THIS INSTRUMENT PREPARED BY: BAGMELL & BAGMELL P.C. 47 S MAIN STREET BALIFAK, VA 24558

Parcel Record No. 30724 6 30726

## DEED NO. 120000 543

THIS DEED, made this 20th day of February, 2012, by

FAIROAKS DEVELOPMENT CORPORATION, a Virginia corporation,

Grantor; and THE ESTATE OF HAROLD G. MOORE, Deceased,

Grantee;

## WITKESSETH:

In consideration of TEN DOLLARS, and other good and valuable consideration, the receipt of which is acknowledged, the Grantor does grant, bargain, sell, and convey, with General Warranty and English Covenants of Title unto the Estate of Harold G. Moore, Deceased, the following:

Item One: That certain tract or parcel of land situate in Banister District, Halifax County, Virginia, lying on Chestnut Creek Road, being Lot 24 Section 2, containing 1.00 acre, shown on plat by Jones & Associates, P. L. S., dated February 23, 1999, revised September 8, 1999, recorded in Plat Book 20, Page 150; being a portion of the real estate acquired by Fairoaks Development, Corporation, in deed from Harold G. Moore and Linda M. Moore, dated July 24, 1996, recorded in Deed Book 654, Page 382.

Item Two: That certain tract or parcel of land situate in Banister District, Halifax County, Virginia, lying on Chestnut Creek Road, being Lot 26 Section 2, containing 1.00 acre, shown on plat by Jones & Associates, P. L. S., dated February 23, 1999, revised September 8, 1999, recorded in Plat Book 20, Page 150; being the real estate acquired by Fairoaks Development Corporation, in Deed of Exchange with U. S. Bank, N.A., as Trus-

Exempt from taxes imposed by VA Gode Sec. 55.1-801 & 66.1-802 pursuest to Sec. 55.1-811(7)

120000543 (Lots 24 : 26) RCES tee on behalf of Manufactured Housing Contract Semior/Subordinate Pass-through Certificate Trust 2000-6, dated January 3, 2011, recorded in Deed Book 1102, Page 542.

In addition to the real estate herein conveyed, the Grantor conveys unto the Grantee, successors and assigns, a perpetual right of ingress and egress along and across Chestnut Creek Road for access to and from State Road No. 832.

This conveyance is made subject to all valid and enforceable reservations, conditions, and easements of record.

It is covenanted and agreed between the parties hereto that the property described above shall be permanently subject to the following restrictive covenants:

- No improvements other than one (1) single family dwelling and such ancillary buildings, fences, antennae and driveways reasonably incident to the use of such a single family resident shall be erected or otherwise located upon the property.
- 2. Such single family resident shall not contain less that 1100 square feet of living area, enclosed with the walls of such residence and the length of the shortest side of such residence shall be not less than 20 feet.
- 3. No buildings located upon said property shall be located any closer than fifty (50') feet to the closest edge of the right of way shown on the plat dated February 23, 1999, nor shall any building be located any closer than ten (10') feet to any interior lot line.
- 4. This property shall not be subdivided.
- 5. No mercantile or commercial business of any kind or description shall be conducted on the property by any owner or owners, tenants or successors in interest or shall be allowed or suffered by such owner or owners, tenants or successors in interest. This restriction specifically prohibits the operation of any

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boarding houses, rooming houses, or tourist homes upon the property.

- 6. No advertising sign board or posters shall be permitted upon the property except for one sign that offers the property for sale or rent, one sign that advertises an occasional yard sale to be held upon the property, and one sign of a political nature no more than six (6') square feet in size.
- No domesticated farm animals or fowl shall be kept or raised upon the property.
- 8. All motor vehicles on the property or parked in the access road thereto must have current license tags and inspection stickers.

The above covenants shall run with the land and shall be binding upon the Grantee herein and respective heirs at law, devisees, assigns and successors in interest.

Invalidation of any of the above covenants by legal or administrative action shall in no way effect any of the other covenants which shall remain in full force and effect.

WITNESS the signature of Rodney G. Moore, Vice-President, on behalf of Fairoaks Development Corporation.

FAIROAKS DEVELOPMENT CORPORATION.

(SEAL)

y: Rodney G. Moore Vice-President STATE OF VIRGINIA

COUNTY OF Mecklenburg

The foregoing deed was acknowledged before me on <u>Jebruary 21</u>, 2012, by Rodney G. Moore as Vice-President of Fairoaks Development Corporation, on behalf of the corporation.

My commission expires: June 30,2014

PAMICEA H. JOSES Hetary Public Commonwealth of Virginiz 134996 My Commission Expires Jun 30, 2014 Farnela Horus Notary Poblic

VIRGINIA:		FFICE OF THE C	IRCUIT GOL	JRT OF HALIFA	X COUNTY
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