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BK 581 PG 407

## REFLECTIONS FARM

## DECLARATION OF RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, GEORGE S. COOK and BOB L. MIDDLETON, Developers of Reflections Farm, hereby file this Deed of Restrictions and Covenants and certify that they are the owners of a certain tract or parcel of land conveyed to them by the following Deed:

(1) Deed dated January 25, 2000, recorded in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 573, at Page 250, from Ida Mae Edwards, Ricky Steven Edwards and Elsie Edwards Goins, to which reference is made for a more complete description.

The undersigned have heretofore recorded a plat of survey of Reflections Farm, to which reference is made for a more particular description.

The undersigned propose to sell the aforesaid land subject to the following easements, restrictions, covenants and conditions, which shall be effective as of this date:

1. All lots in the development, except those otherwise designated on the recorded plat, shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, exclusive of basement.
2. All residential buildings shall have at least 800 square feet of floor area unless otherwise specified, exclusive of porches, patios, basements and garages. Plans must be submitted to the Developer or Reflections Farm' Architectural Committee for consultation coordination and approval prior to the beginning of construction. These plans will include site planning and/or development of landscaping.
3. The right of access for the installation, maintenance and repair of utility services shall be and hereby is reserved, including telephone, power, water lines, sewers, etc.
4. No structure of a temporary character, trailer, mobile home, basement (unless basement is a part of the house erected at the same time), tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, unless expressly agreed to in writing by the Developer or the Committee.
5. All building material used in the construction of any structure shall be new material. If cinderblock is used, the same must be painted.
6. No outside toilet or privy shall be constructed or used on any lot.
7. No lot shall be used or maintained as a dumping ground for rubbish.
8. No obnoxious or offensive activity shall be carried on upon any lot or common property nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.
9. The owner of any lot shall have the right to use the recreational facilities and privileges available for the "Common Area" as shown

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upon the plat for recreational uses consistent with the use of said area by the Grantors.

10. Motor bikes shall be permitted only on designated trails or means of entrance and exit to the designated lot.
11. No livestock will be permitted except in areas designated and approved by the developer or the committee.
12. No tract or group of tracts may be resubdivided so as to produce a greater number of tracts if less than 3 acres when bought from the original developer. Tracts of 4 acres or more when bought from the original developer, may be resubdivided only one time to produce two tracts subject to prevailing state and county codes at the time of resubdividing. Any new tract produced shall be subject to all restrictions and property owners dues equal to any other tract in the development. Any entrance way to the new tract produced shall be through the original tract that was resubdivided subject to prevailing county codes.
13. The exterior and landscaping of all residential buildings must be completed within 200 working days after starting or the owner must get written approval of delays from the Developer or the Committee.
14. Property owners shall agree to seek the betterment of the scenic values of the development, including cooperation in the removal and/or trimming of trees and growth pertinent to the views of adjoining property owners.
15. The collection or accumulation of trash, garbage, rubbish or weeds must be immediately removed from the premises and all property shall be kept in an orderly, sanitary condition at all times.
16. The invalidation of any one of the covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
17. The subject lot owner shall be subject to an annual assessment and charge levied on each tract for the repair and maintenance of the development's streets and the upkeep, maintenance and operation of common areas and recreational facilities. Said annual assessment shall be set at One Hundred Twenty-five and No/100 Dollars (\$125.00) per year to be increased each two years by the cumulative cost of living index as published by the United States Department of Labor or a reasonable amount established by a majority vote of a quorum of the membership of Reflections Farm. Said assessment shall be payable on or before January 1 of each year. It is expressly agreed that said annual assessment shall constitute a lien on the subject lot until fully paid. A late fee of 18% per year shall be imposed on fees paid after the due date together with additional attorney's fees not to exceed 40% of the total of the unpaid fees. If the property owners do not adhere to the above stated restrictions and covenants, the developers reserve the right to correct and to assess the property owners for the amount of the cost, plus twenty percent (20%) and file a lien against said owner's property. It is further covenanted that pertaining to the roads and trails adjoining landowners must mow and maintain the grass up to the pavement and to center trail, or pay their prorated share to the Homeowners' Association to employ a person to maintain it. The

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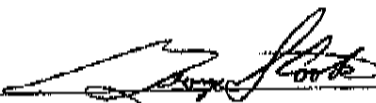
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developer agrees to maintain the trails from the roadway along unsold property until at least sixty percent (60%) of the land has been sold at which time the Homeowners' Association will assume this obligations.

18. The recreation facilities shall be limited to the lot owners and their immediate families and friends only when the family is present.
19. No "For Sale" sign may be placed on any lot in excess of 18 x 24 inches in size. Signs must be placed at least five (5) feet from the gravel portion on the public right of way.
20. These covenants and restrictions shall be binding upon all owners of tracts in Reflections Farm, their heirs and assigns.
21. These restrictions may be revised, repealed or redrawn at any time by written consent of more than fifty per cent (50%) of the property owners of Reflections Farm.
22. All restrictions shall run with the land and shall be binding on all subsequent land owners whether acquiring title through the original owners of Reflections Farm, or otherwise.

This conveyance is made subject to all other reservations, restrictions, easements and agreements of record to the extent that they may lawfully apply to the property herein conveyed.

WITNESS the following signatures and seals:

 (SEAL)  
GEORGE S. COOK

 (SEAL)  
BOB L. MIDDLETON

STATE OF Virginia  
COUNTY OF Carroll to-wit:

I, Donna A. Norman a Notary Public in and for the jurisdiction aforesaid, do hereby certify that GEORGE S. COOK, whose name is signed to the foregoing Declaration of Restrictions and Covenants, appeared before me and acknowledged the same in my county and state aforesaid.

Given under my hand this 15<sup>th</sup> day of June 2000.

My commission expires: 11-30-00

  
Notary Public