050002829

TAX MAP REFERENCE NUMBER: 14-23

RESTRICTIVE COVENANTS

FOR

THOMPSON FARM SUBDIVISION

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KNOW ALL MEN BY THESE PRESENTS, that in order to provide for the proper and orderly development of Thompson Farm Subdivision, Turman Log Homes, Inc., a Virginia corporation, and Prime Builders, Inc., a Virginia corporation, the fee simple owners of said subdivision, hereinafter called "Developer," do hereby voluntarily create and impose the following restrictive covenants upon all of the lots located in Thompson Farm Subdivision. 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 October 5, 2004, revised January 6, 2005, as Job No. 3594, 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, in Plat Cabinet 3-202A and 202B.

1. All of the lots are subject to easements as shown on the map of said subdivision hereinabove described. 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 that are useful to the said utility, along the 20 ft. easement as described on the plat of survey of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in PC3-202A and 202B. All wires, cables, conduits and other items must be buried along said roadbeds and from the road easement to any dwelling and from any dwelling to any other structure. 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. The property shall be developed as residential lots.

3. All lots shall be used for single-family residential dwelling purposes only. No structure shall be erected, placed, or permitted to remain on a lot other than one (1) family residence dwelling and such outbuildings as are customary, including a

Delivered 10-25-05 Dale Pruitt

private garage. Such dwelling shall be occupied as a principal residence by no more than one family at any one time.

4. "Family" is defined as a family unit composed of a parent or parents with their child or children and/or grandparents.

5. No dwelling house or structure shall be used or occupied by clubs, fraternities or groups other than family units.

6. Every residence dwelling constructed on a lot, with the exception of the lots designated for log homes as hereinafter stated, shall contain the following minimum square feet of fully enclosed heated floor area devoted to living purposes (exclusive of decks, attics, porches, garages, carports, or basements whether finished or unfinished):

    a. Fifteen hundred (1,500) square feet if the residence is a one-floor dwelling.
    b. Two thousand (2,000) square feet if the residence is a two-floor dwelling.
    c. Seventeen hundred (1,700) square feet if the residence is a one and one half story dwelling.
    d. Fifteen hundred (1,500) square feet on the main level, if the residence is a split foyer, split level or bi-level dwelling. The lower level of a split foyer, split level or bi-level shall be considered a basement.

7. No house shall be erected on any lot exceeding two stories in height above the basement level.

8. No structure of a temporary character such as a basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently, and no trailers, campers, single-wide or double-wide homes, or other structures shall be erected, placed, or parked on any lot for use as a residence, either temporarily or permanently. Modular homes must be built on a continuous permanent masonry foundation and have roof pitch of not less than 5 in. to 12 in.

9. Lots one (1) through twenty-five (25) are designated for log homes only. These homes must be at least seventy-five percent (75%) conventional log, laminated log, or log siding, and this applies to garages or other outbuildings. Further the log homes shall contain the following minimum square feet of fully enclosed heated floor area devoted to living purposes (exclusive of decks, attics, porches, garages, carports, or basements whether finished or unfinished):

    a. Thirteen hundred (1,300) square feet if the residence is a one-floor dwelling.

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b. Fifteen hundred (1,500) square feet if the residence is a one and one half story dwelling.
c. Seventeen hundred (1,700) square feet if the residence is a two-floor dwelling.

10. Lots twenty-six (26) through thirty-seven (37) are for conventional or stick built and modular homes only. No log homes will be permitted on any of these lots.

11. The following minimum dimensions shall govern the front, side, or rear set-backs on all lots with respect to any dwelling house or above-grade structure that may be constructed or placed on any lot in this property:

a. Front yard: Thirty-five (35) feet from the line of each lot abutting a street.
b. Side yard: Ten (10) feet from each lot side line.
c. Rear yard: Ten (10) feet from the rear line of each lot.

12. Total square footage of all outbuildings and utility buildings on lots less than 3.9 acres (excluding detached garages) shall not exceed twenty percent (20%) of the enclosed and heated square footage of the residence dwelling. Total square footage of all outbuildings and utility buildings on lots greater than 3.9 acres (excluding detached garages) shall not exceed forty percent (40%) of the enclosed and heated square footage of the residence dwelling. No outbuildings or utility buildings shall be located closer to the street than the most rearward point of the residence. "Rearward point" includes decks and steps that may be a part of or added to the rear of the main dwelling.

13. It shall be the obligation of each lot owner to provide, install, and maintain adequate culvert and drainage pipe under the driveway as it crosses any ditch line at the front, side, or rear of a lot so that the natural flow of surface water will not at any time be blocked along the roadway drainage ditch. No owner shall interfere with or divert the natural flow of drainage of any road, ditch line, creek or stream.

14. No commercial activity or business shall be operated within the property; however, this prohibition shall not apply to home offices maintained within a residential dwelling so long as members of the general public are not invited to such office.

15. Lots less than 3.9 acres: No animals, livestock, or poultry shall be kept or bred within said subdivision except typical household pets. No pet shall be allowed to run free on the property or to create a nuisance to any other lot owner.

16. Lots larger than 3.9 acres: Excluding pigs or hogs, livestock may be kept on the property not to exceed one (1) animal per acre. Acreage does not include house

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and yard. Offspring of the animals must be sold or moved within ten (10) weeks of birth. Livestock must be confined by fences and shall not run free.

17. Signs within the property shall be limited to Real Estate "For Sale" signs, and yard and garage sale signs. Yard and garage sale signs shall not be placed in the yard more than two (2) days before the announced sale date and shall be removed within twenty-four (24) hours following such sale. Nothing herein contained, however, shall prevent the Developer in the initial development of the property from erecting signs on any of the lots for the purpose of advertising the same for sale.

18. No unlicensed, untagged, or disabled motor vehicles may be kept or stored outside on any lot within the property.

19. All fuel storage tanks, trash and garbage receptacles shall be buried in the ground or placed or screened so as not to be visible.

20. No noxious, offensive, or illegal activities and no activities that shall become an unreasonable annoyance or nuisance to other lot owners shall be carried on upon any lot.

21. No oil or natural gas drilling, mineral prospecting, or mining operations of any kind shall be permitted upon or in any lot.

22. No vehicle shall be parked on any street in the property, other than temporary parking by guests of a lot owner if necessary. Temporary parking is for no more than one (1) twenty-four (24) hour period each month. Each lot owner shall provide space for parking at least two (2) vehicles on said owner's lot, served by a driveway, prior to the occupancy of any dwelling constructed on said lot.

23. No trash, ashes, garbage or other refuse shall be dumped, stored or accumulated on any lot. No outside burning of trash, garbage, or household refuse shall be permitted.

24. There shall be no access to any lot on the perimeter of the Thompson Subdivision except from designated streets within the property.

25. None of the parcels may be further subdivided.

26. No hunting or discharging of firearms shall be allowed within the property.

27. All plumbing fixtures, dishwashers, toilets and sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the Floyd County Health Department, or shall be connected to a central sewer system if such system is available. No outside toilet shall be constructed on any lot. No "gray water" pits nor lines and drains are allowed.

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28. Invalidation 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.

29. Any amendment or modification to any of the covenants contained herein shall be made only in writing, recorded in the Office of the Clerk of the Circuit Court of Floyd County, Virginia, and signed by all the owners of each of the parcels involved in the hereinabove described subdivision.

30. 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, and will automatically renew for ten (10) year periods unless they are revoked or otherwise modified in writing which is recorded in the Office of the Clerk of the Circuit Court of Floyd County, Virginia, by eighty percent (80%) of the lot owners of the subdivision.

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Witness the following signatures and seals this 20th day of October, 2005:

TURMAN LOG HOMES, INC.,
a Virginia corporation

By: _____(SEAL)
John Michael Turman, President

PRIME BUILDERS, INC.,
a Virginia corporation

By: _____(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

_____
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. Ole
Notary Public

Prepared by: Dale Profitt, Attorney, P.C., P.O. Box 436, Floyd, VA 24091; (540) 745-3935

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

Oct 24, 20 05, at 1:05 P M

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.