

080001361

After recording, deliver to:
Profitt & Schroeder, Attorneys, P.C.
304 E. Main Street, Floyd, VA 24091

Tax Map Reference Number: 40-114

RESTRICTIVE COVENANTS

FOR

GRAND VIEW

KNOW ALL MEN BY THESE PRESENTS, that in order to provide for the proper and orderly development of the subdivision known as Grand View, Full Cottonwood, L.L.C., a Virginia limited liability company, the fee simple owner of said subdivision, does hereby voluntarily create and impose the following restrictive covenants upon all of the lots located in Grand View. Said covenants are to be in addition to all requirements, restrictions and easements set forth on and shown on that certain plat of survey by L. J. Quesenberry, L.S., dated January 10, 1993, revised April 4, 2008, as Job No. 1727, all of which are hereby incorporated herein by reference, said plat of survey of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instruments No. 08-1338 and 08-1338A.

1. All of the lots are subject to easements as shown on the map of said subdivision hereinabove described, and are subject to the following utility easement as is necessary to serve the subdivision: Developer hereby grants unto all public utility companies, including American Electric Power, telephone and cable companies, etc., an easement for the installation of underground cables, conduits, and other items which are useful to the said utility, along the shoulder of the northerly edge of the 50 ft. right of way shown on the said plat; said easement to extend for the distance of 35 ft. outside the northerly edge of the said 50 ft. right of way. Said easement for utilities shall be perpetual and shall be for the benefit of the public utility companies, the owners, their heirs, successors, and assigns, and shall run with the land.
2. Each lot owner, their successors and assigns, will install and maintain at their own expense, all utilities, including, but not limited to, cable, electrical, and telephone service. Small dish receivers for satellite service may be installed

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above ground, but must not be located within fifty (50) feet of any boundary line.

3. All lots are subject to setback lines of a minimum of fifty (50) feet and each lot shall as applicable, have minimum side-lines so that no structure may be erected within fifty (50) feet of a lot boundary. Side-lines and setback lines are not synonymous.
4. All lots shall be utilized for single-family dwellings for residential purposes only, and there shall be erected upon each lot only one dwelling per lot. One guesthouse may be constructed on each lot, but shall not be occupied on a permanent basis. No one occupying any lot or dwelling thereon, shall be allowed to conduct any business within the dwellings thereon, or upon the lots themselves. No lot may be sub-divided for building purposes but a part of any lot may be severed and added to an adjoining lot. However, Full Cottonwood, L.L.C., shall have the right to further subdivide lots as it may deem necessary in its sole discretion, and further may add additional parcels of real estate to the said development, said parcels to be bound by the herein stated restrictive covenants.
5. No single-wide mobile home or trailer shall be allowed on the property at any time. Except that a mobile home or single-wide trailer may be utilized as a dwelling for a period of no more than eighteen (18) months from the date that the first building permit is acquired from Floyd County, Virginia, for the purpose of erecting a permanent residence upon the parcel of property for which the building permit is obtained and which is within this subdivision. Double-wide homes are absolutely forbidden. Modular homes built on a continuous permanent masonry foundation that have a roof pitch not less than 5 in. to 12 in. are permitted.

Camper or travel trailers and motor homes may be used for vacation purposes on the owner's lot. Motor homes or travel trailers may be parked at any dwelling that has been constructed on any lot.

6. Prohibitions. Motor bikes, except motorcycles inspected, registered, and properly licensed for public road use; ATV's, except for those ATV's used for farm use or maintenance of the property; unlicensed, inoperable or abandoned motor vehicles, unless enclosed inside a garage so as not to be visible; swine; the discharge of firearms within 100 yards of roadway, property line of another, or water way, except for personal protection or in accordance with any section of the Code of Virginia now in effect or as hereafter amended pertaining to the killing of deer or bear causing damage or creating a hazard; and animals defined as "vicious or dangerous" by any section of the Code of Virginia now in effect or as hereafter amended, and except for hunting while in a stand 12 ft. above ground level within 100 yards of a boundary; are prohibited. Any animals not prohibited by this section must be kept on a leash,

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restrained, or confined to a fenced area or in a building at all times. No obnoxious, offensive, or illegal activity shall be conducted upon any lot or common property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. 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. Hunting as allowed by the Virginia law and regulation is allowed.

7. No dwelling house or structure shall be used or occupied by clubs, fraternities or groups other than family units.
8. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any residential lots herein designated, nor upon any buildings erected thereon, except directional and informational signs erected by the owner-developer, its successors or assigns. "For sale" signs may be erected temporarily for the sale of lots or residences.
9. All fuel storage tanks, trash and garbage receptacles shall be buried in the ground or placed or screened so as not to be visible.
10. Clear cutting or clearing of mature trees over twelve (12) inches in diameter for more than thirty-five percent (35%) of the mature trees, as described, that exist as of the date of the execution of these restrictive covenants shall not be allowed at any time on any lot, but such prohibition excludes one (1) acre which may be clear-cut for the home site and support buildings.
11. No lot may be occupied, either temporarily or permanently, unless it has located upon it, a well and a septic system, approved by the local health department, which well and septic system are connected to and utilized by the owners.
12. Invalidity of any of these covenants by Judgment or Court Order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
13. The foregoing covenants shall run with the land, and shall be binding upon all lot owners, their heirs, devisees or assigns with full force and effect for a period of fifty (50) years from the date hereof.

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Witness the following signature and seal this 6th day of June, 2008.

FULL COTTONWOOD, L.L.C.,
a Virginia limited liability company

By:

[Signature] (SEAL)
Bryan S. Lynch, Managing Member

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

The foregoing instrument was acknowledged before me this 6th day of June, 2008, by Bryan S. Lynch, Managing Member of Full Cottonwood, L.L.C., a Virginia limited liability company.

My Commission Expires:

28 FEB 2009

My Registration Number:

155648

[Signature]
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County

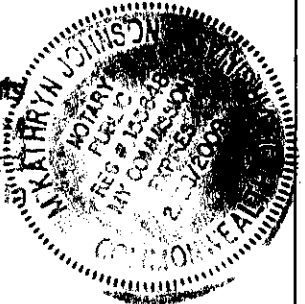
June 6, 2008, at 12:11 P.

This instrument received in office, and, with certificate thereto attached, admitted to record. The tax imposed by Section 58.1-302 of the code is

the amount of \$ has been paid.

Teste: WENDELL G. PETERS, Clerk

[Signature] D.C.



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