

Restrictions

BK 1022 PG 02762

Deed Book 240, page 204 and (2) deed dated the 1st day of June, 1967, from J. M. Scites, et al, recorded in Deed Book 239, page 95, of the aforesaid Clerk's Office. Reference is here made to all the foregoing documents for a more particular description of the property herein conveyed.

The property herein conveyed is made subject to the covenants and restrictions, applicable to Tract 1 through 5 and Tract A on surveys thereof made for Collinsville Land Corporation August 27, 2012, by Ronald E. Yount, Land Surveyor, recorded as Instruments #120007193 and 120007194 in Book 1021, pages 1263 and 1264 of the Franklin County Circuit Court Clerk's Office, as follows:

1. These covenants and restrictions are made covenants running with the land and shall be binding on all lot owners, their heirs, devisees or assigns for a period of thirty (30) years from the date hereof.
2. No commercial business shall be conducted on any tract.
3. Minimum living space shall be as follows:
 - a. Single-story dwelling shall have a minimum floor space of 1,000 square feet.
 - b. Two-story dwelling must have a minimum floor space of 1,500 square feet.
4. Any further subdivision of these tracts must be in accordance with Franklin County requirements. Any tracts created by re-subdivision shall be subject to these Covenants and Restrictions.
5. No noxious animals, i.e., pig or poultry, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become obnoxious, a nuisance or a health hazard to the neighborhood. This does not prevent having horses, cattle or other such livestock. Also, this provision shall not prevent a property owner from raising chickens or other fowl for domestic consumption.

6. No structure of a temporary character, trailer, single-wide, double-wide, triple-wide or manufactured home built on a steel frame, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as permanent residence. Such structures may be used as a temporary dwelling for not more than six (6) months. Systems built off frame modular homes are acceptable as long as they meet the minimum square footage requirements.

7. No residence shall have exposed concrete, cinder block or masonry foundation extend above finish grade so as to be visible from an adjoining property.

8. Trash, garbage or other waste shall not be kept except in sanitary containers. No tractor-trailers, non-operating vehicles or unlicensed automobiles, unused objects or apparatus, or clutter of any kind shall be permitted to remain on any parcel or any portion thereof.

9. Should any proceeding at law or in equity decree that any one or part of any one of the foregoing Covenants and Restrictions be declared invalid, the same will not invalidate all or any part of the remaining covenants and restrictions.

This deed is signed in behalf of the Grantor by due and proper authority given to its President by its Board of Directors and Stockholders as of the day and year first above written:

COLLINSVILLE LAND CORPORATION

BY: Milford A. Weaver (SEAL)
Milford A. Weaver, President

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

I, Peggy J. Young, a Notary Public in the State and for the City aforesaid, do hereby certify that Milford A. Weaver, whose name as President of Collinsville Land Corporation, is signed to the foregoing writing bearing date of the 22nd day of October, 2012, personally appeared before me this