

D E E D

*Frederick A. Olverson Atty.
Callao Va
4-13-81 Dan*

THIS DEED, made this ^{20th} day of March, 1981, by and between WILLIAM E. SANFORD, JR. and BARBARA H. SANFORD, his wife, WILLIAM E. SANFORD, III, Unmarried, and S. LAKE COWART and MARY B. COWART, his wife, herein called Grantors and HERBERT R. KING and LUCY T. KING, his wife, of Kinsale, Virginia, 22488, herein called GRANTEEES.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration not herein specified, the receipt whereof is hereby acknowledged at and before the signing, sealing and delivery of this deed, the Grantors do hereby bargain, sell, grant and convey in Fee Simple with GENERAL WARRANTY OF TITLE, unto the Grantees, as tenants by the entireties with the right of survivorship as at common law, the following described property, to-wit:

ALL that certain parcels or lots of land situate, lying and being in Cople Magisterial District of Westmoreland County, Virginia, together with all rights, ways and appurtenances thereunto belonging, and shown and described as Lot No. 8 (containing 0.799 acre) and Lot No. 10 (containing 0.868 acre) on a certain plat of survey made by Lloyd W. English, C. L. S., dated July 28, 1979, and revised March 18, 1980, a copy of which plat is attached hereto and by reference made a part hereof for a more particular description of the land hereby conveyed.

SUBJECT, However, to a Well Agreement as recorded in Deed Book 265 at page 48 in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia.

SUBJECT TO AND TOGETHER with a fifty (50) foot right of way as a means of ingress and egress from the State and County roadways across Arlington Farm to the lots herein conveyed; said right of way is to be used in common with others, and reference is made to the aforesaid plat for a more particular description of the right of way shown thereon.

BEING a portion of the same land conveyed to William E. Sanford, et als, by deed of Page Knight and Alice P. Knight, his wife, and recorded in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia, in Deed Book 265 at page 48.

FAO:790

BATCHELOR,
OLVERSON
AND OLVERSON
FREDERICK A. OLVERSON
ATTORNEY AT LAW
CALLAO, VIRGINIA
(804) 529-8111

This conveyance is made subject to all utility easements recorded and unrecorded, if any, and further subject to the following covenants and restrictions which shall run with the land for a period of ten (10) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid map, agreeing to change such covenants and restrictions in whole or in part shall have been recorded.

1. That the land is for residential purposes and no structure shall be erected, placed or permitted thereon other than one detached single family dwelling and the usual outbuildings appurtenant thereto.

2. That no trailer, mobile home, camper, tent or other temporary structure shall be placed, erected, or permitted at any time for the use as permanent residence; that provided however, a camper or tent may be used as a temporary residence not to exceed six (6) weeks at a time.

3. That any lot shall be mowed and kept free from trash and debris at the expense of the owner.

4. That no cow, hog, or similar animal shall be kept or maintained on the property, nor shall any chicken yard or similar facility be maintained thereon; that this covenant does not exclude household pets nor riding horses.

5. That no manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the property hereby conveyed, nor shall such property be used other than for residential purposes; that this covenant shall not exclude a hobby shop or personal outbuildings.

6. That any residence constructed shall have at least nine hundred (900) square feet of living area, exclusive of porches, verandas, patios and garages. The exterior of any building started on each lot must be completed within twelve (12) months from the date of the beginning of the construction.

7. That easements are reserved for Declarants, their successors and assigns for the installation and maintenance of electric, water and telephone utilities, drainage facilities, and road improvements along all lot lines, and such easements shall be fifteen (15) feet in width on each side lot line; that the Declarants hereunder or any utility or construction company using easements hereunder referred to, shall not be liable for any

damage done to them or their successors, assigns, agents, employees, or servants to shrubbery, trees, or flowers or to the property of the owner situated on the land covered by said easements.

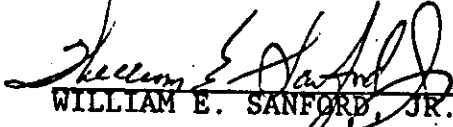
8. That it is the Declarants intention that all property owners shall have a right of ingress and egress to the mean low water line of Courtney's Run Creek; and that said area is Northwest of lot Number 1, as shown on the plat of survey showing the lots at ARLINGTON FARM, recorded in the Clerk's Office of the Circuit Court of Westmoreland County, in Deed Book 268, at pages 270, 271, 272, and 273.

9. That declarants shall build a gravel road or roads to serve all lots platted or unplatted and the road or roads shall be built on the fifty foot right of way as shown on the Plat of Survey Showing Lots at Arlington Farms, as recorded in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia, in Deed Book 268, at pages 270, 271, 272, and 273; that thereafter each lot owner or owners shall take title to his or her respective lot subject to the right of others to use said gravel roads as a means of ingress and egress from the State and County roadways across Arlington Farm to the designated right of way and to the low water line of Courtneys Run Creek northwest of Lot Number 1; that maintenance costs and upkeep of the gravel roads after construction shall be equally shared by each lot owner on a pro-rata basis annually commencing July 1, 1978; that the annual pro-rata payment as determined by a majority of the lot owners shall be a lien on each unpaid lot and in the event payment is not made by the 30th day of July of any calendar year, the lien may be enforced by law.

10. That any or all of the right, powers, titles, easements, privileges and/or estates reserved or given to Declarants hereunder, their heirs, executors, administrators, successors and assigns, may be assigned to any one or more corporations, individuals or associations.

SUBJECT TO THE FOREGOING, the Grantors convey the said land to the Grantees with ENGLISH COVENANTS OF TITLE.

WITNESS the following signatures and seals:

 (SEAL)
WILLIAM E. SANFORD, JR.

BATCHELOR, OLVERSON
AND OLVERSON
FREDERICK A. OLVERSON
ATTORNEY AT LAW
NORTHUMBERLAND COUNTY
VIRGINIA
(804) 528-8111

Barbara H. Sanford (SEAL)
BARBARA H. SANFORD

William E. Sanford III (SEAL)
WILLIAM E. SANFORD, III

S. Lake Cowart (SEAL)
S. LAKE COWART

Mary B. Cowart (SEAL)
MARY B. COWART

STATE OF VIRGINIA
COUNTY OF NORTHUMBERLAND - TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that William E. Sanford, Jr. and Barbara H. Sanford, his wife, and William E. Sanford, III, unmarried, whose names are signed to the foregoing writing bearing date of March 20th, 1981, have this day acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of March, 1981.

My commission expires:

August 23, 1983

Frederick A. Olverson
Notary Public

STATE OF VIRGINIA
COUNTY OF NORTHUMBERLAND - TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that S. Lake Cowart and Mary B. Cowart, his wife, whose names are signed to the foregoing writing bearing date of March 20th, 1981, have this day acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of March, 1981.

My commission expires:

August 23, 1983

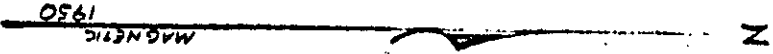
Frederick A. Olverson
Notary Public

BATCHELOR, OLVERSON
AND OLVERSON
FREDERICK A. OLVERSON
ATTORNEY AT LAW
NORTHUMBERLAND COUNTY
VIRGINIA
(804) 529-6111

Art. 4, 4.1E of Subdivision Ordinance of Westmoreland County of June 1978 as amended

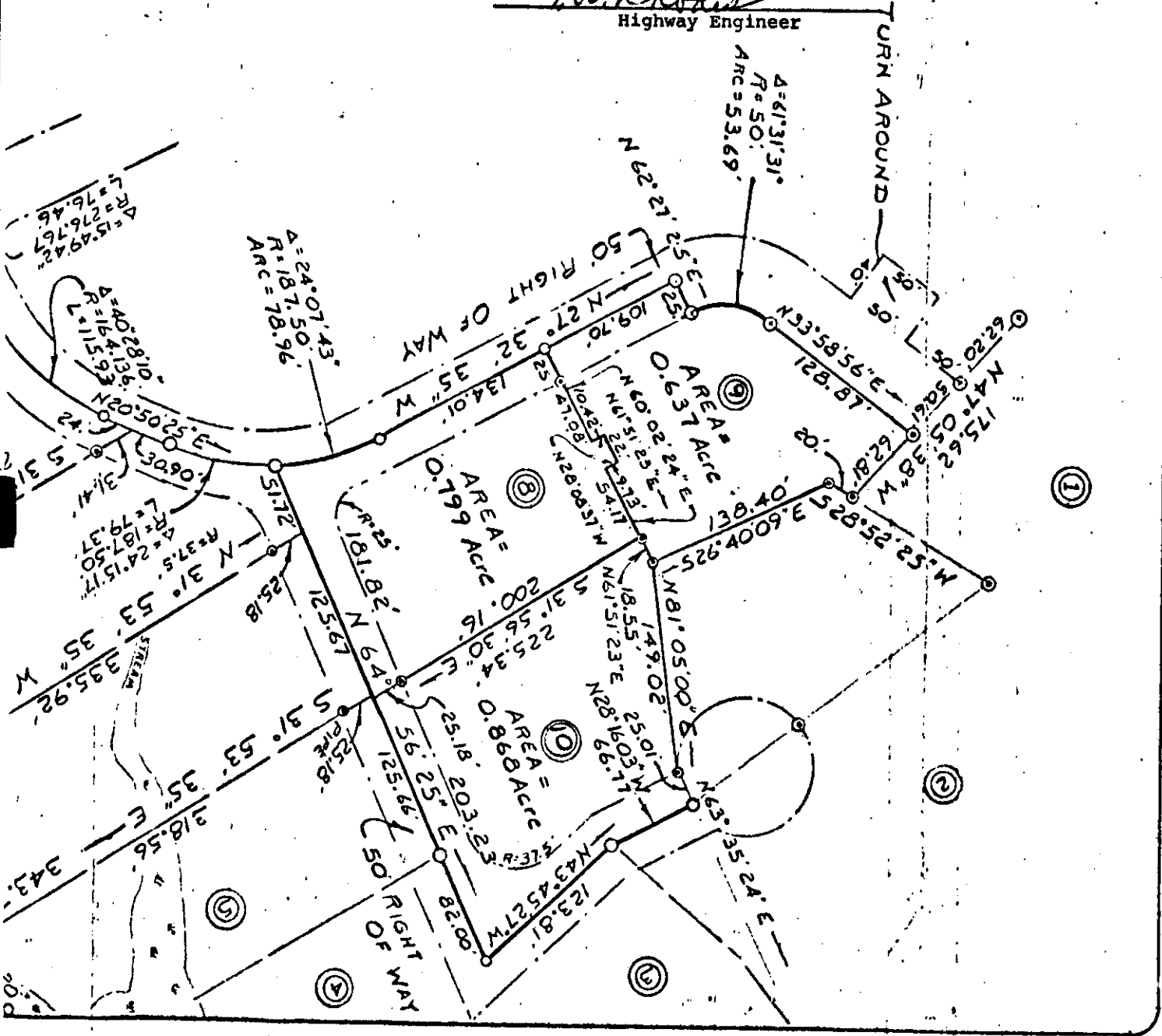
new private road right-of-way shown on this plat is dedicated as a private road and the easements of the properties in this subdivision which property is adjacent to the private road are responsible for the maintenance of the road and for bringing it up to the Highway Department standards including necessary drainage easements in the event a request is made at a later date to take such road into the State System of Highways.

Samuel D. Levent
Mary B. Cowart
Subdivider
William C. Sanford III
Barbara H. Sanford



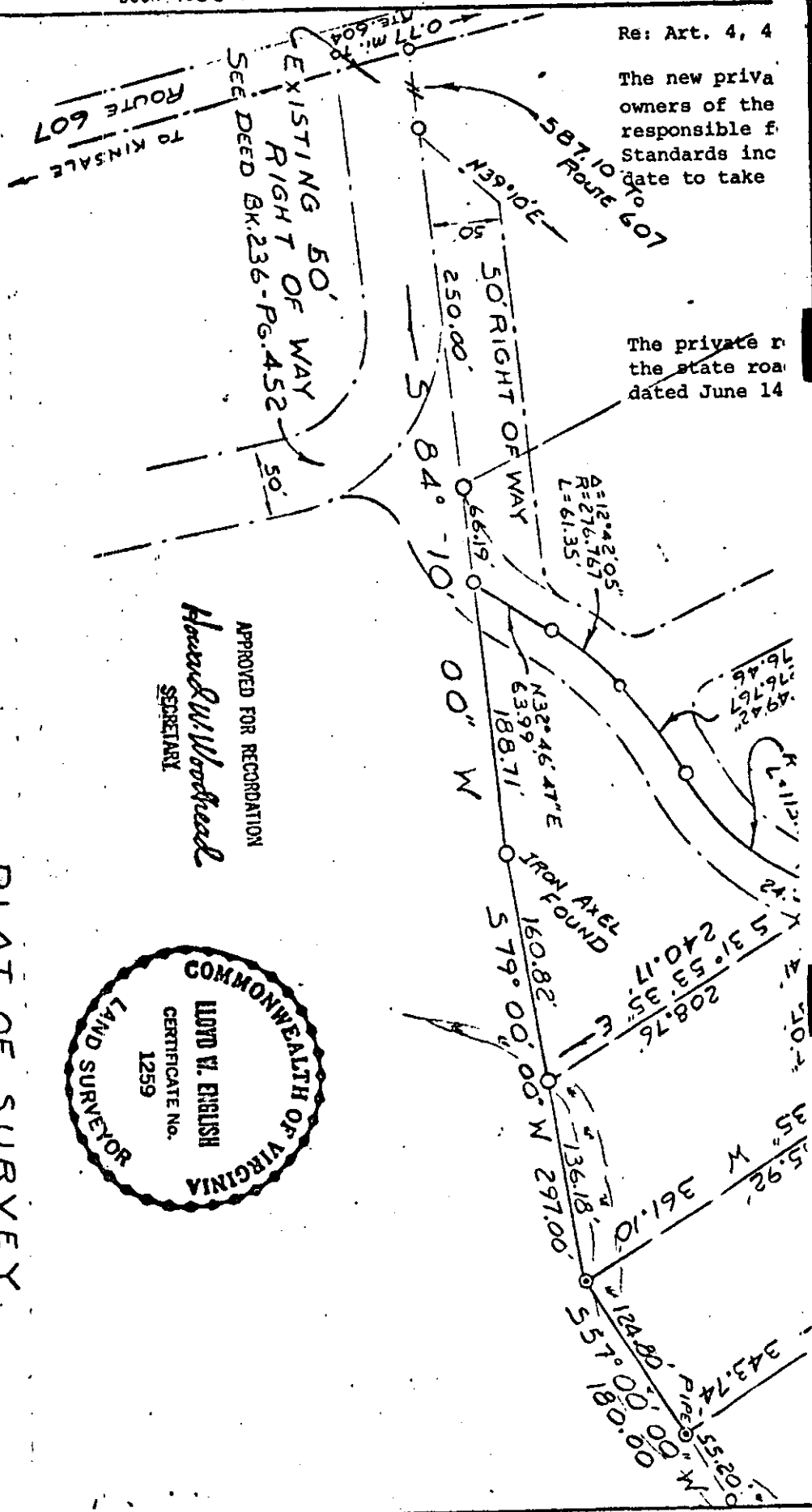
Private road right-of-way shown on this plat is approved for the layout and connections to State road only as required by the Westmoreland County Residential Subdivision Ordinance June 14, 1978 as amended.

W. Rhodes
Highway Engineer



Re: Art. 4, 4
The new private owners of the responsible for Standards Inc date to take

The private of the state road dated June 14



NOTE: Each lot contains a minimum area of 25,000 square feet (excluding area of Right of Ways).

NOTE: Represents Pipe or Iron Rods Set.

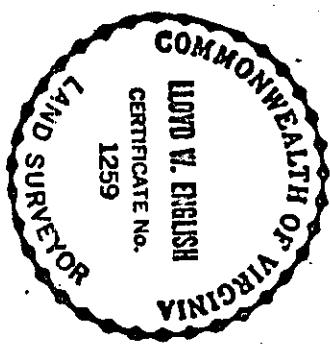
Reference: Deed BK. 265-Pg. 48

NB100 P13

APPROVED FOR RECORDATION

Howard W. Woodford

SECRETARY



PLAT OF SURVEY
 SHOWING LOTS AT
 ARLINGTON FARM

COPELE DIST. WESTMORELAND CO., VA.

JULY 28, 1978

Revised March 18, 1980

SCALE: 1"=100'

VIRGINIA: In the Clerk's Office of the Circuit Court of Westmoreland County, March 29, 1978

The foregoing Instrument, (with plat attached) was this day presented; and with certificate (s) annexed, admitted to record at 2.105 after payment of \$ 16.50 State Tax, \$ 5.50 Local Tax and \$ 11.00 tax imposed by Sec. 58-54.1.

Tester: *Darius R. Moss* Clerk

