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File# 847
BK **1069** PG **266-267**

THIS DEED made this 17th day of January, 2007, by and between AMHERST PLANTATION CORPORATION, a Virginia Corporation, party of the first part, GRANTOR, and WILLIAM R. FREEMAN and CATHERINE L. FREEMAN, parties of the second part, GRANTEES;

WITNESSETH that for and in consideration of the sum of \$10.00, cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, unto the parties of the second part, as tenants by the entirety with the common law right of survivorship expressly retained, that is to say that in the event of the death of either of the parties of the second part, that the land hereby conveyed shall vest in the survivor in fee simple, all of that certain tract or parcel of land located in Madison Magisterial District, Amherst County, Virginia, being all of Tract 22, AMHERST PLANTATION, SECTION TWELVE, as the same appears platted and recorded in Deed Book 644, page 425 and Plat Book N, page 15, etc., of the land records of Amherst County, Virginia.

This conveyance is made together with and subject to access of record and further to covenants, restrictions, and reservations of record with Amherst Plantation, Section 12.

REFERENCE is hereby made to said Deed Book and Plat Book for a further and more particular description of the land hereby conveyed. For derivation of title reference is hereby made to Deed Book 657, page 674 of the land records of Amherst County, Virginia.

WITNESS the following signature and seal.

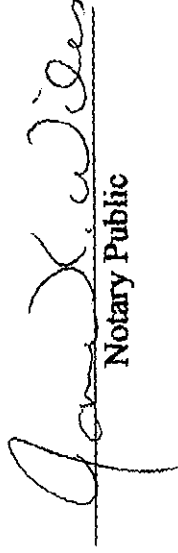
AMHERST PLANTATION CORPORATION

BY: Mary J. Hincheloe
President

COMMONWEALTH OF VIRGINIA, AT LARGE:

The foregoing instrument was acknowledged before me in Fairfax County, Virginia, this 17th day of January, 2007, by MARY T. KINCHELOE, PRESIDENT OF AMHERST PLANTATION CORPORATION, a Virginia Corporation, on behalf of said corporation, pursuant to due authority of said corporation.

My commission expires June 30, 2008.


Notary Public

Page 2 continued : Tract 22, Section 12, Amherst Plantation, to William R. Freeman and Catherine L. Freeman

Grantees Address: 104 Chelsea Mews
Suffolk, Virginia 23435

Consideration: \$30,000.00

Prepared by: Mary T. Kincheloe
7821 Kincheloe Road
Clifton, Virginia 20124

Tax Map # 14D-11.22

State Tax 039	\$ 75.00	VIRGINIA: in the Clerk's Office of the Circuit Court of
County Tax 213	\$ 25.00	Amherst County Feb. 6 2007. This writing
Transfer Fee	\$ 1.00	was admitted to record at 11:13 o'clock A.M. and
VSLF 145	\$ 1.50	the tax imposed by Sec. 58.1-802 of the Code in the amount
Clerk's Fee	\$ 30.50	of \$ 30.00 has been paid.
Plats	\$	
State Tax 038	\$ 15.00	TESTE: ROY C. MAYO, III Clerk
County Tax 220	\$ 15.00	By Deborah A. May Deputy Clerk
Total	\$ 163.00	

Original Mailed to
J Gordon Kincheloe Sr
P O Box 400
Fairfax, Va 22030
on September 21, 1992

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THIS INSTRUMENT OF SUBDIVISION made this 24th day of August,
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
plats to be recorded, establishing five and five plus acre
divisions of land in Madison Magisterial District, Amherst County,
Virginia, known as AMHERST PLANTATION, SECTION NINE AND SECTION
TWELVE AND SECTION FOURTEEN, and to further establish the
private road access easements to serve these and future sections
of Amherst Plantation.

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

The land is part of the same acquired by J. Gordon Kincheloe
by deed recorded in Deed Book 590, page 400 and Deed Book 618
page 194 of the land records of Amherst County, Virginia.

WITNESS the following signature and seal.

J. Gordon Kincheloe (SEAL)

J. GORDON KINCHELOE

COMMONWEALTH OF VIRGINIA, AT LARGE:

The foregoing instrument was acknowledged before me in the
County of Fairfax, Virginia, this 24th day of August, 1992, by

J. GORDON KINCHELOE.

My commission expires

January 31, 1994

Glenway J. Croston

Notary Public

BOOK 64 PAGE 425

State Tax \$
County Tax \$
Transfer Fee \$
Clerk's Fee \$ 13.00
Plats \$ 30.00
Tax 58-54.1 \$ 2:34 P.M., after payment of \$ tax
imposed by Sec. 58-54.1.

Total \$ 43.00 By Sarah Coffey Clerk
Roy C. Mayo, III Deputy Clerk

PLAT
Recorded in Plat Book
No. N Page 15-16-17

AMHERST PLANTATION 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.
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 \$100.00 a year, the first payment being on January 1, 1991, to Amherst Plantation Homes Association, Inc., 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 corporation, 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 constitute a lien on the land, except that the same shall be inferior to any bona fide deed of trust, for the duration of the deed of trust. The

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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 One and additional sections, without the necessity of the joinder of any other party.

14. 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 of 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.

15. 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.

16. Invalidity 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.

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