

RESTRICTIVE COVENANTS AND CONDITIONS

1. This conveyance is subject to the following restrictive covenants and conditions which shall run with the property and shall be binding upon lot owners, their heirs, executors, administrators and assigns. These covenants shall apply to Tract 1A, Tract 1B1, Tract 1B2, Tract 2A and Tract 2B as shown in Plat Cabinet 3, slide 646

a. No commercial feed lot for livestock shall be permitted
 b. No automobile wrecking yards shall be operated thereon
 c. No mobile home shall be allowed as a permanent dwelling. Mobile home (manufactured home) shall include; but not be limited to manufactured homes and RV trailers. A mobile home or living unit shall be allowed during the construction of a permanent home; but in no case shall it be allowed more than 12 months after closing.

d. A 10 foot easement for utilities is reserved along each boundary of all lots.
 e. No "Bed and Breakfast" which is known as a tourist lodging service within rooms of the principal residence or separate guest house situated on the lot are permitted, except that the existing cottage on Tract 1A may be let on a short term basis to visitors and their boarding horses.

f. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other waste disposal system as approved by the County and State Health Department or other governing body controlling wells and septic systems.

g. 1. No improvements shall be constructed on any lot or division thereof less than 100 feet from any boundary line, excluding barns and the outbuildings which must be 75 feet from any boundary line.

2. Not more than one single family residence shall be constructed on any lot. Any accessory buildings shall conform to the requirements of these restrictions.

3. No lot or division thereof shall contain less than 3 acres.

4. A residence on the property shall contain not less than 2000 feet of improved floor space.

h. Lots shall not be used for commercial purposes, i.e. retail outlets

i. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on property, road or street.

j. Noxious or offensive activity shall not be permitted, nor shall anything be done thereon which shall be an annoyance or nuisance to other property owners.

k. Lot owners shall participate in the cost to improve or maintain the easement road leading to their properties in equal shares, except Tract 1B2 shall not have an easement over the right of way or be required to share in any maintenance.

l. The property shall at all times whether occupied or not, shall be maintained. It shall be free of litter, grass mowed or hayed on a regular basis to maintain a clear and presentable appearance. No garbage or refuse shall be buried on the property.

m. All perimeter fences erected on any part of the property shall be of new materials and professional in appearance and completed in good and workmanlike manner regarding quality and appearance. No barbwire shall be used in the construction or making of the fence.

n. Hunting shall not be allowed on the property

o. Property owners shall not alter the natural drainage of the surface water over and

across said property so as to materially affect adjoining properties

p. Mineral exploration of any type, which will damage the surface, shall not be permitted.

q. No church or any other institutional structure shall be erected on the property

r. No industrial pursuit or enterprise shall be permitted to be conducted on the tract, industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state (other than a cottage industry by artesian, i.e. artist painter, photographer, wood/metal or glass sculptor or fabricator) shall be inclusive of but exclusive of:

Auto painting or repair; heavy machinery operation or storage;
welding or machine shop; concrete products manufacture

s. Swine, exotic, big cats or highbred wolves shall not be kept on the property. Chickens, any fowl or any other animal shall not be kept on property that constitute a commercial livestock feeding operation; all other animals must be confined to owner's respective property at all times.

t. Agricultural use and the processing of agricultural goods into commercial produce are declare not to be industrial pursuits or enterprises.

u. No abandoned automobiles, equipment or junk shall be permitted on any property. After completion of a permanent residence, property owner may store their personal travel trailer, motor home or other recreation vehicle on the premises in a garage or building similar in structure or color to home or other buildings, so long as it is not used as a permanent dwelling.

v. No dog/cat kennels or dog/cat breeding for commercial sales

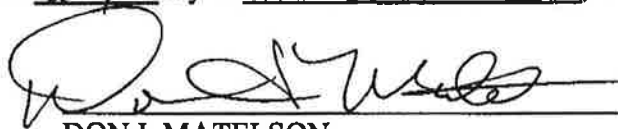
w. No poisonous plants shall be planted on property, either on perimeter or interior (i.e. oleanders, Yu Tree)

Any lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions now or thereafter imposed by the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of the covenants or restrictions contained herein, by judgment or court order, shall in no way affect any other provision and all other provisions shall remain in full force and effect.

The restrictive covenants and conditions of this instrument shall run with and bind this land and other tracts as set forth above, and shall inure to the benefit of, and be enforceable by the owners of property subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until January 2020, after which time said covenants, conditions and restrictions shall automatically extend for periods of 5 years, unless amended by agreement of all lot owners. No amendment shall be effective until duly recorded in the deed records of Rockbridge County, Virginia, and approval of any governmental regulatory body, which may be then required, shall have been obtained.

Given under our hands this 27 day of December, 2004.


DON I. MATELSON (SEAL)


MARILEE V. MATELSON (SEAL)

DIRECT ETHNIC MARKETERS, INC.

BY: 
DON I. MATELSON, PRESIDENT (SEAL)

INSTRUMENT #040006218
RECORDED IN THE CLERK'S OFFICE OF
ROCKBRIDGE COUNTY ON
DECEMBER 30, 2004 AT 11:38AM
\$175.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$87.50 LOCAL: \$87.50
BRUCE PATTERSON, CLERK

RECORDED BY: KBE

