

LITTLE GUN MOUNTAIN

SUBDIVISION RESTRICTIONS

1. The provisions herein, and in the Little Gun Mountain Road Maintenance Agreement, incorporated herewith by reference in paragraphs 2 through 17 hereinafter, shall only apply to the real estate acquired by the developers, Gary M Jennings, G. Elbert Maddox and Johnny M. Maddox, by deed dated October 27, 1989, recorded in the Amherst County (Virginia) Circuit Court Clerk's Office, in Deed Book 606, at page 553.
2. Each tract owner shall be responsible for road and right-of-way maintenance, and subject to the rules and regulations, pursuant to the Little Gun Mountain Road Maintenance Agreement ("Agreement"), a copy of which is recorded herewith as an attachment to a deed dated November 17, 1989, from GMJ Corp., a Virginia Corporation, Gary M. Jennings, G. Elbert Maddox and Johnny M. Maddox, homes sold, to Harold W. Frantz and Janice A Frantz, husband and wife. The responsibility of the tract owners for the maintenance of the roads and right-of-way shall begin once the developer relinquishes control of the roads and rights-of-way, 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 Little Gun Mountain. A home office, without client traffic, will not be considered a commercial use of property. No owner shall rent the lot for short-term, transient or hotel purposes, which, for the purposes of this provision, shall be defined as a rental for any period less than 365 days. Each permitted lease shall be in writing and shall be subject to this provision, the Bylaws and the Rules and Regulations adopted hereunder. Any failure of the lessee to comply with the terms of such documents shall be a default under the lease.
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 tracts 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 Little Gun Mountain. 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. Easements for electric lines, telephone lines and other utilities which benefit any tract are reserved across an area twenty (20) feet in width over that part of each tract adjacent to the edge of road or right-of-way road.
8. No mobile homes or house trailers are permitted on any tract.
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 thirty (30) 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 and 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 on each lot for the drainage of surface water from the roads along an area ten (10) feet in width from all side and rear tract lines.
13. An easement is reserved in the rights-of-way and roads, and in the twenty (20) foot easement along the side of each road or right-of-way serving each tract, for such water mains, drains, poles, culverts, overhead and underground wires as may be necessary for light, telephone, water and electricity for the tracts.
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 and rights-of-way shown on all plats of property prepared for Little Gun Mountain.
17. All tracts and tract owners (except for tracts 15, 16 and 17 if said lots do not have a driveway accessed via Gun Mountain Drive) shall be subject to the LITTLE GUN MOUNTAIN ROAD MAINTENANCE AGREEMENT attached hereto.

LITTLE GUN MOUNTAIN ROAD

MAINTENANCE AGREEMENT

We, the owners of tracts in Little Gun Mountain development, located in the Pedlar Magisterial District of Amherst County, Virginia, near State Secondary Route 643, enter into this Agreement to form a Property Owners Association ("Association") as part of the consideration of the purchase of the lots in Little Gun Mountain upon the conditions hereinafter set forth:

1. The developers, GMJ Corp., Gary M. Jennings, G. Elbert Maddox, and Johnny M. Maddox ("developers"), hereby retain a majority vote in the Association until all of the real estate acquired by the deed heretofore referenced (in paragraph 1 of the Little Gun Mountain Subdivision Restrictions) is sold or until a writing is filed wherein the developers relinquish their majority vote, whichever shall occur first. At the time the developers relinquish their majority vote or sell all the real estate acquired in the development, each tract shall be entitled to cast one (1) vote in the Association. A majority vote shall control the actions of the Association.
2. The primary purpose of the Association shall be to maintain the roadways, easements, and right-of-way in the Little Gun Mountain development.
3. The Association is empowered to construct and maintain all roads, rights-of-way, and easements within the development. The Association is empowered to make annual assessments and other assessments from time to time to each property owners for the cost of all such construction and maintenance. If any assessment made by the Association is not paid within ninety (90) days after the assessment comes due, then the Association shall be entitled to obtain judgement 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 case 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 a tract or tracts in Little Gun Mountain development, all grantees thereunder (and their heirs, successors, and assigns) agree to be bound by the terms of this agreement.
7. Excepted from membership in the Association and responsibility for payment of road maintenance fees are Tracts 15, 16 and 17 if said lots do not have a driveway accessed via Gun Mountain Drive.