

1 CHAPTER ~~19~~ XX [6].

2 SUBDIVIDED LAND SALES ACT.

3 **Drafting note: Existing Chapter 19, Subdivided Land Sales Act, of Title 55 is**
4 **retained as proposed Chapter XX [6] of Subtitle IV.**

5 ~~§ 55-336. Short title.~~

6 ~~This chapter may be cited as the Subdivided Land Sales Act of 1978.~~

7 **Drafting note: Existing § 55-336 is recommended for repeal on the basis of § 1-244,**
8 **which states that the caption of a subtitle, chapter, or article operates as a short title**
9 **citation.**

10 ~~§ 55-337 55.1-xxx.~~ Definitions.

11 ~~When As~~ used in this chapter, unless the context ~~otherwise~~ requires a different meaning:

12 ~~1-~~ "Agent" means any person who represents or acts for or on behalf of a developer in
13 the disposition of any lot ~~or lots~~ in a subdivision; ~~but shall~~ does not include an ~~attorney at law~~
14 attorney whose representation of another person consists solely of rendering legal services.

15 ~~2-~~ "Blanket encumbrance" means a trust, deed, mortgage, judgment, ~~or any other lien or~~
16 encumbrance, securing or evidencing the payment of money and affecting the land ~~in toto~~
17 comprising the subdivision to be offered and sold or leased or affecting more than ~~ten~~ 10 lots or
18 parcels of such lands, or an agreement affecting more than ~~ten~~ 10 lots or parcels of such lands
19 by which the developer holds ~~said such~~ subdivision under option, contract, sale, ~~or trust~~
20 agreement. ~~The term shall~~ "Blanket encumbrance" does not include mechanics' liens, taxes, ~~or~~
21 assessments levied by a public authority, or easements granted to public utilities or
22 governmental agencies for the purpose of bringing services to the lot or parcel within the
23 subdivision.

24 ~~3-~~ "Developer" means any person who offers, directly or indirectly, for disposition, any
25 ~~lots~~ lot in a subdivision, but ~~shall~~ does not include a trustee under a deed of trust securing an
26 indebtedness or other obligation who sells lots within such subdivision under foreclosure
27 proceedings, provided that the purpose in so doing is not to evade the provisions of this chapter.

28 5.—"Disposition" or "sale" means any lease, assignment₂ or exchange₂ or any interest in
29 any lot ~~which that~~ is a part of or included in a subdivision.

30 10.—"Land sales installment contract" means any installment contract for the sale or
31 disposition of land ~~whereby by which~~ the purchaser does not receive a deed conveying the
32 property purchased until ~~part some~~ or all installment payments have been made as called for in
33 the contract and record title to ~~said such~~ property remains in another pending full performance
34 of the contract.

35 9.—"Lot" means any unit, parcel, division, ~~or~~ piece of land₂ or interest in land except
36 utility easements if such interest carries with it the exclusive right to use a specific portion of
37 property.

38 6.—"Offer" means any inducement, solicitation, media advertisement₂ or attempt
39 performed by or on behalf of a developer ~~which that~~ has as its objective the disposition of a lot
40 ~~or lots~~ in a subdivision.

41 7.—"Person" means any individual, corporation, government or governmental agency,
42 business trust, estate, trust, partnership, unincorporated association, two or more of any of the
43 foregoing having a joint or common interest, or any other legal or commercial entity.

44 8.—"Purchaser" means a person who acquires or attempts to acquire any lot ~~or lots~~ in a
45 subdivision.

46 4.—"Subdivision" means:

47 a. 1. Any subdivision of land into ~~one hundred 100~~ or more lots, whether contiguous or
48 not, where any such lots ~~therein~~ are, from July 1, 1978, sold or disposed of; by land sales
49 installment contracts; and pursuant to a common promotional plan, where lot purchasers within
50 said such subdivision have use of and access to the facilities and amenities within such
51 subdivision for which the ~~said~~ lot owners are assessed on a regular or special basis for the use
52 and enjoyment ~~thereof. of such lot; and~~

53 b. 2. Any existing subdivision of land of ~~thirty 30~~ or more lots ~~wherein in which~~ the
54 developer has concluded its sales effort for a period of six consecutive months and has

55 transferred to the association described in subdivision A 1 of § ~~55-344~~ 55.1-xxx all the title,
56 control, and maintenance responsibilities of the common areas and common facilities.

57 **Drafting note: The numbered definitions are rearranged from numerical to**
58 **alphabetical order pursuant to current style for the Code. In the definitions of "agent,"**
59 **"offer," and "purchaser," "or lots" is stricken on the basis of § 1-227, which states that**
60 **throughout the Code any word used in the singular includes the plural. Language is**
61 **updated for modern usage and technical changes are made.**

62 § ~~55-338~~ 55.1-xxx. Exemptions.

63 Unless the method of disposition is adopted for the purposes of evasion of this chapter,
64 the provisions of this chapter shall not apply to:

65 1. The sale of a subdivision to a single purchaser for his own account in a single or
66 isolated transaction;

67 2. The disposition of lots in a subdivision if each lot in the subdivision is at least five
68 acres ~~or more~~ in size;

69 3. The disposition of a lot on which there is a residential, commercial, or industrial
70 building, or as to a lot upon which there is a legal obligation on the part of the seller to construct
71 such a building within a period of two years from the date of disposition;

72 4. The disposition of land pursuant to court order, provided that the court reviews and
73 approves the disposition on an individual basis;

74 5. The disposition of cemetery lots;

75 6. Offers or dispositions of evidence of indebtedness secured by a mortgage or deed of
76 trust on real estate;

77 7. Offers or dispositions of securities or units of interest issued by a real estate
78 investment trust regulated under any state or federal statute;

79 8. Offers or dispositions of any interest in real estate, oil, gas, or other minerals or any
80 royalty interest ~~therein in such real estate, oil, gas, or other minerals~~ if the offers or dispositions
81 of such interests are regulated as securities by the United States or by ~~this~~ the Commonwealth;

82 9. The disposition of a lot ~~or lots~~ to any person whose purpose in acquiring the land is to
83 engage in the business of constructing residential, commercial, or industrial buildings ~~thereon~~
84 on such land;

85 10. The lease of a lot where the right to possession or the rental term does not exceed
86 one year in the aggregate and where the conditions of the lease do not obligate the lessee to
87 renew;

88 11. The sale or lease of condominium units registered pursuant to the Virginia
89 Condominium Act (§ ~~55-79.39~~ 55.1-xxx et seq.); or

90 12. The disposition of real estate ~~which~~ that is zoned or otherwise designated by the
91 appropriate governmental authority for, or restricted by a valid recorded declaration of
92 covenants to, commercial or industrial use.

93 **Drafting note: In subdivision 9, "or lots" is stricken on the basis of § 1-227, which**
94 **states that throughout the Code any word used in the singular includes the plural.**
95 **Technical changes are made.**

96 ~~§§ 55-339 through 55-340.1. Repealed.~~

97 **Drafting note: Repealed by Acts 1996, c. 372.**

98 ~~§ 55-341~~ 55.1-xxx. Transfer of ownership.

99 It ~~shall be~~ is unlawful for the developer to transfer fee simple ownership of ~~lots or~~
100 parcels a lot or parcel within a subdivision to a ~~lot~~ purchaser by any other means than by a
101 general or special warranty deed or other deed complying with ~~Title 55~~, Chapter 4 (§ ~~55-48~~
102 55.1-xxx et seq.).

103 **Drafting note: The phrase "lots or parcels" is stricken and replaced with the**
104 **phrase "a lot or parcel" on the basis of § 1-227, which states that throughout the Code any**
105 **word used in the singular includes the plural. The word "lot" is stricken before**
106 **"purchaser" because "purchaser" is a defined term. Technical changes are made.**

107 ~~§ 55-342~~ 55.1-xxx. Blanket encumbrances.

108 A. It ~~shall be~~ is unlawful for any developer or agent to sell or lease ~~lots~~ a lot in a
109 subdivision that is subject to a blanket encumbrance unless the blanket encumbrance or effective
110 supplemental agreement contains a release provision permitting legal title to individual lots or
111 other interest contracted for to be obtained free and clear of the blanket encumbrance. Nothing
112 ~~herein in this section~~ shall be construed to limit either the conditions upon which such release
113 may be premised or the modification or amendment of such release provision as to (i) any
114 purchaser other than a purchaser under an installment sales contract; or (ii) ~~purchasers~~ any
115 purchaser under an installment sales ~~contracts which are~~ contract that is executed subsequent to
116 the recordation of the amendment or modification.

117 B. Unless blanket encumbrance release provisions provide that the lien of the blanket
118 encumbrance is subordinate to the rights of persons purchasing from the developer or agent and
119 that those purchasers have the unconditional right to obtain legal title or other interest contracted
120 for free and clear of the blanket encumbrance upon compliance with the terms and conditions of
121 the purchase or lease, it ~~shall be~~ is unlawful for a developer or agent to sell or lease lots ~~unless~~
122 except in compliance with one of the following conditions ~~is complied with~~:

123 1. Any earnest money deposit or advance or other payment made by the purchaser on
124 account of the purchase of a lot is placed in an escrow account ~~which that is a trust account~~
125 maintained in a federally insured depository located in the Commonwealth and that fully
126 protects the interest of the purchaser until ~~either~~:

127 a. Fee title or other interest contracted for is conveyed to the purchaser free and clear of
128 the blanket encumbrance; ~~or~~

129 b. Either the developer or purchaser defaults under the contract and a final determination
130 as to the ~~dispersal~~ disbursal of sums paid is made by ~~either~~ a court of competent jurisdiction; or

131 c. The developer voluntarily orders the return of the money to the purchaser. ~~Such~~
132 escrow shall be held in a trust account maintained in a federally insured depository located in
133 the Commonwealth of Virginia.; or

134 2. Title to the subdivision is held in trust under a trust agreement until a proper release is
135 obtained and legal title or other interest contracted for is conveyed to the purchaser.

136 **Drafting note: In subdivision A, the word "lots" is stricken and replaced with "a**
137 **lot" on the basis of § 1-227, which states that throughout the Code any word used in the**
138 **singular includes the plural. The deleted sentence in subdivision B 1 c is relocated to**
139 **subdivision B 1 because it applies to all of subdivision B 1. Language is updated for clarity**
140 **and technical changes are made.**

141 § ~~55-343~~ 55.1-xxx. Restraints on alienation.

142 ~~It shall be~~ Provided that selling or leasing a lot is not specifically prohibited by recorded
143 covenant, it is unlawful to restrain the owner of a lot in a subdivision from offering ~~that~~ such lot
144 for sale or lease, ~~provided leasing of the lot is not specifically prohibited by recorded covenant,~~
145 or from selling or leasing such lot. Any deed restriction or recorded covenant ~~which that~~ creates
146 a right of first refusal in excess of ~~thirty~~ 30 days or creates a sales restraint ~~which that~~ denies lot
147 owners the right to post for-sale signs of reasonable size, ~~shall be~~ is null and void.

148 **Drafting note: Wording is reorganized to clarify that the exception to the general**
149 **rule against restraints on alienation applies to both offering a lot for sale or lease and**
150 **actually selling or leasing a lot. Technical changes are made.**

151 § ~~55-344~~ 55.1-xxx. Management, regulation, and control of subdivisions ~~in which there~~
152 are with common facilities or property owners' associations.

153 A. The covenants, deed restrictions, articles of incorporation, bylaws, or other
154 instruments for the management, regulation, and control of subdivisions ~~which that~~ include
155 facilities or amenities for which the lot owners are assessed on a regular or special basis for the
156 use, enjoyment, and maintenance ~~thereof of such facilities or amenities~~ shall provide for, ~~but~~
157 need not be limited to at a minimum:

158 1. Formation of an association to be composed of lot owners within the subdivision, such
159 formation occurring prior to the sale of the first lot within the subdivision by the developer;

160 2. A description of the areas or interests to be owned or controlled by the association,
161 which shall include those facilities or amenities for which the lot owners are subject to ~~special~~
162 ~~or~~ regular or special assessments;

163 3. The transfer of title ~~and~~, control, and maintenance responsibilities of common areas
164 and common facilities to the association, which transfer is to take place no later than at such
165 time as the developer transfers legal or equitable ownership of at least ~~seventy-five~~ 75 percent of
166 the lots within the subdivision to purchasers of such lots or when all of the amenities and
167 facilities are completed, whichever shall occur first ~~occur~~, but in no event any sooner than two
168 years from the date the developer sells his first lot within the subdivision should the developer
169 elect to retain title to the common areas and common facilities for such period. The transfer
170 herein of such title, control, and maintenance responsibilities required of the developer shall not
171 exonerate ~~him~~ the developer from the responsibility of completion of the common areas and
172 facilities once the transfer takes place.

173 Nothing herein in this section shall preclude the developer from transferring the common
174 areas and common facilities for consideration, provided, that (i) ~~that~~ such consideration does not
175 exceed the lesser of the fair market value ~~thereof of such common areas and common facilities~~
176 at the time of transfer or the actual cost expended by the developer ~~therefor, for such common~~
177 areas and common facilities and (ii) ~~that~~ the developer affirmatively discloses the following
178 information to the purchaser, in writing, at the time the initial contract of purchase is signed:

179 a. That the common areas and common facilities will be transferred only upon payment
180 of consideration by the association;

181 b. The terms upon which such transfer will be made; and

182 c. An estimate of the amount of consideration to be paid by the association.

183 In the event the developer seeks payment for the areas or facilities transferred, the
184 association shall have the option of deferring such payment ~~therefor~~, evidenced by a deed of
185 trust note covering a period of not less than five years at the legal rate of interest allowed in ~~this~~

186 the Commonwealth, and secured by a deed of trust covering the ~~facilities or~~ areas or facilities
187 transferred;

188 4. Procedures for determining and collecting regular assessments to defray expenses
189 attributable to the ownership, use, enjoyment, and operation of common areas and facilities
190 transferred to the association;

191 5. Procedures for establishing and collecting special assessments for capital
192 improvements or other purposes;

193 6. Procedures to be employed upon the annexation of additional land to the existing
194 subdivision ~~which procedures that~~ shall disclose whether or not per capita assessments on
195 account of such annexation shall be subject to an increase, in the event additional amenities or
196 common facilities are provided lot owners within the subdivision;

197 7. Such procedures and restrictions, if any, ~~as that~~ apply ~~with respect~~ to the voluntary or
198 involuntary resale of a lot within a subdivision by a purchaser or his agent, which ~~procedures~~
199 ~~and restrictions, if any,~~ shall be established prior to the sale of the first lot by the developer
200 within the subdivision;

201 8. Monetary penalties or use privilege and voting suspension of members for breaches of
202 the restrictions, bylaws, or other instruments for management and control of the subdivision, or
203 for nonpayment of regular or special assessments, with procedures for hearings for the
204 disciplined members;

205 9. Creation of a board of directors or other governing body for the association with the
206 members of the board or body to be elected by a vote of members of the association in good
207 standing at an annual meeting or special meeting to be held not later than six months after the
208 transfer of the areas of facilities ~~outlined provided for~~ in subdivision 3 ~~above~~;

209 10. Enumeration of the power of the board of directors or governing body ~~which are that~~
210 is consistent with and not otherwise provided by law;

211 11. The preparation of an annual balance sheet and operating statement for each fiscal
212 year with provision for distribution of a copy of the reports to each member of the association in
213 good standing within ~~ninety~~ 90 days after the end of the fiscal year;

214 12. Quorum requirements for meetings of members of the association who are in good
215 standing; and

216 13. Such other provisions as may be required by ~~Chapter 10~~ the Virginia Nonstock
217 Corporation Act (§ 13.1-801 et seq.) ~~of Title 13.1~~, if the association is a Virginia nonstock
218 corporation.

219 B. Any developer of a subdivision, successor or otherwise, ~~which~~ when such subdivision
220 is subject to the provisions of this chapter, shall be obligated to complete the facilities and
221 amenities as promised and outlined in subsection A ~~of this section~~ by the initial developer of the
222 subdivision subject to the transfer of title ~~and~~ control, and maintenance responsibilities of
223 common areas and common facilities to the lot owners' association. The foregoing shall not be
224 deemed to apply to any purchaser at foreclosure or grantee in a deed in lieu of foreclosure,
225 provided that the purchaser or grantee is a financial institution and the mortgagee, creditor, or
226 beneficiary under the instrument being foreclosed or giving rise to the deed in lieu of
227 foreclosure. ~~The term financial institution shall mean~~ For the purposes of this subsection,
228 "financial institution" means a bank, savings institution, real estate investment trust, insurance
229 company, pension or profit sharing trust, or other institution regularly engaged in the business of
230 making real estate loans. For purposes of this subsection, the lot owners' association shall not be
231 deemed a developer if at a meeting of its members in good standing a vote is taken ~~whereby and~~
232 at least ~~fifty~~ 50 percent of the members vote to be exempt from the requirements of this
233 subsection.

234 C. The association, once formed and in existence, and the title owner of the common
235 areas and common facilities within the subdivision and which has been in existence for a period
236 of at least five years, shall have the authority to pass special assessments against and raise the
237 annual assessments of the members of the association and to collect ~~said~~ such assessments from

238 such members according to law, if the purpose in so doing is for the maintenance of ~~the~~
239 ~~aforsaid~~ such common areas and common facilities. The authority ~~hereby~~ granted and
240 conferred upon the association ~~shall exist~~ by this subsection exists only where the restrictions
241 and covenants of record ~~have no~~ do not contain specific language ~~contained therein which that~~
242 precludes the adoption of special assessments or increases the annual dues or assessments.

243 D. The association shall have a lien on every lot within its subdivision for unpaid regular
244 or special assessments levied against ~~that~~ such lot in accordance with the provisions of this
245 chapter. The lien, once perfected, shall be prior to all other liens and encumbrances except (i)
246 real estate tax liens on ~~that~~ such lot, (ii) liens and encumbrances recorded prior to the perfected
247 lien, and (iii) any sums unpaid on any first mortgages or first deeds of trust recorded prior to the
248 perfection of the lien for regular or special assessments and securing institutional lenders. The
249 provisions of this subsection shall not affect the priority of mechanics' and materialmen's liens.

250 Notwithstanding any other provision of this chapter, or any other provisions of law
251 requiring documents to be recorded in the miscellaneous lien books or the deed books of the
252 clerk's office of any court, from July 1, 1978, all memoranda of liens arising under this
253 subsection shall, in the discretion of the clerk, be recorded in the miscellaneous lien books or the
254 deed books in such clerk's office. Any memorandum shall be indexed in the general index to
255 deeds, and such general index shall identify the lien as a lien for subdivision regular or special
256 assessments.

257 The association, in order to perfect the lien given by this subsection, shall file before the
258 expiration of ~~ninety~~ 90 days from the time such ~~special~~ regular or ~~regular~~ special assessment
259 became due and payable in the clerk's office of the county or city in which the subdivision is
260 situated, a memorandum, verified by the oath of the president of the association, which
261 memorandum shall contain:

- 262 1. A description of the subdivision;
- 263 2. The name or names of ~~the persons constituting~~ the owners of the lot;

264 3. The amount of unpaid ~~special regular~~ or ~~regular special~~ assessments currently due or
265 past due applicable to the lot, together with the date when each fell due; and

266 4. The date of issuance of the memorandum.

267 ~~It shall be the duty of the~~ The clerk in whose office the memorandum ~~shall be~~ is filed ~~as~~
268 ~~hereinabove provided to shall~~ record and index ~~the same~~ such memorandum as provided in this
269 subsection, in the names of the persons identified ~~therein in such memorandum,~~ as well as in the
270 name of the association. The cost of recording ~~such the~~ memorandum shall be taxed against the
271 person found liable for any judgment or decree enforcing such lien. It ~~shall be~~ is lawful for ~~such~~
272 the memorandum to be filed as one statement listing ~~therein~~ the ~~above required~~ information
273 required in subdivisions 1 through 4 and each of the lot owners whose property within the
274 subdivision is liened ~~thereby~~. The cost of filing shall be as provided in subdivision A 2 of §
275 17.1-275.

276 No suit to enforce any lien perfected under this subsection shall be brought after one
277 year from the time when the memorandum of lien was recorded; however, the filing of a petition
278 to enforce any such lien in any suit ~~wherein in which~~ such petition may be properly filed shall
279 be regarded as the institution of a suit under this subsection; ~~and provided, further, that nothing~~
280 herein. Nothing in this subsection shall be construed to extend the time within which any such
281 lien may be perfected. Nothing shall preclude the association from filing a single suit listing all
282 unpaid delinquent and enumerated lot owners as defendants; and obtaining judgment against
283 those so adjudicated by the court hearing the ~~cause suit~~.

284 The judgment or decree in an action brought pursuant to this subsection shall include,
285 without limitation, reimbursement for costs and ~~attorney's~~ attorney fees, together with the
286 interest at the maximum lawful rate for the sums secured by the lien from the time each ~~such~~
287 sum became due and payable.

288 When payment or satisfaction is made of a debt secured by the lien perfected by this
289 subsection, the lien shall be released in accordance with the provisions of § ~~55-66.3~~ 55.1-xxx.

290 For the purposes of § ~~55-66.3~~ 55.1-xxx, the president or secretary of the association ~~shall be~~
291 deemed is the duly authorized agent of the lien creditor.

292 Nothing in this subsection shall be construed to prohibit the recovery of sums for which
293 this subsection creates a lien.

294 Any lot owner within the subdivision having executed a contract for the disposition of
295 the lot, ~~shall be is~~ entitled, upon request, to a recordable statement setting forth the amount of
296 unpaid regular or special assessments currently levied against that lot. Such request shall be in
297 writing, directed to the president of the association, and delivered to the principal office of the
298 association. Failure of the association to furnish or make available such a statement within five
299 business days from the receipt of such written request shall extinguish the lien created by this
300 subsection as to the lot involved. Payment of a fee not exceeding ~~fifteen dollars~~ \$15 may be
301 required as a prerequisite to the issuance of such a statement if the bylaws of the association so
302 provide.

303 E. ~~Upon~~ If, upon July 1, 1978, and a subdivision becoming subject to the terms ~~thereof~~
304 and ~~the~~ requirements outlined in subdivisions A 1 through 8 ~~of subsection A of this section~~ have
305 not been performed, then the requirements shall have to be fully complied with within a period
306 of ~~ninety~~ 90 days from July 1, 1978, and upon failure to fully perform all of such requirements
307 within the ~~ninety-day~~ 90-day period the failure so to do shall constitute a violation of this
308 subsection.

309 F. Each lot owner within a subdivision ~~which that~~ falls within the ~~definition~~ scope of this
310 chapter shall be responsible for his pro rata share of the cost of maintaining the common ~~areas~~
311 facilities and common ~~facilities~~ areas owned by the association. For purposes of this subsection,
312 "common facilities and common areas ~~shall be defined to mean~~" means only the roads and lakes
313 within the subdivision, and ~~maintenance shall include~~ "maintaining" includes any orderly
314 program for the continued upkeep and improvement of such roads and lakes. The association
315 ~~shall have~~ has the responsibility of determining the pro rata share assessed against each lot

316 owner, and such amount assessed ~~thereby~~ shall be in addition to the annual or special
317 assessment otherwise obligated by each member of the association.

318 G. ~~Providing~~ If a subdivision of land meets the requirement in subdivision 2 of the
319 definition of subdivision as ~~detailed in subdivision 4 b of~~ provided in § ~~55-337 is complied with~~
320 55.1-xxx, then the property owners' association ~~at of~~ the subject subdivision ~~shall have~~ has the
321 powers and duties enumerated in subsections C, D, and F ~~of this section~~ as well as the rights and
322 authority to establish those procedures outlined in subdivisions A 4, ~~A~~ 5, and ~~A~~ 6 and the
323 penalties in subdivision A 8 ~~herein, but shall also have and also has~~ the obligations imposed by
324 such subdivisions and those of subdivisions A 9 through ~~A~~ 12.

325 **Drafting note: Language is updated for modern usage and technical changes are**
326 **made.**

327 ~~§§ 55-345, 55-346. Repealed.~~

328 **Drafting note: Repealed by Acts 1996, c. 372.**

329 ~~§ 55-347~~ 55.1-xxx. Penalties.

330 Any person violating any of the provisions of §§ ~~55-341~~ 55.1-xxx through ~~55-344~~ shall
331 be 55.1-xxx is guilty of a Class 2 misdemeanor. At the discretion of the court, any imprisonment
332 may ~~be rendered to~~ run concurrently with imprisonment ~~rendered or~~ imposed by any court for
333 violation of any law similar to the provisions of this chapter.

334 **Drafting note: Technical changes.**

335 ~~§ 55-348. Repealed.~~

336 **Drafting note: Repealed by Acts 1996, c. 372.**

337 ~~§ 55-349. Repealed.~~

338 **Drafting note: Repealed by Acts 2015, c. 709, cl. 2.**

339 ~~§ 55-350. Repealed.~~

340 **Drafting note: Repealed by Acts 1996, c. 372.**

341 ~~§ 55-351. Reserved.~~

