

FORKS OF BUFFALO
SUBDIVISION RESTRICTIONS

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1. The provisions herein, and in the Forks of Buffalo Road Maintenance Agreement, incorporated herewith by reference in paragraphs 2 and 17, hereinafter, shall only apply to the real estate acquired by the developer, Buffalo River Land & Timber Associates, a Virginia partnership, by deed dated October 4, 1991, from Mountain Cabins, a Virginia partnership, recorded in the Amherst County (Virginia) Circuit Court Clerk's Office, in Deed Book ____, at page ____, and acquired by Mountain Cabins, aforesaid, by deed dated June 7, 1991, from Betsy T. White and David W. White, her husband, recorded in said Clerk's Office, in Deed Book 627, at page 217, and to any other after-acquired adjacent properties which said developer can add as another section of said Forks of Buffalo development.
2. Each tract owner shall be responsible for road maintenance, and subject to rules and regulations, pursuant to the Forks of Buffalo Road Maintenance Agreement ("Agreement"), a copy of which is recorded herewith as an attachment to a deed dated October 4, 1991, from Buffalo River Land & Timber Associates, aforesaid, to Steven A. Nahm and Nancy L. Milby, husband and wife. The responsibility of the tract owners for the maintenance of the roads shall begin once the developer relinquishes control of the said roads, pursuant to the agreement. The terms of these provisions and the terms of the Road Maintenance Agreement shall be a covenant that will run with the ownership of each tract.
3. No commercial uses or activities shall be allowed on any

tract in Forks of Buffalo.

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4. No swine shall be kept or maintained on any tract.
5. No junk yards, unused vehicles, wrecked vehicles, waste or rubbish shall be stored or kept on any tract.
6. No tract shall be further subdivided into less than five (5) acre tracts.
7. Easements are reserved for drainage of surface water along natural drains from the roads shown on plats of tracts in Forks of Buffalo. As a covenant to run with the ownership of each tract, no tract owner shall allow the natural drainage of the surface water to be blocked or inhibited.
8. No mobile homes or house trailers are permitted on any lot.
9. Any residence, buildings, improvements or structures that are started on any tract shall be completed within twelve (12) months from the time construction is started.
10. No residence, building or structure located above the ground shall be closer than ten (10) feet from the edge of any right-of-way road, or closer than ten (10) feet from the side or rear of any tract.
11. Any garbage or trash shall be kept in sanitary containers. All sanitary containers and incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
12. In addition to the drainage easements reserved above, an easement is reserved for the drainage of surface water along a ten (10) foot wide strip adjacent to all side and rear tract lines.

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13. An easement is reserved for electric lines, telephone lines and other utilities which benefit any tract across an area forty (40) feet in width over that part of each tract adjacent to the edge of each road or right-of-way road, or rear property lines. To be placed in said easement area are such water mains, drains, poles, culverts, overhead and underground wires as may be necessary for light, telephone, water and electricity for the tracts. In the event that it is more practical for utility lines to take a more direct path, not following the right-of-way roads in the subdivision, then an easement is reserved for said lines, which will be located so as not to substantially interfere with the tract owners' free use and enjoyment of their property. Also reserved hereby is the right of ingress/egress to service and maintain said easements.

14. All tracts are subject to the present easements granted to Appalachian Power Company and the Telephone Company, in addition to the aforesaid utility easements along the roads and rights-of-way serving each lot, and to the aforesaid drainage easements.

15. The invalidation of any one of these covenants or restrictions by decree of a court of appropriate jurisdiction shall in no way affect the validity of any other covenants and restrictions herein, which shall remain in full force and effect.

16. An easement for ingress and egress is reserved for the benefit of all tract owners on all roads shown on all plats of property prepared for Forks of Buffalo.

17. All tracts and tract owners shall be subject to the FORKS OF BUFFALO ROAD MAINTENANCE AGREEMENT attached hereto, except those

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which are specifically exempted in the deed of conveyance (or land sale contract) wherein title is acquired (or possession is passed) from the developer or its successors or assigns. Exemptions shall only apply to those lots which front on State Secondary Route 635, and which do not use the right-of-way road controlled by the Forks of Buffalo Property Owners Association.

FORKS OF BUFFALO
ROAD MAINTENANCE AGREEMENT

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We, the owners of tracts in Forks of Buffalo subdivision, located in the Pedlar Magisterial District of Amherst County, Virginia, on and just off State Route 635, enter into this Agreement to form a Property Owners Association ("Association") as part of the consideration of the purchase of the tracts in Forks of Buffalo, upon the conditions hereinafter set forth:

1. The developer, Buffalo River Land & Timber Associates ("developer"), hereby retains a majority vote in the Association until all of the real estate acquired by the deed heretofore referenced (in paragraph 1 of the Forks of Buffalo Subdivision Restrictions) is sold or until a writing is filed wherein the developer relinquishes its majority vote, whichever shall occur first. If, at any time, a majority of the tract owners within the development desire to have control of the Association shifted from the Developer to the property owners themselves, said property owners may petition the Developer to relinquish its majority vote, and such request will not be unreasonably denied. At the time the developer relinquishes its majority vote or sells all of the tracts in the development, each tract shall be entitled to cast one (1) vote in the Association. Thereafter, each parcel sold by the developer shall be a tract and entitled to one (1) vote in the affairs of the Association. A majority vote shall control the actions of the Association.

2. The primary purpose of the Association shall be to main-

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tain the roadways, easements and rights-of-way in the Forks of Buffalo development.

3. The Association is empowered to construct and maintain all roads, rights-of-way and easements within the development, except those roads created by owners exempted under paragraph 6, herein-after. The Association is empowered to make annual assessments and other assessments from time to time to each property owner for the cost of all such construction and maintenance. If any assessment made by the Association is not paid within thirty (30) days after the assessment comes due, then the Association shall be entitled to obtain judgment in an appropriate court and to place a lien against the real estate of the property owner not paying such assessment to the Association. Further, the Association shall have the power to set an annual assessment from time to time. All subsequent purchasers of real estate after the original purchasers shall automatically become members of the Association, with each original tract being entitled to cast one (1) vote.

4. The duties, benefits and burdens imposed by the provisions of this agreement shall be a covenant that runs with the ownership of each tract sold.

5. The members of the Association may incorporate the Association at any time so long as each original tract has an equal vote in the affairs of said corporation.

6. By accepting delivery of a deed conveying (or a land sales contract selling) a tract or tracts in the Forks of Buffalo development, all grantees/purchasers thereunder (and their heirs, suc-

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cessors and assigns) agree to be bound by the terms of this agreement, except those who are specifically exempted in their deed of conveyance (or land sale contract) because they enter their property directly from State Secondary Route 635.