

050002830

Tax Map Reference Number: 14-23

DECLARATION OF ROAD MAINTENANCE AGREEMENT

THIS DECLARATION made this 20th day of October, 2005, by **TURMAN LOG HOMES, INC., a Virginia corporation, and PRIME BUILDERS, INC., a Virginia corporation**, hereinafter referred to as the Developers;

WITNESSETH:

PG0031; 001248

THAT WHEREAS, Developers are owners of tracts of real estate in that certain subdivision known as Thompson Farm, in the Alum Ridge Magisterial District of Floyd County, Virginia, all as shown on that certain plat of survey of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in PC3-202A; and

WHEREAS, the Developers hereto wish to establish an arrangement for the maintenance of the roads leading from State Secondary Route No. 738 over that 50 ft. right of way over existing roadways located on Developers' real estate, as shown on the plat hereinabove described of record in said Clerk's Office as PC3-202A, for the Developers, their successors and assigns, as recipients of benefits deriving from said 50 ft. right of way over existing roadways.

Delivered 10-25-05 Dale Proffitt

NOW THEREFORE, the Developers hereby declare that any tract which utilizes the 50 ft. right of way over existing roadways leading from State Secondary Route No. 738 as access, shall be hereafter held, sold, and conveyed subject to the following Road Maintenance Agreement, said Agreement being for the purpose of protecting the value and desirability of the real property in said subdivision and shall be binding on all parties having any right, title, or interest in the

described properties or any part thereof, their heirs, successors, and assigns and shall enure to the benefit of the owners thereof and shall run with the land.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a tract that is subject to assessment shall be entitled to one (1) vote for each tract owned. If more than one (1) person owns an interest in any tract, all such persons shall vote for that one (1) respective tract; e.g., in no event, shall more than one (1) vote be cast with respect to any one tract.

Section 2: At any meeting of the owners, every owner who is entitled to vote may vote in person or by proxy. Entitlement to vote is based strictly upon timely payment of the assessments, and each owner of record shall be entitled to one (1) vote for each tract as hereinbefore stated, subject to the provision that any meeting of owners, a quorum of two-thirds (2/3's) of the members must be present.

ARTICLE II

CALL OF FIRST MEETING

Section 1. An organizational meeting of the owners shall be held between March 1, 2006, and March 31, 2006, for the purpose of opening accounts for the collection of any and all assessment hereinafter described.

Section 2. Notice for the said first meeting shall be given by the Developers at least seven (7) days prior to the scheduled date and time of said meeting. Each notice shall be sent by letter sent by regular mail to the last known address of the other owners of tracts in the subdivision.

ARTICLE III
ASSESSMENTS

Section 1. Assessments levied by the owners shall be used exclusively to provide for the maintenance and upkeep of those streets and roads within the subdivision as shown on the said plat of record in said Clerk's Office in PC3-202A, and for all rights of way of ingress and egress to State Secondary Route No. 738, and any other common areas which may thereafter be designated.

Section 2. The maximum annual assessment shall be \$100.00 per tract.

Section 3: The annual assessment shall be due on or before July 1 of each year, beginning on July 1, 2006.

Section 4. Annual assessments may be increased, but any such increase must be made only upon vote of two-thirds (2/3's) of the owners who are in person and voting at a meeting duly called for that purpose; such increase must be made at least thirty (30) days in advance of the due date of each annual assessment and is limited to an increase of no more than fifteen percent (15) per year.

Section 5. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of ten percent (10%) per annum. Any one or more of the other owners may bring an action at law against the owner personally obligated to pay the assessment for the collection thereof. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the roadway or common area or by abandonment of the owner's tract. Any owner who brings an action at law against another owner to effect the

collection of the assessment as hereinbefore stated, shall also be entitled to collect reasonable attorney's fees for maintaining said action.

Section 6: The lien of assessment provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any tracts shall not affect the assessment lien. No sale or transfer shall relieve such tract from liability for any assessment thereafter becoming due or from the lien thereof.

Section 7. Owners building homes or involved in land improvement projects are responsible for repairing any road damages that result directly from their project.

Section 8. Owners who have residences in said subdivision shall form a separate agreement to collectively provide funds for snow removal.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Invalidation of any of these covenants or restrictions by judgment or Court Order shall in no way affect any other provision that shall remain in full force and effect.

Section 2. The covenants and restrictions of this declaration shall run with the land and bind the land for a term of ten (10) years from the date of this declaration after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended in any ten (10) year period by an instrument signed by not less than eighty percent (80%) of the tract owners. Any amendment must be recorded to be valid.

Section 3. Additional residential property and common area consisting of streets and roads may be annexed to said subdivision with the consent of two-thirds of the members therein owning tracts.

ARTICLE V

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall run with the land.

WITNESS the following signatures and seals:

TURMAN LOG HOMES, INC.,
a Virginia corporation

By: John Michael Turman (SEAL)
John Michael Turman, President

PRIME BUILDERS, INC.,
a Virginia corporation

By: Stephen Dalton (SEAL)
Stephen Dalton, President

STATE OF VIRGINIA,
COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by John Michael Turman, President of Turman Log Homes, Inc., a Virginia corporation.

My Commission Expires: May 31, 2007
Jeremy W. Ogle
Notary Public

STATE OF VIRGINIA,
COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Stephen Dalton, President of Prime Builders, Inc., a Virginia corporation.

My Commission Expires: May 31, 2007
Jeremy W. Ogle
Notary Public

PREPARED BY: DALE PROFITT, ATTORNEY, P.C.
P.O. Box 436; Floyd, VA 24091; (540) 745-3935

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
Oct 24, 2005, at 1:16 PM
This instrument received in office, and, with certificate thereto attached admitted to record. The tax imposed by Section 58.1-802 of the code in the amount of \$ has been paid.

Teste: WENDELL G. PETERS, Clerk

Wendell G. Peters D.C.

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