

**THIRD AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE  
L. BARNES BROCKMAN, SR. BUSINESS AND INDUSTRIAL PARK**

WHEREAS, the Town of Amherst hereinafter referred to as "Town" is the original owner, acting through the Town Council of the Town of Amherst, a municipal corporation existing under the laws of the Commonwealth of Virginia, of the L. Barnes Brockman, Sr. Business and Industrial Park, as more particularly described on a plat entitled Compiled Plat Showing Revised and Proposed Additional Easements for L. Barnes Brockman Business and Industrial Park, prepared by Draper Aden & Associates and dated June 19, 2001, recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia in Plat Cabinet 2, Slide 359 along with Amended and Restated Declaration Protective Covenants, Conditions and Restrictions for the L. Barnes Brockman Business and Industrial Park in Deed Book 846, page 418, and hereinafter referred to as the "Brockman Park"; and

WHEREAS, Centra Health has purchased Lot 11 as shown on the aforementioned plat; and

WHEREAS, Steven D. Clancy, LLC has purchased Lot 10 as shown on the aforementioned plat; and

WHEREAS, Town intends to sell and/or lease parcels of land in the Brockman Park for commercial and industrial use and has recorded a prior Declaration imposing certain conditions and restrictions on the Brockman Park and desires to amend and replace said prior Declaration;

NOW, THEREFORE, Town hereby declares that this Declaration supersedes and replaces the previously recorded Declaration and further declares and provides that each and every parcel of the Brockman Park shall be conveyed subject to the following conditions, covenants and restrictions which shall run with the land to insure proper use and appropriate development of each building site and the grounds thereof; to protect the environment and aesthetics in the Brockman Park; to ensure compliance with all and required Town, Amherst County, and Commonwealth of Virginia approvals; and in general to provide for a high quality of development so that each building site will not adversely affect the health or safety of residents or workers in the area nor be detrimental to the use or development of other properties in the Brockman Park, and

FURTHER, that a copy of this covenant shall be recorded in the Clerk's Office of the Circuit Court for the County of Amherst, Virginia, and shall be binding upon and running with the land including each and every parcel whether sold or leased and by reference made a part of each and every deed, option, lease or other grant of any interest in and to any parcel thereof as a part of the terms thereof.

A. DELEGATION OF POWERS

Town may delegate by resolution of the Town Council such powers as are granted or reserved to it under this Declaration to any other entity that it deems appropriate. By the adoption of this Declaration and its recordation, the Town delegates its authority to operate as the Brockman Park Association to the Industrial Development Authority for the Town of Amherst until such time as the Town delegates such power to another entity by written declaration recorded in the Circuit Court Clerk's Office for Amherst County.

B. DEFINITIONS

Definition of Terms:

1. "Building Site" shall mean any contiguous plot of land located within the Brockman Park. The size and dimensions of each individual Building Site shall be established by the legal description in the original conveyance from Town to the first fee owner of said plot of land, other than Town. A Building Site may also be established by Town by an instrument in writing, executed, acknowledged, and recorded by Town, which designates a plot of land as a Building Site for purposes of these covenants. If two or more Building Sites, as defined hereinabove, are acquired by the same owner in fee, such commonly owned Building Sites may, at the option of said owner, be combined and treated as a single Building Site for purposes of the Covenants contained herein.
2. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, screening, if any, and any structures of any type or kind.
3. "Owner" shall mean the party or parties owning fee title to a Building Site and shall also include a tenant leasing a building site; provided, however, that an Owner may, upon written notice to Town, assign all or part of his rights but not his duties hereunder to Owner's tenant.
4. "Property used in common" shall mean and refer to those areas of the property devoted to the common use and enjoyment of the owners of all Building Sites, including, but not limited to, common signs, median strips located in streets, islands in cul-de-sacs, entrance to park, detention or retention ponds, and drainage areas.

C. Building Codes

All construction within Brockman Park shall comply with the applicable portions of all local, state and federal codes, including but not limited to, building codes and life safety codes.

D. Site Development Requirements

1. Development of Building Sites within Brockman Park shall comply with all applicable portions of all local, state, and federal: acts, codes, ordinances and laws and additional comply with additional requirements herein described. It is the intent of these covenants to promote conformity and harmony in the location and placement of the improvements of the Building Site giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the Improvements with respect to topography, grade and finished ground elevations.
2. No billboards or advertising signs other than those identifying the name, business, and products of the person or firm occupying the premises shall be permitted, except that a sign offering the premises for sale or lease may be permitted. No signs which have an intermitting beam or rotating beam shall be permitted. No signs shall be erected or altered without the written prior approval of Brockman Park Association. All signs must be approved pursuant to the applicable portion of the Town of Amherst Zoning Ordinance.
3. All outdoor storage shall be confined to location and screened with fencing or vegetation as approved by Brockman Park Association so as not to be visible from adjoining Building Sites.
4. Site lighting and security lighting shall be designed to prevent spillover light beyond the property lines of a Building Site. Failure to correct lighting problems shall be cause for Brockman Park Association to undertake the required improvements at the expense of the Owner thereof. Failure to reimburse Brockman Park Association for such expenses shall be cause for a lien against the Building Site by Brockman Park Association.
5. Landscaping shall be required in a form and manner acceptable to, and according to plans approved in writing by Brockman Park Association. All limits of site development contiguous to or across the street from residential zoned property shall have buffering in accordance with applicable zoning requirements. Where applicable, the buffer shall be located at the top of an embankment or at a point which will offer the best screening advantage between industrial improvements and residential properties. All embankments shall be seeded and maintained in accordance with the applicable state and local erosion and sedimentation control standards.

E. Procedure for Site Development Plan Review.

1. Three copies of all required site development plans shall be submitted to the Brockman Park Association. The Brockman Park Association shall have up to thirty days to review the plans and to notify the applicant of the action taken with respect to the plan, which may include approval, approval subject to conditions, or disapproval. In case of conditional approval, the applicant may, if he wishes, make the necessary changes and submit three copies of the revised site plan for approval within thirty days or such longer period as designated by the reviewing agent.
2. An approved site development plan shall expire and be null and void unless a building permit for the construction of substantial elements of the site plan has been issued within a period of one year after approval.
3. If it becomes necessary for an approved site development plan to be changed, such change may be made with the approval of the Brockman Park Association.

F. Required Site Plan Development Plan Content. Site development plans should include the following:

1. All items required by the Town of Amherst land use and development regulations in effect on the date of submission of documents. The date of submission should be the date of receipt by the Brockman Park Association.
2. All items required herein. The more restrictive of any conflicting requirements shall govern. All submittals shall identify the requirements herein by keynote or other appropriate means, clearly explained within the submitted documentation.

G. Yard Requirements and Uses.

The minimum front yard setback shall be fifty feet. Rear yard and side yard set backs shall be no less than twenty-five feet, unless otherwise specified in the subdivision plat of the Brockman Park, which shall be controlling, or unless otherwise approved by the Brockman Park Association as part of its Site Plan review.

H. Parking Requirements.

1. An Owner shall not use any of the Building Site within the minimum front yard setback for the parking of any trucks, equipment, or the storage of any material whatsoever. Automobile parking within any front, rear or side yard setback shall be permitted. Parking of other vehicles shall be to the side or rear of industrial building(s).
2. Each Owner shall provide paved off-street parking for all employees, clients,

visitors and service vehicles.

3. No parking, loading, or unloading shall be permitted on any public road right-of-way.

I. Building Requirements.

1. No temporary buildings, travel trailers, mobile homes, or storage facilities shall be stored on a Building Site except such buildings, trailers, homes or facilities which may be necessary during construction periods but then only for the periods during which actual construction is being pursued. All roof-mounted HVAC equipment which can be viewed from a public right-of-way shall be screened to the satisfaction of Brockman Park Association.

J. Sale or Lease Arrangements.

1. Sales or leases of property in Brockman Park shall be in accordance with requirements of the Code of Virginia.
2. No owner of land within Brockman Park shall initiate action to reduce the size of any lot through subdivision without receiving the approval of the Brockman Park Association. Approval of the proposed subdivision does not relieve the owner of meeting all Town of Amherst requirements or waive the need to receive subdivision approval from the designated Town of Amherst subdivision approving authority.
3. If, after the expiration of two (2) years from the date of transfer of property from the Town (the "construction date"), a property owner shall not have begun in good faith the actual construction of a building that is acceptable to the Town, the Town shall have the right and option to refund the property owner the amount of the original purchase price paid for the property less and except real estate commissions and other related expenses. Thereupon the property owner shall convey the property back to the Town. Settlement shall take place in the Clerk of the Circuit Court's office within sixty (60) days after the Town has exercised its option. The option may be exercised by mailing written notice therefore to the property owner at any time after the construction date. In the event that the property owner for any reason fails or refuses to convey title back to the Town as required, then the Town shall have the right to enter upon and take possession of the property, along with all rights and causes of action necessary to have title to the property conveyed back to the Town or its assigns. In the event the Town exercises this right, the then property owner of record shall convey the property free and clear of liens and encumbrances.

4. In the event that any owner of unimproved property, or any portion thereof, shall desire to sell all or a portion of the property in accordance with the terms of these restrictive covenants, the Town shall have the first right and option of purchase. The price of purchase shall be the same price per acre paid to the Town by the original purchaser. Prior to any sale of unimproved property, the owner shall notify the Town by certified mail, return receipt requested, of its intentions. The notice shall describe the exact parcel intended for sale. The Town shall have sixty (60) days from receipt of the notice in which to exercise the option, and settlement shall take place in the Clerk of the Circuit Court's office within (60) days after the date of exercise. The option may be exercised by mailing written notice to the property owner at any time within the option period. In the event the Town exercises this option, the then record property owner shall convey the property free and clear of liens and encumbrances.

K. Maintenance and Operation.

1. All grass, trees and shrubbery shall be kept in good appearance at all times. Trees and shrubbery shall be replaced where such items have died or have been severely damaged. All grass and weeds shall be cut and shrubbery trimmed as necessary to maintain a neat appearance. If these conditions are not maintained satisfactorily to Brockman Park Association as created below, the Brockman Park Association may serve written notice upon the Owner of such property or his agent and if not complied with within two weeks, the Brockman Park Association may correct the conditions and bill the Owner for the actual cost of correcting same. Such cost shall be a lien against the Building Site of such Owner.
2. Site storm drainage maintenance on each individual Building Site shall be performed by the Owner of such Building Site.
3. All uses permitted in the Town of Amherst's Zoning Ordinance shall be allowed in the areas in which they are permitted under the ordinance except any use which produces or may produce odors, fumes, noxious emissions or particulates that could travel onto, over, or across any other Building Site.
4. Hunting and the discharge of firearms within Brockman Park shall be prohibited. Firearms shall be construed to mean rifles, pistols, muzzle-loaded weapons, air rifles, bows, crossbows, and other devices designed to propel a projectile.
5. The use of off-road recreational vehicles, known as "four-wheelers", "three wheelers" or "dirt bikes", within Brockman Park shall be prohibited unless required for legitimate business purposes as permitted in writing by the individual lot owner.

L. Association and Assessments.

Every Owner shall be a member of the Brockman Park Association. The purposes of the Brockman Park Association shall be to consider and address by all lawful means the protection and maintenance of the Property Used in Common. The Properties Used in Common shall be conveyed to the Brockman Park Association no earlier than when 3 buildings have been constructed on 3 Building Sites in the Brockman Park and no later than the date one year after all Building Sites in the L. Barnes Brockman Business and Industrial Park have been conveyed to third parties.

1. Property Used in Common Rights

Every Owner shall have a right and easement of enjoyment in and to use the Property Used in Common which shall be appurtenant to and pass with the title to every Owner's Building Site, subject to the following provisions:

The right of the Brockman Park Association to suspend the voting rights of any Owner for any period during which any assessment against said Owner's Building Site remains unpaid.

2. Ownership and Voting Rights

Every Owner of a Building Site shall be a member of the Brockman Park Association, and that Owner's successors and assigns entitled to said Building Site, or any subdivided portion thereof, shall be members of the Brockman Park Association. Membership shall be appurtenant to and may not be separated from ownership of any Building Site which is within the Brockman Park.

In the affairs of the Brockman Park Association, each Owner owning one or more Building Sites shall be entitled to one vote per Building Site except the Town shall have two votes for each Building Site it owns. When title to any Building Site is vested in more than one name, the Owners of said Building Site shall constitute one Owner with one vote. Voting by written proxy shall be allowed.

3. Covenant for Maintenance and Powers of the Brockman Park Association

In furtherance of the purposes described above, the Brockman Park Association shall have the power to hold such property, real and personal, as is necessary to accomplish its purposes, to assess and collect assessments as set forth below, and shall also have such powers as are further delegated to it by the Owners and by law.

4. Assessments.

Town shall be assessed for each building sites it owns. The Brockman Park Association shall have the right to levy both annual and special assessments if either is necessary for the purposes described in this Declaration. Each Owner shall pay to the Brockman Park Association annual assessments or charges, if levied, and special assessments for capital

improvements. Such assessments shall be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Owner's Building Site or Building Sites and shall be a continuing lien upon the Building Site against which each such assessment is made, subordinate only to any first deed of trust placed against the Building Site. The lien for assessments shall attach to and run with the land. Assessments shall be the personal obligation of each Owner as well. Assessments shall be made on a per Building Site basis for Owners.

5. Purpose of Assessments.

Assessments levied by the Brockman Park Association shall be used to maintain the Property Used in Common serving the Building Sites. Assessments shall be based upon the recommendations and classifications suggested by the Brockman Park Association pertaining to the repairs and improvements of the Property Used in Common.

During the first year in which an assessment is made, the maximum annual assessment shall be \$500.00 per Building Site.

From and after the date that is one year from the date of the first assessment, the maximum annual assessment may be increased each year by not more than 10% above the maximum assessment for the previous year unless there is an affirmative vote of 65% of those Owners present in person or by proxy at a meeting of the Brockman Park Association at which a quorum was present and acting throughout in favor of such increase.

The assessment may be raised up to and including 10% per year by the affirmative vote of a majority of the Brockman Park Association's Board of Directors at which a quorum was present and acting throughout.

6. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Brockman Park Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any major construction, reconstruction, repair or replacement of a capital improvement upon the Property Used in Common, provided that any such special assessment shall be at the Uniform Rate of Assessment unless revision of assessment rates are unanimously approved by the Brockman Park Association at a meeting duly called for this purpose at which a quorum was present and acting throughout. Special assessments shall not be subject to the limit per year per Building Site maximum set forth above.

7. Notice and Quorum.

Written notice of any meeting called for the purpose of increasing annual assessments

above the maximum or to create any special assessment shall be sent to all Owners not less than 30 days nor more than 60 days in advance of such meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast 60% of all the votes of the Ownership shall constitute a quorum. If the required quorum is not present, another meeting may be called *subject to the same notice requirement*, and the required quorum at the subsequent meeting shall be three-fifths of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

8. Uniform Rate of Assessment.

Both annual and special assessments shall be fixed at a uniform rate for all Owners, and may be collected on a monthly, quarterly or yearly basis at the discretion of the Board of Directors of the Brockman Park Association.

9. Commencement of Assessments

The annual assessments provided for herein shall commence no sooner than when 3 buildings have been constructed in the Brockman Park or at such later date as necessary for the purposes set forth in this Declaration. The Owners shall fix the amount of the annual assessment against each Building Site at least 30 days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be 30 days after the date of the notice. The Brockman Park Association shall, upon demand, for a reasonable charge, furnish a certificate signed by an officer of the Brockman Park Association setting forth whether the assessments on a specified Building Site have been paid. A properly executed certificate of the Brockman Park Association of the status of the assessments on a Building Site is binding upon the Brockman Park Association as of the date of its issuance.

10. Effect of Non-Payment of Assessments; Remedies

Any assessment not paid within 90 days after its due date shall bear interest from the due date at the legal rate as that term is defined in the Code of Virginia, 1950, as amended, per annum. The Brockman Park Association may bring an action at law or in equity to pay said amount or to foreclose the lien against the Property. The Brockman Park Association may file a lien, pursuant to statute with regard to assessments in the Clerk's Office of Amherst County. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property Used in Commons or by abandonment of his Building Site.

11. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be inferior to the lien of any first deed of trust against any Building Site. Sale or transfer of any Building Site shall not affect the assessment lien. However, the sale or transfer of any Building Site pursuant to

deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve any such Building Site from liability for any assessments thereafter becoming due or from the lien thereof.

12. Officers

The elective officers of this Brockman Park Association shall be the President, Secretary and Treasurer. Other offices and officers may be established and appointed by the Owners of the Brockman Park Association at any regularly called meeting. The elected officers of the Brockman Park Association shall constitute the Brockman Park Association's Board of Directors. Until 3 buildings have been constructed on 3 sites in Brockman Park, the President, Secretary and Treasurer of the Brockman Park Association shall be the Chairman, Secretary and Treasurer, respectively, of the Industrial Development Authority for the Town of Amherst.

13. Standing Committees

The Brockman Park Association shall have one standing committee, which committee shall make recommendations to the Owners of the Brockman Park Association with regard to maintenance and improvement of the Property Used in Common. The committee shall have three (3) Owners who are appointed by the President who may be the officers of the Brockman Park Association.

14. Elections and Removal

Elections for officers shall be held at the annual meeting for one year terms. Officers shall be elected by simple majority of the quorum present. Any officer may be removed by the affirmative vote of a majority of the quorum present at a duly called meeting. A meeting of the Brockman Park Association may be called by the President or by a petition signed by 2 or more of the Owners. To be eligible to be elected to and to continue to hold an office, a Owner's assessments must be fully paid. The failure by an officer to pay an assessment within the time allowed hereunder shall terminate such officer's tenure. The Owners shall, upon the occurrence of such a termination, call a meeting and elect a replacement officer. The annual meeting shall be held between April 1st and May 31st on such date as set by the Board of Directors of the Brockman Park Association.

M. Applicability

1. The right is hereby expressly reserved to the Brockman Park Association to waive, modify, alter or amend all or any part of these covenants, conditions and restrictions from time to time as circumstances justify so long as such amendment does not substantially impair the rights of the Owner of any Building Site sold prior to the making of an such modification.

2. The enforcement of the restrictions and covenants contained within this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages. Such proceedings may be commenced by any Owner or Owners, by the Brockman Park Association or by Town.
3. Invalidation of any one of these restrictions contained within these covenants, by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
4. Brockman Park Association's approval of any building plans, specifications, site or landscape plans or elevations or any other approvals or consents given by Brockman Park Association pursuant hereto or otherwise, shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon whether by Brockman Park Association or anyone else complies with, or is not in violation of any applicable laws, rules or regulations, the sole responsibility for all of same being upon the Owner, Brockman Park Association and Town are hereby expressly released and relieved of any and all liability in connection therewith.
5. These protective covenants, conditions and restrictions shall be in full force and effect immediately upon recordation. They shall be in effect for a period of twenty years and shall be automatically renewable for successive periods of ten years each thereafter unless and until otherwise terminated by Town or its successor as provided herein.
6. All approvals or consents required to be given under this instrument shall not be unreasonably withheld or delayed.
7. When the Town no longer owns any Building Sites in the Brockman Park, the powers and rights reserved to it under this Declaration shall be vested in the Brockman Park Association.

N. Wetlands

Pursuant to U.S. Army Corps of Engineers, Norfolk District, Central Virginia Regulatory Office Permit #00-G0268, the Town desires to impose on Brockman Park a restrictive covenant expressing Town's intent to preserve a certain portion of the Brockman Park property in perpetuity in its natural state by prohibiting wetland destruction or alterations, building construction, addition of fill material, cultivation, pruning or tree harvesting. The portion of the property is noted on the attached plat and is hereinafter referred to as Wetlands.

1. The Town does hereby declare, covenant and agree, for itself and its successors and assigns, that the Wetlands shall be hereafter held and sold subject to the following conditions and restrictions, to wit: The Wetlands shall be preserved in perpetuity in its natural state by prohibiting, except as specifically authorized below, wetland destruction or alterations, building construction, addition of fill material, cultivation, pruning and tree harvesting in the area.
2. Additionally, the following activities shall be prohibited on the Wetlands:
  - a. Destruction or alteration of wetlands on the property other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers under its permit number 00-G0268;
  - b. Construction or maintenance of buildings or mobile homes; however, by way of example and not limitation, structures such as boardwalks, foot trails, wildlife management structures, observation decks, picnic tables, and children's playground equipment may be placed in the Wetlands provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and is subject to prior approval by the Army Corps of Engineers;
  - c. Ditching, draining, diking, filling, excavation, land clearing, plowing, mining or drilling; removal of topsoil, sand or other materials, and any building of roads or alteration in the topography and/or hydrology of the land in any manner except for the earth moving necessary for restoration or for construction and maintenance of foot trails for recreational uses, or as otherwise allowed in this document.
  - d. Removal, destruction and cutting of trees and plants (except as necessary to maintain water control structures and existing roads or to construct or maintain foot trails or for safety), except that wildlife management and silvicultural activities may be allowed on a case-by-case basis as approved by the Army Corps of Engineers.
  - e. Silvicultural activities undertaken where the substantial effect or purpose is to generate funds; however, forest activities undertaken to/for/or in association with (for example) control of disease or insect infestation, salvage cutting, to encourage diversity of species age or classes, restore desirable species, to encourage cavities and snags, to create wildlife clearings, for fire management and authorized construction activities may be authorized by the Army Corps of Engineers on a case-by-case basis and timber or other forest products incidentally produced from these activities

may be sold.

- f. Clearcutting, except to the extent that it is appropriate for stand regeneration.
  - g. Dumping of ashes, trash, garbage, or other unsightly or offensive material, and changing of the topography through the placing of soil or other substances or material such as land fill or dredged materials are prohibited.
  - h. Activities which could cause erosion or siltation on the Wetlands.
3. Outdoor recreational activities are permitted on the Wetlands including, but not limited to, canoeing, boating, hiking, camping, wildlife and botanical observation and studies, horseback riding, trapping (but not hunting), and fishing. The construction and maintenance of support facilities (including rest rooms) for these activities may be authorized by the Army Corps of Engineers on a case-by-case basis, and to extent practicable, confined to non-wetland areas and areas of lesser environmental significance. Any facilities constructed to support these recreational activities shall ensure that the Wetlands generally retains its character as a mature wetland in perpetuity.
  4. The covenants contained in this Section N shall not hereafter be altered in any respect without the express written approval and consent of the Norfolk District, U.S. Army Corps of Engineers. The covenants contained herein run only to the benefit of the United States through the Corps of Engineers, and the joinder of any other party or entity other than the Town or its successor in interest and the Army Corps of Engineers shall not be required to amend or vacate the Declarations contained in this Section N.
  5. The provisions of this Section N shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.
  6. The provisions of Section N shall be enforceable by any proceeding at law or in equity by the United States Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, or any lot owner in Brockman Park, or any non-profit corporation or entity whose primary purpose is environmental protection or preservation. Failure by any agency or owner to enforce any covenant or restriction contained herein shall in no event be deemed a *waive of the right to do so thereafter*.
  7. The covenants contained in this Section N are to run with the land and shall be

binding on all parties and persons claiming under them. The covenants contained in this Section N are imposed by the Town as a condition of Norfolk District, U.S. Army Corps of Engineers permit number 00-G0268, in order to assure that the impact to the Wetlands shall be minimal.

O. Effective Date

This Declaration shall be deemed to apply to Lots 10 and 11 with the same effect as if this Declaration had been executed, delivered and recorded prior to the purchase of said lots from the Town of Amherst.

Recommended for approval by the Town of Amherst  
INDUSTRIAL DEVELOPMENT AUTHORITY  
AKA Brockman Park Association

By Jacob P. Bailey  
its Chairman

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Amherst ( To-wit:

The foregoing was acknowledged before me this 9<sup>th</sup> day of  
May, 2012, by Jacob P. Bailey, in his capacity as Chairman of the  
Town of Amherst Industrial Development Authority.

My commission expires December 31, 2015  
My registration no: 204344

COLAN R. DAVIS  
NOTARY PUBLIC  
REG. #204344  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES DEC. 31, 2015

Colan R. Davis  
Notary Public

ACCEPTED BY THE TOWN OF AMHERST, VIRGINIA

By Jacob P. Bailey  
its Mayor

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Amherst ( To-wit:

The foregoing was acknowledged before me this 9<sup>th</sup> day of  
May, 2012, by Jacob P. Bailey, in his capacity as Mayor of the  
Town of Amherst, Virginia.

My commission expires December 31, 2015  
My registration no: 204344

COLAN R. DAVIS  
NOTARY PUBLIC  
REG. #204344  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES DEC. 31, 2015

Colan R. Davis  
Notary Public

ACCEPTED BY CENTRA HEALTH

By [Signature]  
its Executive Vice President

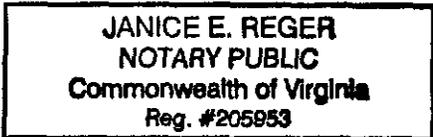
COMMONWEALTH OF VIRGINIA )

CITY/COUNTY OF Spartanburg )

To-wit:

The foregoing was acknowledged before me this 9<sup>th</sup> day of August, 2012, by Thomas C. Quidens in his capacity as Executive Vice President of Centra Health.

My commission expires 3/29/2016  
My registration no: \_\_\_\_\_



[Signature]  
Notary Public

ACCEPTED BY STEVEN D. CLANCY, LLC

By [Signature]  
STEVEN D. CLANCY

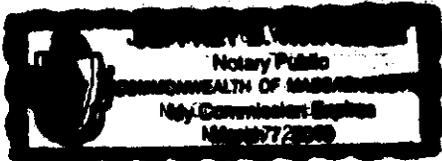
COMMONWEALTH OF VIRGINIA )

CITY/COUNTY OF \_\_\_\_\_ )

To-wit:

The foregoing was acknowledged before me this 10<sup>th</sup> day of October, 2012, by Steven D. Clancy.

My commission expires 3-7-2019  
My registration no: \_\_\_\_\_



[Signature]  
Notary Public

Town of Amherst  
PO Box 280  
Amherst

State Tax 039	\$ _____	VIRGINIA: in the Clerk's Office of the Circuit Court of Amherst County <u>October 15, 2012</u> . This writing was admitted to record at <u>2:38</u> o'clock <u>P.</u> M. and the tax imposed by Sec. 58.1.802 of the Code in the amount of \$ _____ has been paid.
County Tax 213	\$ _____	
Transfer Fee	\$ _____	
VSLF 145	\$ <u>1.50</u>	
Clerk's Fee	\$ <u>33.50</u>	
Plats	\$ _____	
State Tax 038	\$ _____	
County Tax 220	\$ _____	
Total	\$ <u>35.00</u>	

TESTE: ROY C. MAYO, III Clerk

By Deborah L. Payne Deputy Clerk

