

Del. To: Marvin Harris
11/1/07

**DECLARATION OF RESTRICTIONS AND
ROAD MAINTENANCE AGREEMENT** 0702886

THIS DECLARATION, made this 30th day of May, 2007, by **LLOYD LEE BUMGARNER, JR. and PATRICIA BUMGARNER, husband and wife**, herein referred to as "Declarant" and **MISTY ACRES**, Grantee.

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat of survey (herein called "the survey") entitled "**MISTY ACRES**" prepared by Boundary Hunter's Land Surveying dated April 10, 2007, which survey is to be recorded herewith in the Clerk's Office of the Circuit Court of Patrick County, Virginia, and is made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described as tract numbers 1 through 21 in the survey comprise in the aggregate "**MISTY ACRES**", a general subdivision (herein called "subdivision"); and

WHEREAS, Declarant is about to sell and convey said tracts and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions" under a general plan or scheme of improvement for the benefit and complement of all of the tracts in the Subdivision, and of the future owners of said tracts;

NOW, THEREFORE, Declarant hereby declares that all of said tracts are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said tracts and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described in the survey and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part thereof subject to such Restrictions.

1. **Applicability:** These Restrictions shall apply to subdivided numbered tracts only. All subdivided tracts designated as Tract Numbers 1

through 21 shall be encumbered by the restrictions, covenants, conditions and changes as set out herein.

2. **Term:** These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until the 30th day of May, 2007, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, allowing one vote for each tract.

3. **Restrictions:**

- a. The tracts shall be used only for a single family residence and its customary accessory buildings, such as a garage or gardening/tool shed. The residence shall meet all state, county and local building standards and codes, including specifically those standards for plumbing, septic, and electrical work.
- b. No single wide or double wide mobile homes, whether temporary or permanent shall be placed on the tract. Tow trailers and campers, tents and other like kind shelters may be placed temporarily on the lots for a maximum period of two (2) years.
- c. The tracts shall be maintained in a neat condition after completion of the construction of a dwelling house.
- d. No debris or junk, including but not limited to, old vehicles and appliances shall be kept on the property. All cars, trucks, boats or other vehicles must be properly registered and titled, unless kept inside a building.
- e. The tract owner shall not engage in any activities which would create a nuisance to other tract owners.
- f. The tract shall not be used for any commercial or industrial use; however, farming, keeping livestock, and in-home "cottage", industries are permitted, provided that no business signs shall be erected on the tract, and no feed lots, hog lots, dog kennels, or similar intensive agricultural activity shall be placed on the tract.
- g. No billboards, commercial signs or advertising of any nature shall be placed on any tract or structure, except temporary "for sale" signs or directional signs.
- h. The tract owner shall contribute \$100.00 per year on July 1st of each year to Declarant or their successors or assigns for the purpose of maintaining the easement of right of way serving and

continuing through the premises. Tracts 20 and 21 are exempt from this easement assessment.

- i. The tract owner shall be responsible for the repair of any damages to the roadway resulting from the willful or negligent acts of himself or his agents, employees or guests. The owner shall complete the repairs at his own expense within a reasonable time, but not later than thirty (30) days of written notice from Declarant or its successors or assigns.
- j. All private streets or roads providing service to the development shall be subject to an easement benefiting all tracts and shall be deemed appurtenant to each tract, whereby the owner of each such tract shall be entitled to use them as a means of ingress and egress. No additional right of way shall be granted to adjoining properties outside of the Subdivision except for additional lands owned by the Declarant which may be added to the Subdivision in subsequent phases.
- k. All roads in the Subdivision are private roads and it shall be the responsibility of all owners of such tracts to pay for the maintenance and upkeep of the roads and along the roadways.
- l. Each tract shall be encumbered by one or more utility easements for electric, phone, cable, etc. lines as shown on the survey.
- m. The Restrictions contained herein shall run with the land and be enforceable by the Declarant, its successors or assigns, including any home owner association created by the Tract owners served by the easement of right of way continuing through the premises.

4. **Grantee's Acceptance:** The Grantee of any tract subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such tract; consents to all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the Grantees and subsequent owners of each of the tracts within the Subdivision, to keep, observe, comply with, and perform said Restrictions and agreements.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.