

THIS DEED and DEED OF GIFT, made and entered into this the 12th day of February, 1997, by and between JAMES C. MAY, JR., and FRANEDA S. MAY, husband and wife, parties of the first part (GRANTORS); and FRANEDA S. MAY, party of the second part (GRANTEE):

W I T N E S S E T H :

THAT for and in consideration of the love and natural affection of the parties of the first part for the parties of the second part, and as a gift, the said parties of the first part do hereby grant, give, bargain and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said party of the second part in fee simple, the herein real estate, to-wit:

All that certain tract or parcel of land together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, lying, being and situate in the Elon Magisterial District, Amherst County, Virginia, designated as 7.439 acres, near State Route 675, on an outlet road as shown on a plat made by James C. May & Associates, PC, entitled FAMILY DIVISION - 7.439 ACRE PARCEL CUT OFF ROCK HILL, dated February 12, 1997, attached hereto, to be recorded in the Clerk's Office of the Circuit Court contemporaneously herewith.

The property hereby conveyed is a portion of the same property conveyed to the Grantors herein by a deed dated November 11, 1980, from A. M. Shepherd and Irene F. Shepherd, husband and wife, recorded in the Clerk's Office of the Circuit Court for the County of Amherst, Virginia, in Deed Book 453, at page 366.

This conveyance is made subject to all restrictions, reservations, right of way, easement and conditions of record and now binding on said real estates, SPECIFICALLY an easement for the purpose of ingress and egress from State Route 675 over the 50' outlet road which is shown on the above-mentioned plat, use of said right of way is granted to the party of the second part herein or its successor or assigns; further conveyed is a 20' utility, drainage and construction easement parallel and adjacent to the said 50' outlet road on said plat, AND FURTHER THIS CONVEYANCE IS SUBJECT TO A ROAD MAINTENANCE AGREEMENT DATED NOVEMBER 25, 1985, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF AMHERST, VIRGINIA, IN DEED BOOK 537, AT PAGE 10. }

FURTHER WITNESSETH: THAT THE FOLLOWING RESTRICTIONS SHALL APPLY TO SAID PARCEL:

1. Each numbered lot shall constitute a single building site; however, no more than one dwelling structure, comprising no more than two contiguous family dwelling units, shall be erected on each numbered lot along with such supporting building as may be necessary.
2. No building of any kind shall be located on any lot less than 75' from the centerline of any named street or road, and not less than 15' from any sideline, and not less than 50' feet from any rear line. Utility and drainage easements are expressly reserved for a distance of fifteen (15') feet parallel and adjacent to all side and rear property lines.
3. No residential structure containing less than 1800 square feet of finished living space shall be erected on any lot; however, where two

contiguous family dwelling units are constructs as described in #1 above, each family dwelling unit shall not contain less than 1600 square feet of finishing living space. No structure of a temporary character, house trailer, mobile home, double-wide home, basement, tent shack, garage, barn, or other outbuilding shall be used at any time as a residence either temporarily or permanently.

4. The exposed exterior foundation walls (above grade) of any residence or dwelling constructed on any lot shall be faced with brick or stone.
5. No noxious or offensive activity shall take place on any lot nor shall anything be allowed which constitutes a nuisance to adjoining land owners.
6. Nuisance; animals: There shall be not keeping of refuse piles, accumulation of inoperative or unsightly vehicles, equipment or materials, nor shall any things be done on any lot that shall constitute nuisance to the adjoining land owners.

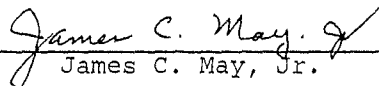
No cattle, swine, poultry or fowl shall be kept on any lot. Horses, ponies and goats shall be allowed, but no such animal shall be kept or raised for commercial purposes.
7. No motor vehicles shall be parked on any lot for more than 72 hours without a current valid license plate and inspection sticker. No commercial vehicles or equipment shall be parked or garaged within view of roads or adjacent residences.
8. No advertisement posters shall be permitted on any lot except notices offering the property for sale or rent. Such notices shall be limited to 2 feet wide by 3 feet long.
9. No barbed wire or solid wood fences and no fences of any kind more than four feet in height may be constructed between the street or road and
10. No satellite dishes or antenna of any kind shall be permitted between the street centerline and the building setback line on any lot. All clotheslines, garbage cans, wood piles or storage piles shall be places on the back of each lot, not closer than the back line of the house. All rubbish, stumps, etc. from said lot shall be removed from the same.
11. Remedies for violations - invalidations: For a violation of or a breach of any of these Restrictive Covenants by any person claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the terms and provisions hereof shall not bar their enforcement. The invalidation of any one or more of the Restrictive Covenants hereof by any Court or competent jurisdiction in no wise shall affect any of the other Restrictive Covenants herein contained by they shall remain in full force and effect.

Should the owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within 30 days, the subdivider, its successors and assigns, shall have the right to interest on such liens at the rate of 12.0% per annum, and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

No violation or breach of the foregoing shall be superior to any valid lien on the property by a lender without written notice of such violation or breach at the time said lien is place on the property.

12. The covenants and restrictions contained herein shall run with the land and shall be binding on all parties hereto and their heirs, successors in interest and assigns.

WITNESS the following signatures and seals:

 (SEAL)
James C. May, Jr.

Franeda S. May (SEAL)
Franeda S. May

STATE OF VIRGINIA
COUNTY OF AMHERST

to-wit:

The foregoing instrument was acknowledged before me this the 13th day of February, 1997, by James C. May, Jr., and Franeda S. May, husband and wife.

My commission expires 1-31-2001.

James B. Alcock
Notary Public

State Tax 039	\$	_____
County Tax 213	\$	_____
Transfer Fee	\$	<u>1.00</u>
VSLF 145	\$	<u>1.00</u>
Clerk's Fee	\$	<u>15.00</u>
Plats	\$	<u>13.00</u>
State Tax 038	\$	_____
County Tax 220	\$	_____
Total	\$	<u>30.00</u>

VIRGINIA: in the Clerk's Office of the Circuit Court of Amherst County MARCH 24 1997. This writing was admitted to record at 10:43 o'clock A M. and the tax imposed by Sec. 58.1-802 of the Code in the amount of \$ _____ has been paid.

TESTE: ROY C. MAYO, III Clerk
By Selma H. [Signature] Deputy Clerk

PLAT
Recorded in Plat Book
No. Q Page 111