BOCK 434 FACE 257

attached plat for purposes of ingress and egress for itself and its assigns.

The Grantor and its assigns reserve the right to use with the Grantees and their heirs and assigns the roadway, about forty (40) feet wide, leading from the aforementioned right of way across Lot 18 of Little North Mountain to Lot 17 described above.

This conveyance is made subject to all legally enforceable restrictive covenants and easements of record affecting the aforesaid realty and to the following easements and restrictive covenants:

- 1. The Grantor reserves unto itself and its assigns, the right to erect, maintain, operate and replace telephone and electric light poles, conduits and related equipment and sewer, gas and water lines and the right to grant easements or rights of way therefor, on, over and under a strip of land forty (40) feet wide at any point along the side, rear and front lines of said lot.
- 2. No building of a temporary nature shall be erected or placed on said lot except those customarily erected in connection with building operations, and in such cases, for a period not to exceed four (4) months.
- 3. Not more than one residence shall be erected on said lot, and it shall contain a minimum of 480 square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.
- 4. Said lot shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot.
- 5. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on said lot, nor upon any

HOTENKOL S MORINALA WAL TA OTHEROTEA ALCOHOLUM ATTENCION

BOCK 434 MCE 258

building erected thereon, except directional and information signs of Grantor.

- 6. No building shall be erected closer than fifty (50) feet to any street or roadway nor closer than thirty (30) feet to the side or rear lot lines, with the exception that where two or more lots are used together for the construction of one dwelling, then said thirty (30) foot set back shall apply only to outside lines.
- 7. No animals, birds, etc., other than household pets, shall be permitted on said lot.
- 8. Said lot shall not be re-subdivided into tracts of less than three (3) acres.
- 9. No trailer shall be permitted on said lot, except for the use of temporary camping trailers.
- 10. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lot.
- 11. No cutting of timber shall be permitted on said lot except for clearing of building site and driveway to building site, reasonable clearing for view, reasonable thinning and removal of unsafe growth.
- 12. No fence shall be erected along property lines in excess of thirty-six (36) inches, nor shall any fence be constructed of chicken wire, American wire, barbed wire or similar type fencing. No other fences shall be erected on said property in excess of seventy-two (72) inches nor shall any of said fences be obstructive in nature or offensive to the Grantor or its assigns.
- 13. Nothing herein is to be construed to prevent the Grantor from placing further restrictions or easements on any lot in said subdivision which shall not have already been conveyed by it.

ISTERNOL & MOSISSAN LA STERNOSTIA WINESTER, VIRGINIA BOOK 434 FACE 259

- 14. The Grantees shall maintain said lot either in its natural state, or if improved or developed, in that state and to prevent unsightly or otherwise offensive conditions, including removal of garbage and refuse.
- 15. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.
- 16. Invalidation of any one of these covenants by judgment or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.
- 17. If the construction of a driveway into said lot prohibits the natural drainage in front of said lot, then a pipe or culvert of sufficient size, must be installed by the purchaser of said lot at his expense.

The Grantees join in the execution of this deed to bind themselves and their successors in title to pay to the Grantor herein,
or its assigns, on or before the 31st day of January of each year,
beginning with 1975, an amount determined each year by the Grantor,
or its assigns, but in no event shall said sum exceed Twenty-five
bollars (\$25.00) for said Lot No. 18. Said monies shall be used
solely for the maintenance, use and upkeep of the roads within
the subdivision known as Little North Mountain and such other
common facilities as the Grantor may provide therein. Said
annual payment shall be a charge and lien upon the property
herein conveyed.

This lien is expressly inferior and subordinate to any deeds

MARRISON & JOHNSTON ATTERNITE AT LAW