

Tax Map # 22-111 (Floyd County)  
Parcel ID # 590000100 (Franklin County)

Prepared by and return to:  
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**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR SPRINGHOUSE FARM AGRICULTURAL SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPRINGHOUSE FARM AGRICULTURAL SUBDIVISION (the “Amended Declaration”) is made as of the \_\_\_\_ day of August, 2021, by MICHAEL L. QUISENBERRY and SHARON H. QUISENBERRY (“Declarant”) and FRANK DREUSICKE and BETTY DREUSICKE (the “Dreusickes”), collectively referred to herein as the “Parties.”.

**RECITALS**

WHEREAS, Declarant is the fee simple owner of the real property and improvements located in the County of Floyd, Virginia, and the County of Franklin, Virginia, containing approximately 188.181 acres and known as Lots 2, 3, 4, 5, and 6, Springhouse Farm, as shown on that Lot Line Revision and Agricultural Subdivision for Michael L. Quisenberry and Sharon H. Quisenberry, prepared by D. Jeffrey Scott, dated June 17, 2013, revised June 16, 2014, and recorded in the Circuit Court of Floyd County, Virginia at \_\_\_\_\_ and in the Circuit Court of Franklin County, Virginia, at \_\_\_\_\_ (the “Plat”); and

WHEREAS, the Dreusickes are the owner of Lot 1, Springhouse Farm, as shown on the aforesaid Plat; and

WHEREAS, the aforesaid properties are subject to the Declaration of Covenants and Restrictions for Springhouse Farm Agricultural Subdivision dated as of January 28, 2010, and recorded in the Circuit Court of Floyd County Virginia at Instrument No. 100000165, and in the Circuit Court of Franklin County, Virginia, at Deed Book 974, page 1837 (the aforesaid properties then being subdivided as set forth on a plat prepared by David B. Scott, dated March 28, 2003, revised January 21, 2010, and recorded in the Circuit Court of Floyd County Virginia at Plat Book 10, page 163, and in the Circuit Court of Franklin County, Virginia in Deed Book 974, page 1832); and

WHEREAS, Declarant desires to amend and restate the aforesaid declaration as set forth herein, and the Dreusickes join in to evidence their assent that they, and their successors and assigns, be bound by this Amended Declaration, which supercedes the prior declaration and shall run with the land and bind the parties hereto and their successors and assigns.

NOW, THEREFORE, the parties hereto hereby declare that all of the Property is and shall be held, sold, transferred, conveyed, occupied, and used subject to the provisions of the Amended Declaration hereinafter set forth, for and during the period of time hereinafter specified.

1. Definitions. The following words when used in this Amended Declaration shall have the following meanings:

A. "Declarant" shall mean and refer to Michael L. Quisenberry and Sharon H. Quienberry, or the survivor, and their successors and assigns. Successors and assigns of Declarant specifically includes any person or entity to whom Declarant assigns declarant status by recorded instrument or to whom those rights may accrue by operation of law. Declarant and their successors and assigns shall have Declarant status so long as Declarant owns a Lot subject to this Declaration. Declarant may elect to terminate their status as Declarant by giving written notice to the Lot owners.

B. "Lot" or "Lots" shall mean the lots owned by the parties subject to this Amended Declaration and shown on the aforesaid Plat, including the dwellings and other improvements located thereon.

1. Term and Amendment. This Amended Declaration and the terms herein shall run with the land and 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 20 years. [after which time this Amended Declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by not less than two-thirds (2/3) of the lot owners has been recorded, agreeing to terminate or change said Amended Declaration in whole or part; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every Lot owner at least sixty (60) days in advance of any action taken. Unless specifically prohibited herein, this Amended Declaration may be amended by an instrument either (i) signed by Declarant so long as it owns any Lot subject to this Amended Declaration or (ii) thereafter signed by not less than two-thirds (2/3) of the Lot owners. Any amendment must be properly recorded to be effective].

2. Use. All Lots shall be used, improved, and devoted exclusively to residential and agricultural purposes. Home or farm businesses which comply with local zoning ordinances and do not generate excessive walk in or traffic that would overburden the roadway are permitted.

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

A. One (1) story dwellings shall have a minimum of 1,400 square feet of (finished) heated living space.

B. One and one-half (1/2) story dwellings shall have a minimum of 1,800 square feet of (finished) heated living space.

C. Two (2) story dwellings shall have a minimum of 2,200 square feet of (finished) heated living space.

D. No more than one (1) single family dwelling shall be constructed on any lot, except that one (1) detached guest residence is allowed. A guest residence must have a minimum of 700 square feet of (finished) heated living space and cannot be constructed until the main residence is completed. Detached garages, barns, 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 other improvement to be erected or moved upon any lot. Approval or disapproval must be in writing, and based on sound architectural and engineering practices. Declarant may waive by written notice the right to approve or disapprove construction of improvements on a Lot.

G. Two (2) sets of construction documents consisting of completed plans and specifications including all materials being used (with colors), and site location, 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 not be responsible for any defects in the construction documents submitted, nor for any defects or building code violations that may result from defective construction.

H. No structure of a temporary character, and no trailer, singlewide, doublewide, or triplewide, or manufactured home built on a steel frame, tent, shack or other outbuilding shall be used for housing purposes on any Lot at any time, either temporarily or permanently, without written permission of Declarant, except that such structures may be used during construction of a residence but must be removed within six months of substantial completion of the permanent residence.

I. Once construction of improvements is started on any Lot, the construction must be completed within twelve (12) months from the date of commencement, unless this period is extended by written permission of Declarant. Improvements as built must comply with the 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 substantially damaged or destroyed by fire, windstorm, or any other cause or act of God, such improvement must be (promptly) rebuilt or restored. Any resulting debris must be removed within three (3) months. (Each Lot owner shall obtain and maintain fire insurance and hazard insurance in an amount equal to not less than the full insurable value of the dwelling on a Lot.)

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 reception that causes interference to another Lot 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 Lots.

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

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

5. Livestock. Farm animals, livestock, poultry, and horses may be kept in conformance with local zoning and other ordinances. Good farming practices will be followed so pastures will not be overgrazed. No commercial processing or other animal facilities are allowed. Dogs, cats, and ordinary household pets are permitted in ordinary household numbers and no commercial kennels are allowed.)

6. Activities.

A. No noxious or offensive activity (including, but not limited to, a dog that barks excessively) or trade shall be carried on any Lot, 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 Lot without written permission from Declarant, except those required by law.

C. All-terrain vehicles (ATV), motorized trail bikes, and other recreational utility vehicles (UTVs) are allowed so long as there is no excessive noise or nuisance to adjoining Lots, and no trails or tracks for such vehicles are located or used within view of the (50 foot right of way) access road to (the Lots).

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 Lot. Normal household garbage, trash, or waste shall be kept in sanitary containers and removed from the property in a regular and timely manner so as not to allow buildup. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No condition that might cause or 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 Lots.

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

F. Roadway vehicular speeds shall not exceed 15 miles per hour.

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

H. No hunting is allowed within 100 feet of roadways and the 50 foot right of way easement, dwellings, and within 100 feet of the common boundaries of Lots 1 and 2 and Lots 2-4 as shown on the Plat (the "Restricted Areas"). The shooting of firearms is also allowed as long as it does not constitute a nuisance to other Lot owners and does not take place within the Restricted Areas. To the extent Virginia hunting laws and regulations impose stricter limits on hunting and shooting of firearms, then those laws and regulations shall control.

7. Subdivision. No subdivision of any Lot shall be allowed without the written consent of Declarant, and any subdivision approved by Declarant must comply with local zoning and land use ordinances.

8. Utilities. Except for existing utility lines as shown on the Plat, all electric, telephone, cable television, and other utility lines must be installed below ground, unless Declarant gives written consent otherwise. Declarant must approve the location of all underground utilities and easements, unless located within the easements granted herein and on the Plat.

9. Easements. The following non-exclusive easements are created and reserved unto Declarant and all Lot owners of the Property in perpetuity:

A. An easement for ingress and egress, as well as underground utilities, is hereby conveyed and reserved for Lot owners over the 50 foot right of way shown on the Plat.

B. Declarant reserves the right to grant and dedicate private easements and rights of way over and upon any Lots owned by Declarant.

C. No easements or rights of way of any kind, whether for ingress and egress, or utilities, or other purposes, shall be granted by any Lot owner without the written permission of Declarant.

10. Validity. All of the covenants, conditions, restrictions, and reservations contained herein shall be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof is void, unlawful or unenforceable, shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, of clause or phrase thereof, which shall remain in full force and effect.

11. Choice of Law. This Amended Declaration shall be interpreted and governed by the laws of the Commonwealth of Virginia.

12. Use of Name. No Lot owner, other than Declarant, their successors and assigns, shall have the right to use or refer to their property as “Springhouse Farm” or any variant thereof without written permission of Declarant.

13. Enforcement. Declarant shall have the sole right to enforce the terms of this Amended Declaration for so long as Declarant owns a Lot subject in the Property. When Declarant no longer owns a Lot in the Property, the Lot owners shall be entitled to enforce the terms of this Amended Declaration by bringing an action or claim in any court of competent jurisdiction for injunctive and declaratory relief and damages, and shall be entitled to recover from any Lot owner violating the terms of this Amended Declaration any sums due for money damages, including reasonable attorneys’ fees, and any other relief afforded by a court of competent jurisdiction.

14. No Waiver of Rights. The failure of Declarant or of a Lot owner to enforce any right, provision, covenant, or condition which may be granted by this Amended Declaration shall not constitute a waiver of the right of the Declarant or Lot owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Declarant or any Lot Owner pursuant to any term of this Amended Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies.

WITNESS the following signatures.

\_\_\_\_\_  
Michael L. Quisenberry {SEAL}

Commonwealth of Virginia )  
City/ County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Michael L. Quisenberry.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Sharon H. Quisenberry {SEAL}

Commonwealth of Virginia )  
City/ County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Sharon H. Quisenberry.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Frank Dreusicke {SEAL}

Commonwealth of Virginia )  
City/ County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2021, by Frank Dreusicke.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Betty Dreusicke {SEAL}

Commonwealth of Virginia )  
City/ County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2021, by Betty Dreusicke.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_