Plat Cabinet A
Slides 9&10

PLANTATIONS ON THE JAMES
Dedication of Plat and
Declaration of Protective Covenants,
Conditions and Restrictions

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, B. K. Haynes Corporation, a Virginia Corporation, and Billy R. Clark and Frederica S. Clark, husband and wife, hereinafter referred to as "Declarant", does hereby record the plat of a subdivision known as PLANTATIONS ON THE JAMES, lying and being situate in the Hamilton Magisterial District, Cumberland County, Virginia, and being more fully described on the plat and survey of Plantations on the James, and dated September 12, 1989, and made a part hereof, and to be recorded in the Clerk's Office of the Circuit Court of Cumberland County, Virginia simultaneously with this instrument in Plat Book Original, Page 9, to which reference is hereby made, and said real estate being all the same real estate conveyed to the said B. K. Haynes Corporation and Billy R. Clark and Frederica S. Clark, husband and wife, by deed dated May 25, 1989, and recorded in Deed Book 173, page 510.

All lots in Plantations on the James Subdivision except Lot No. 22 on said plat, which is hereby excluded from this Subdivision, shall be subject to the following protective covenants, conditions and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots:

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Plantations on the James Property Owners Association, its successors and assigns, which association shall be governed by the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the Code of Virginia.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property, including contract sellers but excluding those have such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Lot" shall mean and refer to any numbered or lettered plot of land shown upon the recorded subdivision plat of the property, except Lot 22, which lot is not a part of this subdivision.

5. "Declarant" shall mean and refer to B. K. Haynes Corporation and Billy R. Clark and Frederica S. Clark, husband and wife, their successors and assigns.

6. "Common Area" and "Access" to the James River shall mean and refer to that area of land shown on the subdivision plat, as amended from time to time in accordance herewith, as a 20 foot easement and being intended for the common use and enjoyment of all Owners, and any other property that may be transferred to the Association.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may be separated from ownership of any Lot which is subject to assessment.

2. On or before October 1, 1990, or when three-fourths (3/4) of the lots have been sold, whichever occurs first, a Property Owners Association shall be established with membership consisting of the Owners (and only the owners) of each lot in Plantations on the James who shall have one (1) vote per lot owned. The Board of Directors of three (3) to five (5) members shall be elected by the lots owners.

The initial Directors of the Association consisting of one to five members shall be appointed by the Declarant or its assigns and thereafter the Board of Directors shall be responsible for calling the first meeting of the Property Owners Association on or before November 30, 1990, and shall be responsible for the mailing of the written notice of the lot assessment which is due and payable on November 30, 1990. The meeting shall be held in Cumberland County, Virginia, at a suitable place to be designated by the initial Board of Directors. At said meeting the said owners shall, by majority vote, form the said Association's legal entity as they deem advisable and shall elect a Board of Directors and or officers of said Association.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENT

1. The Declarant shall assess initially, for each Lot, One Hundred Dollars ($100.00) per year for the use, upkeep and maintenance of the rights-of-ways within Plantations on the James, and such other common facilities as the said Declarant may provide therein, subject to any increase as provided hereinafter.

2. Any assessment made pursuant to this article, including a late fee of Five Dollars ($5.00), interest at the rate of Ten Percent (10%) per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on this property until paid. The lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be increased by a percentage increase greater than the Cost of Living Index (urban) as published by the Department of Interior, Bureau of Standards. The owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Plantations on the James Property Owners Association to be created as herein set forth, and agrees to pay an amount determined by the positive vote of Owners of at least two-thirds (2/3) of the Lots in said subdivision as deemed necessary for the purpose of maintaining (inculding the removal of snow and the repairs and improvements of said roadways) the right of ways and roadways shown on the subdivision plat and any common areas, as well as the right of way, which is in common with others entitled to its use, from State Route 602 to the subdivision. During November of each year, beginning November, 1990, said Association shall notify each lot owner, in writing, as to the amount of the lot assessment which shall be due and payable by November 30 of each year. In the event of a resale or transfer of one or more parcels in said subdivision, this obligation shall run with the land and become the obligation of the new owner(s) even though it may have been assessed to a prior owner.

3. If the owner of any lot is in default in the payment of any assessments, including interest and costs of collection, in addition to any other means of collection, the Property Owners Association may bring an action at law against the owner personally obligated to pay same, and may also sell the lot involved at a public auction after advertisement once a week for four (4) successive weeks in a newspaper having general circulation in Cumberland County, Virginia, and after thirty (30) days written notice mailed by certified mail, return receipt requested, to the last known address of said owner. Cost of sale,

including reasonable and necessary attorney's fees, advertising costs, auctioneering fees, recording fees, and other necessarily incurred costs shall be paid from the proceeds of sale before the payment of the amount involved. Or, if the owner chooses to pay the assessments before sale of the property, the costs incurred to date of the owner's payment of the assessment shall be collected from the owner as a condition precedent to cancellation of the sale.

4. In exchange for Declarant's installation of said roadways and rights-of-way, the Declarant shall be forever exempt from the payment of said annual assessments and road maintenance and common area assessment fees as to all lots now owned or hereafter acquired within Plantations on the James.

5. The Association, be majority vote of the members, may impose annual association dues to be paid by each owner for each lot owned in order to provide necessary funds to insure payment of the necessary costs of administering the lotowners association (preparation of newsletters, postage, phone calls, legal fees, etc.). The annual assessment may not exceed $20.00 per lot, except with the affirmative vote of three-fourths (3/4) of the members.

6. If any one owner owns two or more adjoining (contiguous) lots, only one assessment shall be payable so long as two or more lots are so owned, and only one house is built by said owner of said lots. If any of said lots is thereafter sold or conveyed or improved by an additional dwelling, it shall be subject to a separate assessment of $100.00. Nothing herein shall be deemed to alter the "one vote per lot owned" rule which is established in Article II, Paragraph 2, above.

7. Each lot owner, by acceptance of a deed thereto, acknowledges that the roads and rights-of-way in the subdivision are private in nature and shall not be maintained by the Virginia Department of Transportation or other public agency and that the maintenance and improvement thereof shall be the mutual obligation of the landowners in the subdivision utilizing said roads and that such private roads and rights-of-way shall not be taken into the State Secondary System unless and until the landowners shall have constructed and dedicated the said private roads in accordance with the Virginia department of Transportation specifications, and thereafter the Cumberland County Board of Supervisors shall have recommended that said roads and rights-of-way be taken into the State System of Secondary Highways.

ARTICLE IV
USE RESTRICTIONS

1. No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs not to exceed six (6) square feet in area, (said signs must comply with Cumberland County ordinances relating to erection of signs), and except for directional and informational signs of Declarant.

2. Resubdivision of any lot is not permitted unless or until the provisions of the Cumberland County Subdivision Ordinance are met by the individual lot owner at the cost of the individual lot owner wishing to subdivide, and further that the Cumberland County Zoning Ordinance is complied with. Any such new lot created by such resubdivision shall pay its prorated share of private road maintenance assessments as provided in Article III, Paragraphs 1 through 7.

3. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger if

necessary, shall be used in constructing the driveway in order to facilitate natural drainage. No parking that obstructs traffic is permitted upon any lot within the Property, and as a part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guests.

4. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any Lot. Temporary camping trailers may be placed on any lot, provided they are in compliance with Cumberland County and Virginia laws concerning temporary camping. Temporary camping shall be for no more than one week at a time for the personal use of the owner and his immediate family.

5. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed twelve (12) months.

6. Not more than one single family residence shall be erected on any lot. Said residences shall contain a minimum of 1800 square feet for a ranch type house and a minimum of 1200 square feet for the first floor of a two story or cape cod style residence. Said square foot minimum is of living area, excluding basement, garage, carport, deck, and overhanging eaves. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No exterior siding of masonry block or cinder block shall be permitted. Mobile homes are not permitted, except that Lot No. 8, at the time of subdividing the Property, has located on it a mobile home, which the purchaser of said lot shall remove within 24 months of the date of purchase of said lot from Declarant.

7. Each lot shall be used for residential/recreational purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

(a) Home occupations conducted by occupant.

(b) Agricultural uses, including incidental uses and the construction of accessory buildings connected with agriculture or the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence. Said accessory buildings shall not be used for temporary sleeping or camping quarters.

(c) Not more than one (1) head of livestock per acre shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners Association, provided that no pigs or pig pens are allowed within the subdivision. All livestock must be fenced in. Operation of any laying hen, broiler houses, or other poultry business is prohibited. Limited raising of poultry for personal use is permitted.

8. The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of any Owner or his contractor enroute to or from Owner's lot. All lots, improved or unimproved, must be maintained by Owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.

9. No building shall be erected closer than eighty (80) feet from the front property line, nor closer than thirty-five (35) feet to the side or rear property lines, with the exception that where one or more tracts are used together for the construction of one dwelling, then said thirty-five (35) foot setback shall apply only to the outside lines. However, where two or more lots are used together for construction of a dwelling house, and where the thirty-five (35) foot setback rule is thus waived, the two or more lots which comprise the homestead shall thereafter be sold and conveyed as one unit, but voting and membership rights shall not be affected.

10. All sanitation facilities constructed on any lot shall conform with the regulations of the Virginia and Cumberland County Health Departments.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All raw materials must be kept from view where possible. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon two-thirds (2/3) vote of the Board of Directors, and after fifteen (15) days notice to the owners of the property, the Property Owners Association shall have the right, through its agents and employees, to enter upon the said lot and perform necessary maintenance repairs (including mowing and removal of grass over 24" high in the form of hay), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

12. The Declarant reserves unto themselves, and their assigns, the right to erect, maintain, operate and replace telephone and electric light poles, conduits and related equipment and water, gas and sewer liones, and the right to grant easements or rights-of-way therefor, over, on and under a strip of land sixteen (16) feet wide along all property lines not serving as the centerline for rights-of-ways, and twenty (20) feet along all the rights-of-ways (and additional width as necessary for guying purposes), in addition to easements reserved by any other instrument duly recorded. Where the centerline of roadways or rights-of-ways serve as the centerline of a lot, then the twenty (20) foot wide easement herein otherwise reserved, shall exclude any portion of the lot included in the roadways or rights-of-ways, and extend instead, across the remainder of the lot bounding on said roadways or rights-of-ways. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services however, as it is contemplated that actual installation will be made at the expense of the utility and/or owners.

13. Each lot owner shall have an unobstructed right of way and easement over and across the roads as shown on the subdivision plat as recorded from time to time, and across the road giving to access to State Route 602, for the purpose of ingress and egress to and from the public roads and any common facilities in the development. No part of any lot may be sold or used as a road or right-of-way to any land outside the Property without advance written permission of the Declarant or Owners Assocation. The lot owners association shall be solely responsible for the maintenance of the subdivision roads.

14. Reasonable cutting of wood or timber for personal use or for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.

15. The use of any recreational motor vehicles (such as trail bikes, three wheelers, etc.) is prohibited within the

subdivision unless they are equipped with proper noise abatement devices.

16. If any Lot Owner shall violate any of the covenants herein, it shall be lawful for any other person, of persons or legal entities owning real estate situated in said subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure to enforce any provisions herein contained shall in no way be deemed a waiver of the right to do so hereafter.

17. The Association, by vote of two-thirds (2/3) of its members, may make additions rules, covenants, and restrictions for the use of the Property, which together with the above, may be enforced by the fines of other penalties.

ARTICLE V
GENERAL PROVISIONS

1. Declarant reserves the right to replat any unsold lot or lots. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold lot(s).

2. In the event state, local government, and utility companies, or Declarant, requires the installation of a public utility system with the area of which this subdivision is a part, the grantee or grantees, by the acceptance of a deed, do hereby agree to pay their proportionate share for the cost and expense of the erection, maintenance and operation thereof as the same cost is to be determined by the appropriate authority.

3. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declarant. Failure by the Declarant or Association or by any owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Additional property may be annexed to the Property by Declarant.

5. Declarant reserves right to reasonably modify, change or waiver these covenants herein without the consent of any of the owners for a period of one year from date of the sale of the last lot by Declarant in Plantations on the James.

ARTICLE VI

1. The covenants, restrictions and other provision of this Declarant shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five per cent (75%) of the lot owners.

2. Invalidation of any of the covenants, restrictions or other provisions of the Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

3. Whenever in this Declaration the contect so required, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

WITNESS THE FOLLOWING SIGNATURES AND SEALS of B. K. Haynes Corporation, Billy R. Clark and Frederica S. Clark, by Billy R. Clark, Attorney in Fact, this 26th day of October, 1989.

B. K. HAYNES CORPORATION
BILLY R. CLARK
FREDERICA S. CLARK

BY: Billy R. Clark
Billy R. Clark,
Attorney in Fact

STATE OF VIRGINIA
COUNTY OF CUMBERLAND, to wit;

The foregoing instrument was acknowledged before me this 26th day of October, 1989 by Billy R. Clark, Attorney in Fact for B. K. Haynes Corporation, Billy R. Clark and Frederica S. Clark.

My Commission Expires: December 10, 1989. Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of the County of Cumberland the 27th day of October, 1989.

This document was this day presented in said office and, with certificate of acknowledgement annexed, admitted to record at 12:15 o'clock P.m. and payment of $ — tax imposed by Section 58.1-803 received.

State Tax $ — County Tax $ —

Teste: Clerk

Examined and delivered to James P. Baber