

of the Circuit Court of Prince Edward County, Virginia, in Plat Cabinet A, at Slide 295#3.

Covenants and Restrictions

Section 1. Only a family residential structure of not less than 1,200 square feet, exclusive of garages, breezeways, decks, porches and basements, may be constructed on any one lot, but this restriction shall not preclude the construction of a residential duplex.

Section 2. No more than two families shall occupy any residence.

Section 3. All dwellings or other structures shall be completed within twelve months from the date of the issuance of a building permit.

Section 4. There shall be no cinderblock exterior residential dwelling permitted on any lot. However, cinderblock foundations and basements are permitted.

Section 5. There shall be no manufactured housing permitted on any lot. Modular homes are permitted provided that they meet the following requirements:

a. Must have 1,200 square feet or more of liveable floor space exclusive of garages, breezeways, decks, porches and basements.

b. Must be placed on a solid masonry foundation.

Section 6. Commercial business and industrial use of the property is prohibited.

Section 7. No chickens, cattle, swine, goats or sheep shall be permitted upon the said property. Dogs and cats may be kept on premises for noncommercial purposes but all such pets must be kept under the control of their owner when they are outside the lot and must not become a nuisance to other residences and the owner of said dogs and cats must be in compliance with all applicable ordinances of Prince Edward County or statutes and laws of the Commonwealth of Virginia.

Section 8. There shall be no motor vehicles permitted on any lot without a valid state registration and state inspection, unless kept in a closed garage.

Section 9. Easements for utilities are reserved over and across the tracts as designated upon the said subdivision plat.

Section 10. All owners, by accepting a deed to any Lot, approve, acknowledge and accept the Restrictions herein contained and agree to bind themselves, their heirs, personal representatives and assigns to keep and observe all of such restrictions.

Section 11. The Restrictions shall run with the property and any portion thereof and shall bind the same in the hands of any owner and the heirs, devisees, personal representatives, successors and assigns of any owner, and shall be enforceable against all and every one of them, all to the intent and purpose that the owner any every subsequent successor in title to the owner shall be obligated to comply with the same.

Section 12. Enforcement of the Restrictions contained herein may be initiated by any owner including the Declarant by proceedings at law or in equity against any person or persons violating or attempting to violate any Restriction. Such proceedings may be to restrain violation, force removal of anything which is in violation, or to recover damages. In the event of violation hereunder, the party in violation shall be responsible for reasonable attorney fees and costs of the party attempting to correct or prevent such violation.

Section 13. Invalidation of any one of the Restrictions contained herein by court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, State Wide Realty Company, a Virginia corporation, has caused this instrument to be executed pursuant to due authority.

STATE WIDE REALTY COMPANY

By: Larry D. Atkins
Larry D. Atkins, President

STATE OF VIRGINIA
COUNTY OF PRINCE EDWARD, to-wit:

The foregoing instrument was acknowledged before me this 9th day of May, 2003, by Larry D. Atkins, President of State Wide Realty Company.

Theresa L. Marsh
Notary Public

My commission expires:

7-31-05