

**VIRGINIA
HALIFAX COUNTY**

**PROTECTIVE COVENANTS FOR
INDIAN CAVES TRACTS 20-35**

THIS DECLARATION OF COVENANTS, established this the 13th day of November, 2002, by Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, (hereinafter referred to as Developer).

WITNESSETH:

That whereas the Developer is the owner of certain lands more particularly described in Deed Book 810, Page 6, Halifax County Registry, and whereas the Developer intends to subdivide the lands so conveyed to the covenants contained herein for the benefit of all of the lots in the Subdivision owned by the Developer;

NOW, THEREFORE, in order that the lands herein described shall be developed and used in a manner calculated to promote the highest and best value and enjoyment thereof, the Developer does hereby declare and place the following restrictions upon the use and occupancy of said lands.

ARTICLE I

The lands to which these Protective Covenants shall apply are described as follows:

Being all of those certain lots known as INDIAN CAVES as is more particularly shown on plat, of record in Plat Book 22, Page (s) 110, 111 and 112, Halifax County Registry, which is a part of those lands described in Deed Book 810, Page 6, Halifax County Registry.

ARTICLE II

All lots shall be used for residential, recreational, horticultural or agricultural purposes only.

ARTICLE III

Stickbuilt, modular and mobile homes are allowed, but shall be no more than 7 years old at the time of installation. A permanent foundation of brick or block is required on all mobile homes. No single wides are allowed. This requirement may be waived by Developer or Homeowner's Association if it is determined that such home is sufficiently compatible in design and appearance with other housing in the subdivision. (Campers are allowed for recreational purposes, not permanent living quarters.)

ARTICLE IV

No lot shall be used for the dumping of trash or waste.

ARTICLE V

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VI

No swine, kennels, commercial poultry or chicken houses of any kind shall be allowed on any lot. Horses and cattle are allowed. This shall not prevent the keeping of normal household pets under normal residential conditions. Livestock can not use any shared pond for watering or bathing purposes.

ARTICLE VII

There shall not be located on any lot more than one (1) unlicensed vehicle. No commercial automotive repair shall be allowed on any lot.

ARTICLE VIII

All property owners abutting a pond have access to the entire pond body of water but must access and leave by their own property.

ARTICLE IX

There shall be no vehicular parking allowed along the road right-of-ways. This restriction includes, but is not limited to, automobiles, boats and utility trailers.

ARTICLE X

All driveways and drainage pipes located and installed on the aforementioned lots shall comply with the standards and specifications of the Virginia Department of Transportation, as well as those of Halifax County Subdivision and Zoning Regulations. Driveway pipes need to be installed properly.

ARTICLE XI

These restrictions or any changes therein shall run with the land and shall be binding on all lot owners, their successors and assigns and any persons claiming under the owners until July 1, 2015. These restrictions shall automatically renew for ten (10) year periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

ARTICLE XII

The invalidation of any portion of these restrictions and covenants by judgment, court order, state law, federal law or local law, shall in no way affect any affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Developer does hereby bind itself, its successors and assigns, to the full performance of the above Covenants and Agreements, and does hereby set its hand and seal the day and year first above written.

CEDAR CREEK LAND CO., L.L.C.,
Virginia Limited Liability Company

By: _____ (SEAL)
a Member

**STATE OF NORTH CAROLINA
COUNTY OF PERSON**

I, Georgiana L. Stone, a Notary Public of the county of Person and state aforesaid, do hereby certify that on this day personally appeared before me Rodney R. Huff, a Member of Cedar Creek Land Co., L.L.C, a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the _____ day of _____, 2002.

Notary Public

My Commission Expires: August 01, 2005

VIRGINIA
HALIFAX COUNTY

**ROAD MAINTENANCE AGREEMENT
FOR INDIAN CAVES SUBDIVISION TRACTS 20-35**

THIS ROAD MAINTENANCE AGREEMENT, established this the 13th day of November, 2002, by Cedar Creek Land Co., L.L.C., A Virginia Limited Liability Company (hereinafter referred to as a Developer).

WITNESSETH

That whereas the Developer is the owner of certain lands more particularly described in Deed Book 810, Page 6, Halifax County Registry, and whereas the Developer has improved such property with the construction of a road known as Indian Caves Road East which provides access to Tracts 20 through 35 and is more particularly described in plat and survey by Trent Land Surveying on August 26, 2002 and recorded in Plat Book 22, Page(s) 110, 111 and 112 Halifax County Registry.

NOW, THEREFORE, in order that the road herein described shall be maintained and used in a manner calculated to promote the use and enjoyment of the adjoining lots and pursuant to the Protective Covenants recorded in Deed Book _____, Pages _____, and the Developer does hereby declare and place the following Road Maintenance Agreement as a term of conveyance for Tracts 20 through 35 inclusive.

ARTICLE I

The road Indian Caves Road East is private and all maintenance, improvements, and repairs thereof shall be at the expense of the individual property owners and or any unincorporated associations and/or non-profit corporations that may be hereafter set up by said individuals. It is the intent and purpose of this Agreement that the aforesaid road be maintained and repaired in perpetuity in the same or better condition as they exist in the signing of this agreement.

ARTICLE II

Indian Caves Road East shall be used for the purpose of ingress and egress for Tracts 20 through 35 of Indian Caves Subdivision.

ARTICLE III

The owners of tracts 20 through 35 in the Indian Caves Subdivision shall each contribute \$150.00 per year per tract to the maintenance of the private road that they abut known as Indian Caves Road East. This requirement shall not apply to Developer, and Developer shall not pay any annual fees for lots owned by it.

ARTICLE IV

All road maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only on demand of one or more of the lot owners served by said private road. Anything over \$500.00 will have to be approved by Owners Association according to their adopted bylaws.

ARTICLE V

The roads upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surfaces unless otherwise agreed to by 100% of the lot owners.

ARTICLE VI

The purchasers owning land adjacent to the pond shall not directly or indirectly cause nor allow any damages to the pond, especially the dam.

ARTICLE VII

The lot owners agree to attend a meeting of all lot owners (to be announced at a later date and with at least one (1) month's notice), at which time an individual or individuals will be elected by said lot owners to handle the details of this agreement and at which time an Owners Association will be created. Owners shall have one vote in the Owners Association per lot owned. The pre-collected original dues will be given to the association at that time. All parties agree the roads will be turned over to the association

at the above described meeting. By purchasing the land, all abutters agree to take control and maintain Indian Caves Road East, and all owners agree to take control and maintain the pond in perpetuity.

ARTICLE VIII

The Owners Association shall be vested with such powers as allowed by law to enforce the collection of road maintenance dues from the lot owners as set out herein. The roads hereon shown as Indian Caves Road East are private gravel roads and will be maintained in perpetuity by the abutting owners of Indian Caves Subdivision. The roads will not be taken into the state system. There is no guarantee for public bus service nor federal postal service along the private road.

ARTICLE IX

The \$150.00 annual Road Maintenance fees shall be due and payable in advance each year with the first year's payment due at closing, and subsequent payments due on the anniversary date of closing each year. Any assessment not paid shall become a lien against the affected lot and may be enforced by a collection action, or otherwise as allowed by law. The money will be held in an escrow account by Developer, and transferred to the Owners Association once such is in place.

ARTICLE X

If it is decided by the Owners Association that the stated amount is either to be increased or decreased, it shall be by approval of seventy-five percent (75%) of the lot owners who are subject to these provisions.

ARTICLE XI

These restrictions shall operate as covenants running with the land for the benefit of any and all person who may now own or who may hereinafter own any lot located in Indian Caves Subdivision and all such persons are specifically given the right to enforce these restrictions, and any such person shall also be entitled to recover from the offender any damages suffered from violations of these restrictions.

ARTICLE XII

This Road Maintenance Agreement and any changes therein shall run with the land and shall be binding on all lot owners, their successors and assigns and any persons claiming under the owners until September 1, 2015. These restrictions shall automatically renew for (10) ten year periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

ARTICLE XIII

The invalidation of any portion of this Road Maintenance Agreement by judgment, court order, state law, or local law, shall in no way affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Developer does hereby bind its successors and assigns, to the full performance of the above Road Maintenance Agreement, and does hereby set its hand and seal the day and year first above written.

CEDAR CREEK LAND CO., L.L.C.
Virginia Limited Liability Company

By: _____ (SEAL)
A Member

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, Georgiana L. Stone, a Notary Public of the county of Person and state aforesaid, do hereby certify that on this day personally appeared before me Rodney R. Huff, a Member of Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 10th day of July, 2002.

My Commission Expires: August 01, 2005 Notary Public