

Original Mailed to
J. Gordon Kincheloe
P. O. Box 400
Fairfax, Va 22030
on May 22, 1992

1587

THIS INSTRUMENT OF SUBDIVISION made this 22nd day of April, 1992, by J. GORDON KINCHELOE

W I T N E S S E T H

that J. GORDON KINCHELOE, owner, does hereby cause the attached plat to be recorded, establishing a five and five plus acre division of land in Court House Magisterial District, Amherst County, Virginia, known as AMHERST PLANTATION, SECTION TEN; and to further establish the private road access easements to serve this and future sections of Amherst Plantation.

The land is part of the same acquired by J. Gordon Kincheloe by deed recorded in Deed Book 590, page 400, of the land records of Amherst County, Virginia.

The Estates in Amherst Plantation Section Ten shall be subject to Reservations and Restrictive and Affirmative Covenants which are attached hereto. These Reservations and Covenants shall run with the land.

Amherst Plantation Section Ten Homes Association, a non profit Association, is hereby established for the land in Amherst Plantation Section Ten, which association shall be responsible for the private road system and eventually the appointee under the covenants, restrictions, and reservations. The membership and rules for the association shall be as follows:

1. All lot owners are members of the said non-profit association. Membership in the said non-profit association shall be mandatory for all property owners, present and future.
2. The lot owners shall, on behalf of themselves, their heirs, personal representatives, successors and assigns, construct, maintain in good and safe condition, and repair the driveways serving their respective lots so as to not interfere with the street right-of-ways.
3. If a lot owner, or such lot owner's agent, family member, guest, business or professional or personal invitee causes damages to the said street right-of-way, other than ordinary wear and tear, such lot owner shall be required to repair such damage and bear the costs thereof exclusively.

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4. Each lot owner hereby grants to the other lot owners a temporary construction easement across the lot owned by such lot owner for the purpose of construction, maintenance and repair of the street right-of-way.

5. Each lot owner shall pay a yearly assessment of \$200.00 (developer or his assigns shall be exempt from the said assessments.) The yearly assessment may be increased or decreased by a majority of the lot owners, their successors and assigns (one vote per lot); which vote shall be held at a meeting of the said lot owners which, meeting shall be held following the mailing postage prepaid by first class mail no less than fifteen (15) days prior to the date of the said meeting, or by delivery in person at least five (5) days prior to the said meeting. The notice shall state the time, date, place, and purpose of the meeting. Payments shall be due and payable on or before January 1, of each and every year following the recordation hereof.

6. Any costs of repairs, maintenance and/or improvements shall be paid from the yearly assessments. If this fund shall be insufficient the lot owners shall share in the cost of such maintenance and repair on a pro rata basis. The cost shall be based upon the number of lots owned regardless of the nature of the lot owners interest, with the exception of the Developer, which shall be exempt therefrom.

7. The majority of those members present at a duly held meeting shall constitute a quorum. The members present shall elect a committee of officers of the said non-profit association to collect, keep and disburse all monies collected for the repair, maintenance and/or improvements of the said street right-of-ways as directed by said lot owners. A majority of those members present at a duly held meeting shall determine if repair, maintenance, and/or improvements are necessary or desired, and shall through the above committee contract for the said same.

8. Any unpaid yearly assessment or pro-rata share unpaid following (60) days of the billing hereof, and following a thirty (30) day notice given after the said sixty (60) days, a certificate of non-payment may be recorded with the land records of the appropriate jurisdiction and shall become a lien against the said lot for the amount stated in the certificate together with interest at the legal rate, costs and reasonable attorney's fees. Upon the recordation, the said lien shall be prior to any deeds of trust or other recordings subsequent to the recordation of the said certificate. Such lien may be enforced by the committee, the lot owners who have paid their assessment, or by the person or business providing the repair, maintenance and/or improvements to the street right-of-ways.

9. The association shall in due course be the appointee of the developer or his assigns, and shall assume their duties.

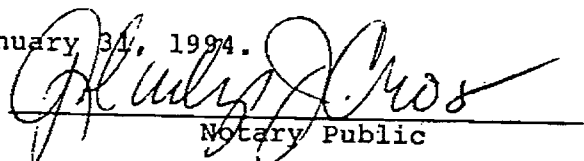
WITNESS the following signature and seal.

 (SEAL)
J. GORDON KINCHELOE

COMMONWEALTH OF VIRGINIA, AT LARGE:

The foregoing instrument was acknowledged before me this 22nd day of April, 1992, by J. GORDON KINCHELOE.

MY commission expires January 31, 1994.


Notary Public

State Tax \$ _____ In the Clerk's Office of the Circuit Court of the County
 County Tax \$ _____ of Amherst, Va., this 6 day of May 19 92
 Transfer Fee \$ _____ this instrument was presented, with the Certificate _____ of
 Clerk's Fee \$ 13.00 acknowledgment _____ thereto annexed and admitted to record at
 Plats \$ 20.00 10:42 o'clock A.M., after payment of \$ _____ tax
 Tax 58-54.1 \$ _____ imposed by Sec. 58-54.1.
 \$ _____ Teste: Roy C. Mayo, III Clerk
 Total \$ 33.00 By Deborah Colley Deputy Clerk

PLAT
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AMHERST PLANTATION SECTION TEN SHALL BE SUBJECT TO THE FOLLOWING COVENANTS, RESTRICTIONS, AND RESERVATIONS THAT SHALL BE DEEMED COVENANTS RUNNING WITH THE LAND:

1. No lot shall be used except for residential purposes.
2. No lot, or portion thereof, shall be used in any manner to constitute a nuisance, or used in any manner for any purpose to endanger the lives, health, and comfort of, or unreasonably disturb the peace or quiet of an owner or occupant of adjoining property in the neighborhood.
3. No animals, or fowl, except horses and household pets shall be kept or maintained on any lot, except with the written consent of the developer or his appointee.
4. No lot shall be used or maintained as a dumping or storage ground for rubbish. Trash, garbage, refuse or other waste material shall be kept in a storage room, or area, screened by appropriate planting or otherwise, and shall be kept in a sanitary container.
5. No structure of a temporary character, basement, tent, shack, garage or other outbuilding shall be kept on any lot any time as a residence, either temporarily or permanently.
6. All lots, improved or unimproved shall be maintained in a neat and sightly manner at all times.

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7. The developer or his appointee reserves easements and rights of way, together with the right to grant the same to utility companies, over and under the roads and outlet easements, and a strip of ground twenty feet in width along the roads and outlet easements, for the purpose of installation or maintenance of public utilities, including but not limited to cable, gas, water, electricity, telephone, and sewerage, and any appurtenances to the supply lines thereof, including guy wires, transformers, meters, etc., by overhead distribution lines or underground installation, including the right to remove and/or trim trees, shrubs, or plants.

8. All buildings shall be set back at least 50 feet from any front, side, or rear line.

9. The land shall not be resubdivided without the written consent of the developer or his appointee.

10. All plans for construction of buildings, residential units, houses, stables, fences, etc on the said property shall be submitted to the developer or his appointee for approval before construction may commence. If said plans are not disapproved in writing within thirty days by letter directed to the owner of said property, then said plans shall be deemed to have been approved.

11. The owner of each lot shall pay \$200.00 a year, the first payment being on January 1, 1993, to Amherst Plantation Section Ten Homes Association, an unincorporated association, the money to be used for the improvement, maintenance, snow removal, repair, or rebuilding of the roads.

This sum may be increased or decreased by the said association, so that enough funds will be available to do the work. These payments shall continue until such time as the roads are taken into the State Highway System or are otherwise publicly maintained. This payment shall be inferior to any bona fide deed of trust, except for the duration of the deed of trust. The developer shall be excluded from the liability for the payment of the above sum on any unsold lots.

12. The developer or his appointee reserve the right to dedicate the roads to public use without the necessity of joinder of any other party.

13. The developer or his appointee reserve the right to grant to others, and additional sections in Amherst Plantation the right to use the roads over and through Amherst Plantation, Section Ten and additional sections, without the necessity of the joinder of any other party.

14. Any mobile home placed on any lot must meet all federal, state, and county requirements. Single wide mobile homes must be placed at least 200 feet back from the front lot line and all existing vegetation maintained as a buffer between the mobile home and the front lot line.

15. Any vehicle stored or parked on any lot must be currently licensed and inspected for use on public highways, unless housed in an approved structure on such lot.

16. No lot shall be timbered without the consent of the developer or his appointee, and any damage to the private road system caused by heavy truck hauling shall be the absolute responsibility of the offending lot owner.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners to the lots has been recorded agreeing to change said covenants in whole or in part. Items Eleven and Twelve above shall survive, even though the other covenants, restrictions, and reservations hereunder may expire.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

19. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. Any one of these restrictions may be released in part or in full by the sole act of the developer or his appointee.