

**RESTRICTIVE COVENANTS
"REYNARD'S CROSSING"**

Q230 These restrictive covenants executed this 1st day of April, 1986 by Miller and Harris Partnership, a Virginia Partnership organized and operating under the laws of the Commonwealth of Virginia;

W I T N E S S E T H :

WHEREAS, Miller and Harris Partnership is the fee simple owner of a certain tract or parcel of land located in Taylor District, Orange County, Virginia, known as "Reynard's Crossing", fronting on State Routes 627 and 697 and being more particularly shown and described on the attached plat of survey thereof by Stearns L. Coleman, C.L.S., dated March 27, 1986, revised April 14, 1986 styled Plat of Survey and Division of Reynard's Crossing Subdivision, Taylor District, Orange County, Virginia and being a portion of the same property acquired by Miller and Harris Partnership by deed of Howard M. Carr, Trustee, dated March 21, 1986 and of record in said Clerk's Office in Deed Book 377, page 74e; and

Plat No. 311.0 Plat Col. C-63 Cy. C-5

Deed to James S. Carr

WHEREAS, the parties hereto desire to place certain protective and restrictive covenants on the said property,

NOW, THEREFORE, the said Miller and Harris Partnership do hereby covenant and agree for itself, its successors and assigns that the hereinafter protective and restrictive covenants shall be appurtenant to the property known as "Reynard's

FURCH and WALKER
ATTORNEYS AND
COUNSELORS AT LAW
100 WEST MAIN STREET
ORANGE, VIRGINIA 22953

"Crossing" and that the said protective and restrictive covenants shall run with the land and be binding upon all parties and all persons claiming under the said Miller and Harris Partnership. If the said Miller and Harris Partnership, its successors and/or assigns or any person or party claiming under them shall violate or attempt to violate any of the said protective and restrictive covenants herein contained, it shall be lawful for any other person or party owning any other lot of said subdivision to conduct any proceedings in law or in equity against such person or party violating the same to prevent them from further violation of such protective and restrictive covenants and/or to recover damages from such violation. Invalidation of any of the individual protective or restrictive covenants shall not be in derogation of the viability of the remainder thereof, which shall under all circumstances remain in full force and effect.

1. It shall be the purpose of these protective and restrictive covenants to protect all buyers and owners of lots of "Reynard's Crossing" Subdivision by insuring that the development of these lots will be in a manner that will maintain the quality of the entire group of lots and will be compatible with the surrounding area.

2. All homes constructed on said lots shall be single family dwellings only. The Lots of said subdivision shall be for residential purposes only.

FURCHILL and WALKER
ATTORNEYS AND
COUNSELLORS AT LAW
100 WEST MOUNT STREET
CHICAGO, ILLINOIS 60601

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3. "Reynard's Crossing" Subdivision shall be initially subdivided into 19 separate lots as shown on the attached plat of a survey.

4. The aforesaid lots of the initial subdivision of "Reynard's Crossing" shall not be subject to further division. No owner of any lot of "Reynard's Crossing" Subdivision shall have the power to grant any right of way or easement across said lot except for the purpose of the installation of utilities serving it or other lots of said subdivision.

5. No mobile homes or residential trailers, double wides or the like, or any other form of temporary housing shall be allowed upon any lot of the subdivision. No barn, garage or outbuildings shall be used for a dwelling. Camp trailers, camper trucks, boats and boat trailers may be parked on any lot; provided, however, that they are parked away from public view and not used as living quarters. No above ground swimming pools may be installed; provided, however that the above restrictions shall not exclude the use of inflatable portable swimming pools for use by children.

6. No noxious, offensive, unusually noisy or illegal activities shall be conducted upon any lot.

7. (a) No business activities shall be conducted upon said lots.

(b) All utility lines for electrical, telephone, gas and any other such service shall be installed underground.

FURCELL and WALKER
ATTORNEYS AND
COUNSELLORS AT LAW
100 WEST MAIN STREET
STANFORD, VIRGINIA 22080

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8. No signs shall be allowed upon any lot except signs not to exceed five square feet advertising any property for sale or for rent or any sign of similar size indicating the name of the owner of said lot or the name of the home situated thereon.

9. No lot owner shall allow the accumulation of trash, garbage, inoperable motor vehicles or inoperable or unlicensed motor vehicles to be kept in public view. No building materials shall be stored upon any lot for a period longer than six months. All structures of any kind, except boundary fences, shall be set back at least 150 feet from any public road and at least 20 feet from any other property line.

10. All dwellings shall contain at least 1,550 square feet of living space, not including attic or basement if one story, nor less than 1,800 square feet of living space, not including attic or basement of more than one story. No carports opening to the front of any lot shall be allowed.

11. Miller and Harris Partnership reserves the right to amend, eliminate or add to these protective or restrictive covenants for a period of 5 years from the date hereof or until such sooner time as all lots hereunder may be sold.

12. Miller and Harris Partnership preserve the right to grant privileges, easements, rights of way and franchises over and upon the common areas of said subdivision, however designated

FURCHES, JR. & WALKER
ATTORNEYS AND
COUNSELORS AT LAW
140 WEST MAIN STREET
CHICAGO, ILLINOIS 60601

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and across all lots for the construction, maintenance and repair of utilities as required for development of said subdivision.

WITNESS the following signatures.

MILLER AND HARRIS PARTNERSHIP

BY: David D. Miller
Partner

BY: Martha B. Harris
Partner

STATE OF VIRGINIA

CITY/COUNTY OF ORANGE, to-wit:

The foregoing restrictive covenants were acknowledged before me by Martha B. Harris, general partner of Miller and Harris Partnership, this 11th day of April, 1986.

Sharon C. Maddia
Notary Public

My Commission expires: 1-27-90



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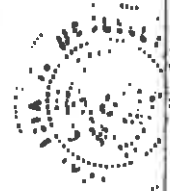
STATE OF VIRGINIA

CITY/COUNTY OF ORANGE, to-wit:

The foregoing restrictive covenants were acknowledged before me by Daniel B. Miller, general partner of Miller and Harris Partnership, this 16th day of April, 1986.

Patricia J. Miller
Notary Public

My Commission expires: 10/6/87



ORANGE COUNTY CIRCUIT COURT CLERK'S OFFICE, VIRGINIA, 17024 (s), TR 12
This 1986 dated April 1, 1986, was this day received in this office together with the certificate thereon admitted to record at 9:07 o'clock, A. M.
Tested: James P. Joyner, Jr., Clerk
OLYSSUS P. JOYNER, JR., CLERK

State Tax	_____
County Tax	_____
Transfer	_____
Recording	<u>42.00</u>
Add. Tax	_____
Total	<u>42.00</u>