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Tax Map No. 21-111, 21-111A, and 21-111B (Floyd County)
Tax ID No. 58-93, 59-1 and 59-2 (Franklin County)

BK 0974 PG 01837

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SPRINGHOUSEA FARM AGRICULTURAL SUBDIVISION
PROPERTY OF MICHAEL L. QUISENBERRY
AND SHARON H. QUISENBERRY**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this
28th day of January, 2010, by **MICHAEL L. QUISENBERRY** and **SHARON H.
QUISENBERRY**, herein referred to collectively as "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of Parcel No. 1, Parcel No. 2, Remainder
Parcel 146.437 Acres, and Existing Parcel 16.744 Acres, of the property set forth and
described on that certain plat entitled "Right-of-Way Revision for **MICHAEL L.
QUISENBERRY SHARON H. QUISENBERRY 213.181 ACRES...**", prepared by
David B. Scott, L.S., dated March 28, 2003, revised January 21, 2010, designated as Job
No. 7472, which plat is recorded in the Clerk's Office of the Circuit Court of Floyd
County, Virginia, in 10-1163 and in the Clerk's Office of the Circuit Court of Franklin
County, Virginia, in 974/1832, which plat is made a part hereof and incorporated herein
by reference, and which property was acquired by Declarant by Deed dated March 14,
2002, from First Union National Bank, as Trustee Under Will, Robert J. Miller "Spouse's
Trust" and First Union National Bank, as Trustee Under Will, Robert J. Miller "Family
Trust", said Deed recorded in Deed Book 737, Page 593 and Page 596, in the Clerk's
Office of the Circuit Court of Franklin County, Virginia, and recorded as Instrument No.
020000817 and 020000818 in the Clerk's Office of the Circuit Court of Floyd County,
Virginia; and

10 JAN 29 10:29 AM
Pages W. Shortt & Associates, P.C.
Attorneys and Counsellors at Law

108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
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WHEREAS, Declarant is about to sell and convey said Parcels and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions, and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of said Lots in the Subdivision, and of the future owners of said Lots;

NOW, THEREFORE, Declarant hereby declares that all of the above Parcels are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following restrictions and easements, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said Parcels and are established and agreed upon for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Parcels, and for the mutual and reciprocal benefit of each Parcel.

The Covenants and Restrictions are as follows:

1. Term: All of the restrictions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof for a period of fifty (50) years from the date hereof.

2. Use: All Parcels shall be used, improved and devoted exclusively to residential and agricultural uses. No commercial business shall be conducted on any Parcel without written permission from Declarant.

3. Structures: All structures or other improvements on the Parcels are subject to the following terms and conditions:

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A. One (1) story dwellings shall have a minimum of 1,600 square feet of heated living space.

B. One and one-half (1½) story dwellings shall have a minimum of 2,000 square feet of heated living space.

C. Two (2) story dwellings shall have a minimum of 2,400 square feet of heated living space.

D. No more than one (1) single family dwelling shall be constructed on any Parcel except that one (1) detached guest residence is allowed. Guest residences must have a minimum of 1,000 square feet of heated living space and cannot be constructed until the main residence is completed. Detached garages and horse stables are permitted.

E. Locations of all structures are subject to Declarant's approval and must comply with local zoning and land use ordinances.

F. Declarant shall have authority for final approval or disapproval of all architectural plans for any structure, fence, wall or any improvement to be erected on or moved upon any Parcel. Approval or disapproval must be in writing, and based on sound architectural and engineering practices.

G. Two (2) sets of construction documents consisting of completed plans, materials being used (with colors), specifications for any and all proposed improvements and site locations shall be submitted to Declarant for approval. Declarant shall approve or disapprove the submittal within thirty (30) days of receipt and return one set to the person submitting them and retain the other set for Declarant's records. Declarant shall in no way be responsible for any defects in the construction documents submitted, nor for any defects or building code violations that may result in any subsequent construction.

H. No structure of temporary character, and no trailer, singlewide/doublewide/triplewide, manufactured home built on a steel frame, tent, shack, or other outbuilding shall be used on any Parcel at any time, either temporarily or permanently, without written permission of Declarant.

I. Once construction of improvements are started on any Parcel, completion must be accomplished within twelve (12) months from the date of commencement. Improvements must comply with plans and specifications as approved by Declarant and occupancy shall not occur without a certificate of occupancy from the authority which issued the building permit.

J. If any improvement is destroyed by fire, windstorm or any other cause or act of God, such improvement must be rebuilt. Any resulting debris must be removed within three (3) months.

K. If satellite dish antennas or television antennas are being used and are not attached to the dwelling, their locations must be approved in writing by the Declarant. No radio, shortwave or electronic transmission or reception that causes interference to another Parcel owner shall be allowed.

L. No exposed concrete or concrete masonry foundations shall extend above finished grade so as to be visible from the roadway or adjoining Parcels.

M. Driveways must be gravel, surface treated or paved and be well maintained with culvert pipes where needed.

N. All costs relating to the structure approval process (i.e., overnight fees, copying costs, etc.) shall be paid by the Parcel owner seeking approval.

4. Personal Property. Boats, trailers, travel homes or other camping or pleasure (recreational) equipment shall be stored and screened so as to minimize visibility and, where possible, out of sight of any road. Lawn mowers, tractors, garden equipment, etc., must be stored in a building which has been approved by Declarant.

5. Livestock: No animal, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except dogs, cats or other household pets; provided, however, that no commercial kennel is allowed, and each landowner is limited to a total number of five (5) household pets per Parcel. Declarant retains the right to increase the total number of household pets per Parcel. Approval for said increase must be in writing. Horses and ponies may be kept, provided that they are not kept, bred or maintained for any commercial purposes. If horses or ponies are kept, they must have adequate boarding facilities, the construction of which must be approved by Declarant. Pasture areas must be

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kept in a grassy condition, be well maintained and shall not be over-grazed. No feedlots or other intensive agricultural use of the property is permitted.

6. Activities:

A. No noxious or offensive activity (including, but not limited to, a dog that barks excessively) or trade shall be carried on upon any Parcel, nor shall anything be done thereon which may become an annoyance or nuisance to any other Parcel.

B. No signs shall be allowed on any Parcel without written permission from Declarant, except those required by law.

C. No all terrain vehicle (ATV) or motorized trail bikes shall be allowed on any Parcel without the written permission of Declarant. Golf carts or other such utility vehicles are permitted.

D. No tractor trailers, unlicensed or inoperable vehicles, miscellaneous vehicle parts, unused objects or apparatus, or clutter of any kind shall be allowed on any Parcel. Normal homeowner garbage, trash or waste shall be kept in sanitary containers and be removed from property in a regular and timely manner so as not to allow buildup. No Parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No condition that might contribute to a health hazard or an unsightly environment shall be allowed. Outdoor clotheslines and poles are allowed but shall be placed and/or screened so as to be minimally visible from any roadway or other Parcels.

E. Any tank used for fuel storage shall be buried below ground surface or be landscaped out of sight.

F. Roadway vehicular speeds shall not exceed 20 miles per hour.

G. Dusk to dawn lighting and other landscape lighting are permitted; however, the design and location of such must be approved by Declarant, it being the intent that such lights be placed and designed to minimize the impact upon night skies.

H. Because it is Declarant's intent that all Parcels subject to these covenants and restrictions are to be friendly to, and promote the well being of, the natural wildlife therein, hunting is not allowed. However, the shooting of nuisance species (as defined by local authorities) is allowed. Further, the shooting of firearms is also allowed as long as it does not constitute a nuisance to other Parcel owners.

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7. Subdivision: No subdivision of any Parcel shall be allowed without written permission of Declarant, and any subdivision must comply with local zoning and land use ordinances.

8. Utilities: Except for existing utility lines shown by the survey, all electric, telephone, cable TV or other utility lines installed after the date hereof must be installed below ground, unless written permission of Declarant is given otherwise. In addition, except as otherwise provided herein, Declarant must approve the location of all easements.

9. Easements:

The following non-exclusive easements are created and reserved unto Declarant and all future Parcel owners in perpetuity:

A. An easement for ingress and egress, as well as underground utilities, is hereby conveyed and reserved over the 50' right of way shown on the plat of survey.

B. Declarant reserves the right to grant and dedicate easements and rights of way of any kind to any property or Parcels which remains in Declarant's ownership.

C. No easements or rights of way of any kind, whether utility, ingress, egress, for whatever purpose, shall be granted by any Parcel owner under any circumstances to any adjacent, abutting, neighboring, or contiguous landowner's Parcel(s) without written permission from Declarant.

10. Validity: Should any part of these covenants and restrictions be declared void, invalid, illegal or unenforceable by a court with jurisdiction over the parties hereto, such judgment shall in no way affect any other provisions of these covenants and

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restrictions. Further, if any provisions of these covenants and restrictions are in conflict with local, state or federal government laws, ordinances, or regulations, the latter shall prevail.

11. Choice Of Law: These Restrictions and Covenants shall be interpreted and governed by the laws of the Commonwealth of Virginia.

12. Use of Name: No Parcel owner other than Declarant or Declarant's heirs, successors or assigns, shall have the right to use or refer to their property as "Springhouse" property or farm, or any variant or variation thereof, without written permission from Declarant.

13. Enforcement: Declarant shall have the sole right to enforce these Covenants and Restrictions for so long as Declarant owns real estate in the subdivision. After Declarant has sold the property, Parcel owners shall be entitled to enforce the same against each other. If Declarant (or another Parcel owner if Declarant no longer owns real estate in the subdivision) brings any action or claim to enforce any part of the Covenants and Restrictions, Declarant (or the other property owner, if Declarant no longer owns property) shall be entitled to recover from the property owner violating these Covenants and Restrictions all costs, fees, damages and expenses, including attorneys' fees, incurred in bringing the action. Any judgment in favor of Declarant (or other property owner) shall be a priority lien against the offending landowner's real property.

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DECLARANT: BK 0974 PG 01844

By: [Signature] [SEAL]
MICHAEL L. QUISENBERRY

Commonwealth of Virginia,
City/County of Floyd, to-wit:

The foregoing instrument was acknowledged before me this 28th day of January, 2010, by Michael L. Quisenberry, Declarant.

My commission expires:
3/31/2012

[Signature]
Notary Public

MELISSA W. SPENCE
NOTARY PUBLIC-REGISTRATION # 229267
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MARCH 31, 2012

Notary ID # 229267

[Signature] P.O.A.
By: _____ [SEAL]
SHARON H. QUISENBERRY,
By Michael L. Quisenberry, Attorney-In-Fact

Commonwealth of Virginia,
City/County of Floyd, to-wit:

The foregoing instrument was acknowledged before me this 28th day of January, 2010, by Michael L. Quisenberry, Attorney-In-Fact, for Sharon H. Quisenberry, Declarant.

My commission expires:
3/31/2012

[Signature]
Notary Public

MELISSA W. SPENCE
NOTARY PUBLIC-REGISTRATION # 229267
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MARCH 31, 2012

Notary ID # 229267

This instrument was prepared by:
James W. Shortt & Associates, P.C.
108 South Locust Street
Post Office Box 900
Floyd, Virginia 24091
Phone: (540) 745-3131
Fax: (540) 745-2999

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
Jan 29, 2010, at 12:43 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 \$ 6 has been paid.

Tester: WENDELL G. PETERS, Clerk
[Signature]

D.C.