

Del. to Robert Haley
9/20/04

PATRICK COUNTY FARMS SUBDIVISION RESTRICTIVE COVENANTS

VIRGINIA

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PATRICK COUNTY

We, THE UNDERSIGNED, Bobby C. Taylor, Henry C. Wall, Sr., and Vicki B. Whitlow, of Henry County, Martinsville, Virginia, owner of real property in the Smith River District of Patrick County, Virginia, being Tracts 1-80 of "PATRICK COUNTY FARMS SUBDIVISION", as described on the plat recorded as Patrick County Farms and recorded in the current plat book of the County of Patrick. We hereby make the following declarations as to limitations, restrictions, and uses to which the lots and tracts constituting such subdivision may be put, and hereby specify that such declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable as an agricultural/residential area. Bobby C. Taylor, Henry C. Wall, Sr., and Vicki B. Whitlow can at their own discretion add, alter or delete any or all of the following restrictions. The map of Tracts 1-80 is recorded in the Circuit Court Clerk's Office in Patrick County in the current map book.

1. This property shall be used for residential purposes only, which means no commercial farming, but does not prohibit the production of fruit, berries, and garden vegetables. The property is sold "AS IS" from the recorded plats in the aforementioned clerk's office. The subdivision name is Patrick County Farms.
2. No residence shall be built nearer the front property line than 35 feet, with set back lines being 15 feet on each side and 20 feet from the back line.
3. No hogs or chickens of any kind shall be permitted on the property. Horses, cattle, sheep, goats or similar animals shall be permitted with no more than (1) for every one and one-half (1-1/2) acre. No stable nor other small animal or fowl enclosure, other than for household pets, shall be erected closer than one hundred (100) feet to any side or rear property line, nor closer than one hundred (100) feet from a front property line, which front

property line shall be deemed to be that side which is bounded by a street or roadway. Fencing for pasture on any tract may not be built within the "Nature Protection Area" hereinafter defined. Any Tract Owner desiring to keep animals under the conditions mentioned above shall be required to use and maintain said animals so that they do not constitute a nuisance to other Tract Owners and said animals shall be kept in such manner that they do not wander off nor leave the property of the Tract Owner. This covenant shall not prohibit Tract Owners from keeping household pets or other small domestic animals or fowl; however, any Tract Owner keeping same shall be required to maintain and control said animal(s) so that said animal(s) do(es) not constitute a nuisance to other Tract Owners. No nuisance shall be maintained or permitted on said Tract.

4. There shall be no junk automobiles or any unsightly junk allowed on the property, no oil shall be dumped on the ground, and no tractor or automobile batteries, or old tires shall be abandoned on the premises. No action of any kind will be permitted that can cause any remedial or punitive action by any environmental protection agency.
5. There shall be no outside toilets permitted on the property and all sewage disposal shall be made through the use of septic tanks approved by the Public Health Department.
6. No residence shall be built upon less than the tracts shown on the referenced plat and once a residence is started (unless it is subsequently abandoned and all evidence of same removed) and no tracts may be subdivided.
7. No residence having less than 1,250 square feet of floor space for ranch style (one level) houses shall be built or placed on any of the property, exclusive of basements, carports, porches or garages. No residence having less than 750 square feet of floor space on the main level for two story or one and one-half story shall be built or placed on any of the property, exclusive of basements, carports, porches or garages.
8. Modular homes purchased by a tract owner must be approved by developer before construction. All roof systems must be with a 5/12 pitch or higher. No homes can be placed on site that has been built with the standard HUD

building codes. No single wide, double or triple wide homes with metal frames.

9. All homes shall have brick, rock or stucco block foundations. The farm house that was on the property at purchase by developers is grandfathered in as to square footage and roof pitch.
10. No shacks, tents, campers or basements (unless part of a complete house) may be used as a residence. Any home started on the premises must be completed on the outside within one year of start. When a bona fide start on a home has begun, owners or workers can reside in a camper for progress. The use of said camper must be approved by the building department of Patrick County and written authorization must be placed on record with Bobby C. Taylor, Henry C. Wall, Sr., and Vicki B. Whitlow.
11. There shall be no environmental abuse of the property, no offensive odors, noises or any illegal use made of the property.
12. Pets must be kept under their owners control at all times, without having disturbance at night or any other time.
13. No timber shall be cut for a period of ten years from date of purchase. After such time, before timber is cut there must be a bond on the road during the period of cutting and the road must be repaired after timber cutting is complete at the owners expense. Timber cut during home construction must be approved in writing by developers.
14. A road maintenance agreement is recorded in the Patrick County Clerk's Office and attaches to the land and becomes a part of each tract and all purchasers shall be bound to the road maintenance agreement. Any tracts that are located on the state maintained road shall not be a bound to the road maintenance agreement.
15. No building shall be erected, placed or altered on any Tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish

grade elevation. No fence or wall shall be erected, placed or altered on any Tract nearer to any street than the "Natural Protection Area" unless similarly approved. Approval shall be as provided herein.

(A) Membership: The Architectural Control Committee is composed of two (2) members other than the developers designated by the Declarant. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member of the Committee shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenants.

(B) Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. No structure shall be erected on any individual Tract other than private, single-family dwellings, with accessory buildings. No separate facilities shall be built or used for the purpose of renting, nor shall the use of any mobile home as a permanent or temporary residence be permitted on any Tract.
17. Hunting and trapping for sport or otherwise is expressly prohibited on any Tract. Should it become apparent that any animal or animals, wild, game, domestic or the like, pose a danger to the safety and well-being of any Tract Owner or Owners, said matter shall be referred to the appropriate local Animal Control Authorities for disposition.
18. The maximum speed limit on any street utilized and maintained by more than one (1) Tract Owner shall be twenty (20) miles per hour.
19. Any dwelling or outbuilding on any Tract in the subdivision which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the Tract restored to a

slightly condition with reasonable promptness.

20. It shall be the responsibility of each Tract Owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds. Nonoperating motor vehicles, trailers, boats, etc. or an portion thereof shall not be permitted to remain on any Tract. Other unused objects, rubbish or garbage shall be hidden from view. Each owner of a tract shall cause the maintenance and protection of landscaping insuring proper drainage of the tract to prevent soil erosion.
21. No sign of any kind shall be displayed to the public view on any Tract except one (1) professional sign, or (1) one sign advertising the Tract for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs shall be no larger than those customarily used in the real estate business for said purposes.
22. Parallel with all property lines and lying within the N.P.A. is a public utility easement (also known as P.U.E.), twenty (20) feet in width along front property lines of all Tracts.
23. No driveway entrance shall be installed, nor the earth or forest cover disturbed without prior written approval of the proposed entrance by the Architectural Control Committee. The intent of Declarant here is to preserve the natural appearance of the area bordering the road insofar as possible.
24. No single tract may be divided, re-divided, subdivided or re-subdivided so as to produce a Tract containing less than two (2) acres.
25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Tracts has been recorded agreeing to change said covenants in whole or in part.
26. Declarant reserves the right to modify, revoke, alter or amend these restrictions, covenants and conditions in its sole discretion.

27. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or attempting to violate any covenant either to restrain violation or to recover damages. Further, it shall be the right of the Declarant to determine whether an alleged violation of these restrictions should be prosecuted by the Delarant or by the claimant of such violation.
28. Should any covenants or restrictions herein contained, or any sentence, clause, phrase, or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication on any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

THE PURPOSE of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his or her home, with no greater restrictions on the free and undisturbed use of anyone's site than is necessary to insure the same advantages to the other site owners.

THESE RESTRICTIONS shall operate as covenants running with the land for the benefit of any and all persons who now may own or who may hereafter own, property described herein, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof, with the exception of Bobby C. Taylor, Henry C. Wall, Sr., and Vicki B. Whitlow.

EACH AND ALL OF THE COVENANTS, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, or agreements, so far as any other breach is concerned. It is understood and agreed by and between

the parties hereto that no waiver or breach of any of the covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restrictions or conditions.

IT IS EXPRESSLY AGREED that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

IN ADDITION to the remedies forth above, grantor reserves the right to enforce any covenants, conditions, or restrictions contained herein by any other appropriate action at their option.

WITNESS my hand and seal this 9th day of August, 2003. 2004

Anna L. Eastwood

Bobby C Taylor (SEAL)
Bobby C. Taylor, Owner

Robert P. Eastwood
Henry C. Wall Sr.

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

8-7-04

Vicki B. Whitlow (SEAL)
Vicki B. Whitlow, Owner

VIRGINIA

ACKNOWLEDGEMENT

HENRY COUNTY

I, Jane C. Newman, a Notary Public of the above City/County and State do hereby certify that Bobby C. Taylor, Henry C. Wall, Sr., and Vicki B. Whitlow,

personally appeared before me this date and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial stamp or seal this 9th day of August,
~~2003.~~ 2004

Jane C. Herman

My commission expires: April 30, 2007

INSTRUMENT #040002680
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
SEPTEMBER 20, 2004 AT 03:40PM
SUSAN C. GASPERINI, CLERK

RECORDED BY: TSG