

October 9, 1974, recorded in the Clerk's Office aforesaid, in Deed Book 443, page 378, reference to which is here made.

As a part of the consideration for this conveyance and as a covenant running with the land, it is covenanted and agreed that the following restrictions and conditions shall be binding on said lot herein conveyed:

1) That said lot shall be used for residential purposes. No trailer, ten, garage or other outbuilding that may be placed or constructed upon said lot and used as a residence temporary or permanent, shall constitute compliance with the covenants contained that said lot shall be used for residential purposes.

2) That only one dwelling may be constructed upon said lot.

3) That no residence or other building shall be constructed upon said lot nearer than the setback line as indicated on the plat of said Section "D", and no building shall be erected or constructed within ten (10) feet of the boundary line of any adjoining lot.

For the purpose of this covenant, eaves, stoops, steps, chimneys and bay windows shall not be considered as a part of a building.

4) That no residence shall be constructed upon said lot of less value at cost of construction than Ten Thousand Dollars (\$10,000.00).

5) The main ground floor area of any dwelling, exclusive of porches, garages, and breezeways shall not be less than twelve hundred fifty (1250) square feet for a one story single family dwelling; nor less than eight hundred fifty (850) square feet for a dwelling of more than one story.

WHARTON, ALDHIZER  
AND  
WEAVER  
ATTORNEYS AT LAW  
HARRISONBURG, VA.

6) No dwelling shall be erected or placed on any lot which has an exterior construction of stucco or concrete block aggregate, basement and foundation walls excepted, and no cinderblock shall be exposed in the foundation.

7) The invalidation of any of the foregoing covenants by a court of competent jurisdiction shall not operate to invalidate any other of the said covenants.

8) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, or both. One or more owners in the Subdivision shall be a proper party to institute such proceedings.

WITNESS the following signature and seal.

Margaret M. Derr (SEAL)  
Margaret M. Derr

STATE OF VIRGINIA, AT LARGE

, To-Wit:

The foregoing instrument was acknowledged before me this 19 day of August, 1979, by MARGARET M. DERR, widow.

My commission expires: March 15, 1983

J. Powell W. Miller  
Notary Public

WHARTON, ALDHIZER  
AND  
WEAVER  
ATTORNEYS AT LAW  
HARRISONBURG, VA.

VIRGINIA: I, the undersigned, Notary Public for the State of Virginia, do hereby certify that the foregoing instrument was acknowledged before me on this day of August, 1979, at 10:50 AM, in the County of Harrisonburg, Virginia, and is a true and correct copy of the original instrument as the same appeared to me. I certify that taxes were paid on this instrument.  
Notary Public - Fee \$108.75  
City 36.25  
County 36.25  
Recording 10.00  
Transfer 1.00

Deed Book No. 559 Page 316

TESTE: L WAYNE HARPER  
ACTING CLERK