THIS DOCUMENT WAS PREPARED BY PHILLIPS, MORRISON, JOHNSON & PERRELL, ATTORNEYS AT LAW, WITHOUT A TITLE EXAMINATION.

THIS DEED, made this 23rd day of August, 2002, by and between PAUL H. LILLY, JR. and BETTY JO LILLY, Trustees of the PAUL H. LILLY, JR. REVOCABLE LIVING TRUST dated September 7, 1999, parties of the first part (GRANTORS); and GREGORY H. RICHARDSON, party of the second part (GRANTEE);

WITNRSSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey, with GENERAL WARRANTY OF TITLE, unto the party of the second part, the following described real property, to-wit:

Tax Map No. 80-5-4

All that certain tract or parcel of land, together with the rights thereto and the privileges and appurtenances thereunto belonging, lying and being situate in Jefferson Magisterial District, Bedford County, Virginia, and being "New Tract 4", containing 40.007 acres, as shown on that certain plat entitled "Plat Showing Re-Subdivision of Property owned by Paul H. Lilly, Jr.," dated May 23, 2000, made by Donnie W. Slusher, Land Surveyor, which plat is of record in the Clerk's Office of the Circuit court of Bedford County, Virginia.

Being a portion of the same property conveyed to the Grantors herein by deed dated September 7, 1999, which deed is of record in the aforesaid Clerk's Office as Instrument No. 990014620. Following such conveyance, the properties therein conveyed were re-subdivided and "New

Tract 4" conveyed hereby is a result of the resubdivision.

The property conveyed hereby is conveyed subject to all restrictions, reservations, easements and conditions now of record and affecting the same, as apparent from an inspection thereof, and is expressly conveyed subject to the following restrictions, with the exception only that the Grantee herein shall have permission to place a mobile home on the property, as an exception to Restriction No. 7 below, for a period of 18 months only from the date this sale occurs:

Deed Restrictions

- 1. Only one residential structure having not less than 2000 square feet of finished or heated space for a two story, multi-level or single story dwelling shall be constructed on any lot. The required square footage shall be exclusive of basements, walks, drives, porches, carports, or garages.
- 2. All detached or dependency buildings shall be permanent type construction.
- 3. Land is to be used for residential and agricultural purposes only.
- 4. The exposed exterior foundation walls above grade level of any residence or dwelling shall be faced with brick, stone, wood, or stucco and shall not bare concrete, cinder block, or masonry.
- 5. No noxious or offensive activity shall be carried on within the subdivision, nor shall anything be done which shall constitute a nuisance to other property owners.
- 6. No building materials (except during construction), unlicensed or inoperable vehicles, or inventories may be stored outside at any time.
- 7. No mobile or modular homes, double wides, duplexes, or multiple family homes may be placed on any lot.
- 8. Each property owner shall keep his property free from trash and rubbish and shall maintain his property so as to present a pleasing appearance.

- 9. No tract or part of any tract shall be used for a roadway or access to any other parcel of land lying outside this subdivision without the written consent of the developer or in lieu thereof by unanimous consent of all landowners of the subdivision.
- 10. No lot or tract shall be further subdivided, except that "New Tract 4" may be subdivided one further time upon the condition that no lot derived therefrom shall contain less than five (5) acres.
- 11. No signs, posters, or billboards shall be erected on any tract except notices offering the property for sale. Such notices shall be limited to 6 square feet in area of less.
- 12. Swimming pools are allowed only if completely surrounded by shielding shrubbery.
- 13. No vicious animals, to include dobermans and pit bull dogs, shall be allowed on the property. Owners may keep horses and small farm animals, if such small farm animals are for domestic use only.
- 14. The use of plastic woven chain link fencing is prohibited. Barbed wire or wooden fencing is permitted.
- 15. These restrictions shall be covenants running with the land and shall be binding and effective upon the land in this subdivision. Any of the said restrictions may be temporarily or permanently altered, amended, modified, or extinguished with the consent of all of the property owners.

WITNESS the following signatures and seals:

(SEAL)

PAUL H. LILLY, JR., as Trustee of the PAUL H. LILLY, JR. REVOCABLE

LIVING TRUST

(SEAL)

BETTY JO LYLLY, as Trustee of the

PAUL H. MILLY, JR. REVOCABLE

LIVING TRUST

STATE OF VIRGINIA,
CITY/COUNTY OF Campbell
The foregoing instrument was acknowledged before me this 38
day of <u>(luguet</u> , 2002, by PAUL H. LILLY, JR., as Trustee of
the PAUL H. LILLY, JR. REVOCABLE LIVING TRUST.
My commission expires Applember 30, 3002.
Huley R. Masse
STATE OF VIRGINIA,
CITY/COUNTY OF anghell
The foregoing instrument was acknowledged before me this
day of duguet , 2002, by BETTY JO LILLY, as Trustee of
the PAUL H. LILLY, JR. REVOCABLE LIVING TRUST.
My commission expires September 30, 3002.
Danley & Olans

Ret : R. Feogras 420.00

INSTRUMENT #020014923
RECORDED IN THE CLERK'S OFFICE OF
BEOFORD COUNTY ON
AUGUST 29; 2002 AT 11:19AM
\$130.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$65.00 LOCAL: \$65.00
CAROL W. BLACK CLERK

Kita Ser

(00)

070013656

Prepared by: The Law Office of T. Henry Clarke, IV
Tax Map No. 80-5-4B
Tax Map No. 80-5-4A
Tax Map No. 80-5-3
Tax Map No. 80-5-2

AMENDMENT TO DEED RESTRICTIONS SET FORTH IN INSTRUMENT NO. 020014923

THIS AMENDMENT TO DEED RESTRICTIONS made this 26th day of August, 2007, by and between GREGORY H. RICHARDSON, (hereinafter referred to as "Richardson"), JEFFREY D. DUNCAN and MEGAN C. DUNCAN (hereinafter referred to as "Duncan") and GERALD P. SAVARESE, (hereinafter referred to as "Savarese"), and MARK A. TESH and CASSENDRA G. TESH, (hereinafter referred to as "Tesh"), amended as follows:

WITNESSETH

WHEREAS, Richardson is the owner of Tract 4A, containing 20.07 acres, by virtue of a deed dated August 23, 2002, of record in the Office of the Clerk, Circuit Court, Bedford County, Virginia, as Instrument Number 020014923; and

WHEREAS, Savarese is the owner of Tract 4B, containing 20 acres, by virtue of a deed dated August 23, 2006, of record in the Office of the Clerk, Circuit Court, Bedford County, Virginia, as Instrument Number 060013493; and

WHEREAS, Duncan is the owner of Tract 3, containing 43.265 acres, by virtue of a deed dated October 29, 2006, of record in the Office of the Clerk, Circuit Court, Bedford County, Virginia, as Instrument Number 060002254; and

WHEREAS, Tesh is the owner of Lot 2, 23.808 acres, by virtue of Deed dated August 15, 2000, of record in the Office of the Clerk, Circuit Court, Bedford County, Virginia, as instrument Number 000009598; and

WHEREAS, the deeds of Richardson, Savarese, Tesh and Duncan contain certain deed restrictions, among them Restriction #2, providing for "permanent type construction", and #7 providing for "no mobile or modular homes; and

WHEREAS, Restriction #15 provides that restrictions may be amended or extinguished with the consent of all property owners; and

WHEREAS, the property owners who have affixed their signatures hereto consist of the property owners as defined in Restriction #15; and

WHEREAS, the property owners collectively desire to alter the deed in the restrictions as follows:

(1) By deleting that part of Restriction #7 prohibiting mobile homes or doublewides.

(2) By clarifying Restriction #2, by setting forth that mobile of modular homes are permanent homes within the meaning of said restriction.

WITNESS the following signatures and seals:

SIGNATURES: Megan C Duncan Megan C Duncan PRINT NAME; Letter, D Duran
STATE OF VIRGINIA CITY/COUNTY OF Bed Coal TO-WIT:
I do hereby certify that Jeffer, D. Dyncon and Magan C. Dancon has this day
acknowledged the same before me, in the jurisdiction aforesaid.
Given under my hand this 26 day of Agent, 2007. Notary Public Notary Public Notary Public
My Commission expires: Me, 71, 2, 09 Cassaudia 6 Testi PRINT NAME: Mark Test Signature PRINT NAME: Mark Test
STATE OF VIRGINIA CITY/COUNTY OF, TO-WIT:
I do hereby certify that Mark A. T.ch and Cassandra G. Tosh has this day
acknowledged the same before me, in the jurisdiction aforesaid.
Given under my hand this 26 r day of August , 2007. Public Notary Notary
My Commission expires: May 31, 2009 ** REG. *205081 FEMANY COMMISSION ** DOM: ALTH OF VIRES. ALTH OF VIRES.

PRINT NAME: Gregory to. Rechardson
STATE OF VIRGINIA CITY/COUNTY OF BLC. , TO-WIT:
I do hereby certify that Green the Richards has this day
acknowledged the same before me, in the jurisdiction aforesaid.
Given under my hand this 2 (day of, 2007. NOTARY DUBLIC NOTARY DESCRIPTION OF MY COMMISSION ** EXPRESE **205081 ** EXPRESE ** PRODUCT ** NOTARY DESCRIPTION OF MY COMMISSION ** EXPRESE ** EXPRESE ** ** ** ** ** ** ** ** ** **
My Commission expires: May J. 2009
Gerald Savarese PRINT NAME: BERGLO P. SAVARESE
Signature
STATE OF VIRGINIA BLAFFIELD TO-WIT:
I do hereby certify that Gerald P. Sauruse, has this day
acknowledged the same before me, in the jurisdiction aforesaid.
Given under my hand this 3/st day of August, 2007. Mulanie Bluck Notary Public commissioned as Jeaus Notary Public commissioned as Jeaus
My Commission expires: 6-30-2008 Millianut B. Skalas
My Commission expires: 6-30-300 Manual Manua

070003240

Tax Map ID#:

80-5-48

Prepared by:

Stephen E. Dunn, Esq.

P.O. Box 4298

Lynchburg, Virginia 24502

THIS DEED OF CORRECTION, made this 23RD day of January, 2007, by and between GERALD P. SAVARESE and DEBORAH C. SAVARESE, husband and wife, grantors; and GREGORY H. RICHARDSON, 5, w/s/e grantee;

WITNESSETH:

Whereas by Deed dated August 23, 2006 of record in Instrument No. 060013493, the Grantee inadvertently conveyed to the Grantor a certain tract of land designated as New Tract 4 containing 40.007 acres and

Whereas the Grantee intended only to convey Tract 4B containing 20.000 acres to the Grantors, and the parties wish to correct the aforesaid conveyance by the transfer of Tract 4A containing 20.007 acres back to the Grantee;

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said grantors do hereby grant and convey, with General Warranty and English Covenants of Title, unto the grantee, the following described real estate in the County of Bedford, Virginia, to-wit:

All that certain tract or parcel of land, together with the rights thereto and the privileges and appurtenances thereunto belonging, lying and being situate in Jefferson Magisterial District, Bedford County, Virginia, and being "Tract 4A", containing 20.007 acres, as shown on that certain plat entitled "Plat Showing Division of Property owned by Gregory H. Richardson... Jefferson District, Bedford County, Virginia", dated March 13, 2003, revised September 18, 2003 which plat is of record in the Clerk's Office of the Circuit Court for the County of Bedford, Virginia in Plat Book 44 at page 141.

It being a portion of the property conveyed unto the grantor, by deed dated August

23, 2006, which said deed is of record in the Clerk's Office of the Circuit Court for the County of Bedford, in Instrument No. 060013493.

This conveyance is made subject to any reservations, restrictions, conditions, and easements of record and now binding on said property, and more particularly described and attached to a certain deed dated August 23, 2002 and of record in the aforesaid Clerk's Office in Instrument No. 020014923.

WITNESS the following signatures and seals:

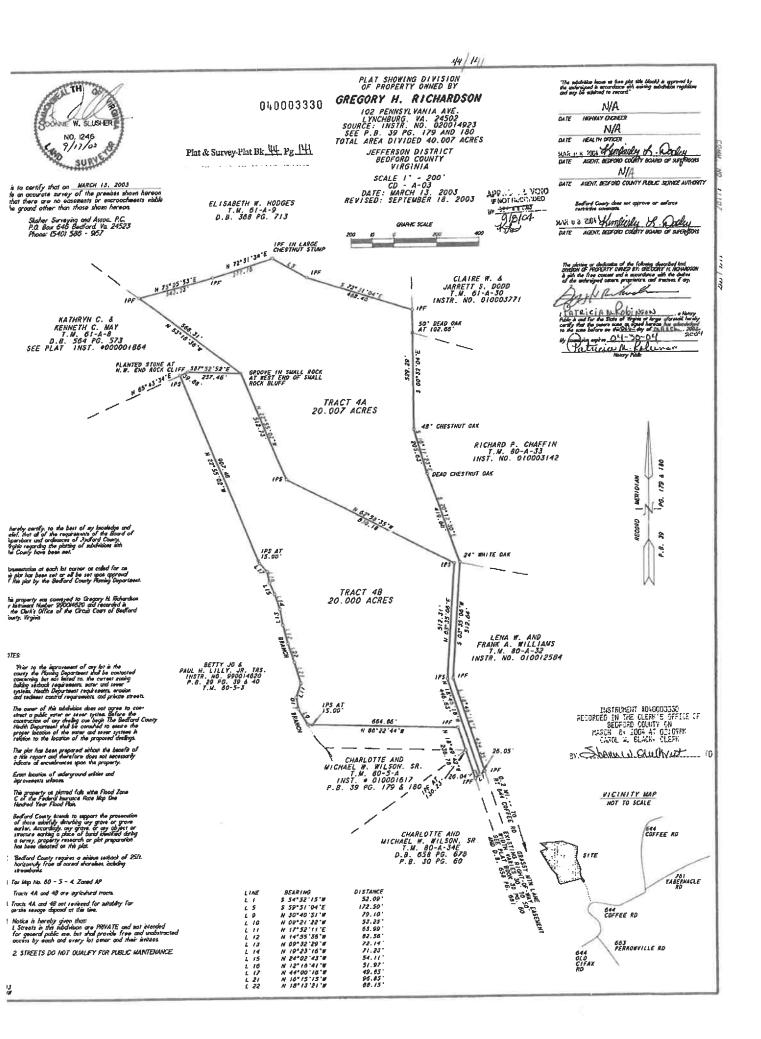
STATE OF NEW YORK

CITY/COUNTY OF Suffalk To-wit:

The foregoing deed was acknowledged before me this 12 day of FED, 2007, by Gerald B. Savarese and Deborah C. Savarese, husband and wife.

My commission expires 3/14/10

Marci J. Hugues
Netary Public, State of New York
Control 19024785
Control 19024785
Control 19024785
Control 19024785



THIS DEED OF GIFT, made this 26th day of June, 1987, by and between PAUL H. LILLY, JR. and ELIZABETH O. LILLY, his wife, parties of the first part; and MICHABL W. MILSON, SR. and CHARLOTTE L. MILSON, husband and wife, parties of the second part;

WITHESSETH

The parties of the first part do hereby give, grant and convey, with General Warranty and English Covenants of Title, unto the said parties of the second part, as tenants by the entireties, with the right of survivorship as at common law, the following described real estate, to-wit:

All that certain tract or parcel of land with the buildings and improvements thereon and the privileges and appurtenances thereunto belonging, lying and being in Jefferson District, Bedford County, Virginia, containing 5.012 acres, more or less, shown and described upon a plat thereof made by James C. May, Jr., C.L.S., dated June 9, 1987, revised June 16, 1987, a copy of which is recorded herewith and made a part hereof, together with the right and easement to use for the purpose of ingress and egress to and from the above-described property, the 30 foot wide right of way established and reserved in a deed dated September 1, 1977, recorded in the Clerk's Office of the Circuit Court of Bedford County in Deed Book 451, page 295, from Paul R. Lilly, Jr. and wife to Baxter Chambler Carr, II, and Patricia F. Carr, shown upon the aforesaid plat which right of way connects the above-described property to State Secondary Route 644 (Coffee Road) and is joint and common with the said Paul H. Lilly, Jr., his successors and assigns, and all other parties now or hereafter having the right to use the said right of way, whether by grant or reservation.

The parties of the first part do also hereby expressly reserve unto themselves and their successors in interest, a perpetual right and easement in and to the use of a "50" esmt. (private st.)" shown upon the above-mentioned plat as an appurtenance to and a means of ingress and egress

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to and from the property owned by them adjoining the hereinabove described and conveyed real estate, heing all of the rest and residue of the property conveyed to the said Paul H. Lilly, Jr. by the deed next below mentioned.

The property hereinabove described and conveyed is part of the property conveyed to Paul H. Lilly, Jr. hy Echols A. Hansbarger, Jr. and his wife by deed dated March 13, 1972, recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia, in Deed Book 377, page 285.

This conveyance and the warranties herein contained are expressly subject, however, to all other easements, rights of way, restrictions and reservations affecting said real estate and now binding thereon as the same may be set forth or referred to in prior recorded deeds thereto or plats thereof.

The property hereby conveyed shall be subject to the following restrictions for a period of thirty-five (35) years from the date of this deed:

- (1) The restrictions hereinafter set forth are applicable to the above described tract of land containing 5.012 acres, and are not applicable to other property owned by Paul H. Lilly, Jr.
- (2) Only one (1) single family residence shall be erected on the property, but this restriction does not prohibit the construction of appurtenant buildings including, but not limited to, garages, barns and stables.
- (3) If the residence constructed on the property is a one-story residence, it shall contain not less than 1,200 square feet, and if the residence constructed on the property is a two-story residence, it shall contain not less than 1,600 square feet on two floors, which square footage

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J 11

600K 659 PAGE 680

shall be exclusive of garages, car ports, porches and basements.

(4) No mobile homes or house trailers shall be used on the property for residential purposes.

Pursuant to \$\$58.1-810.3 and 58.1-811,D, Code of Virginia (1950), no recordation tax shall be required for the recordation of this deed.

WITNESS the following signatures and seals.

III H. Iddiv. Jr.

(SEAL)

Scientif Seller (SEAL DElizabeth O. Lilly

STATE OF VIRGINIA AT LARGE

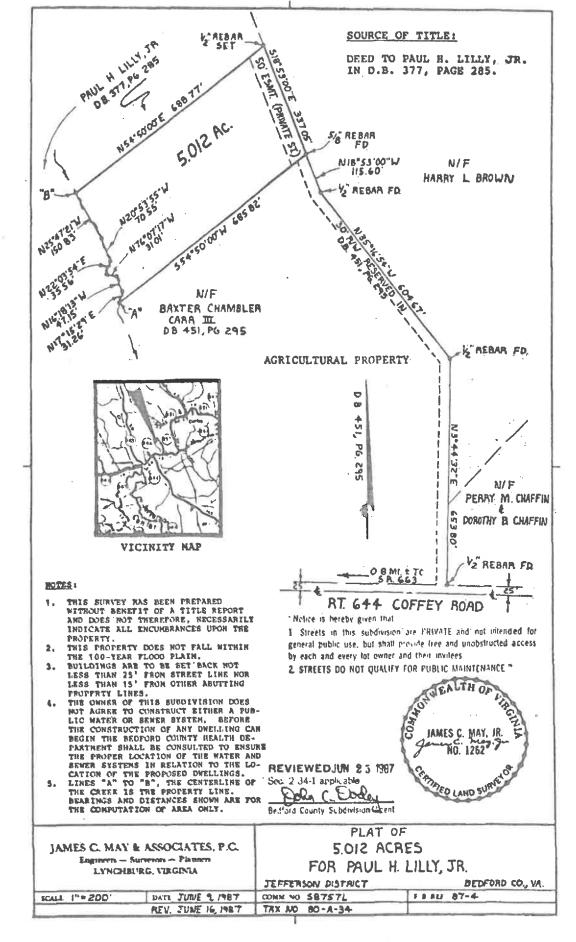
to-wit:

The foregoing instrument was acknowledged before me this 20th day of June, 1987 by Paul H. Lilly, Jr. and Elizabeth O. Lilly, his wife.

My commission expires 9-0-88

Notary Public

3



RETURNED

MAILED

Clarke

A 21.00

INSTRUMENT #070013656
RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
SEPTEMBER 4, 2007 AT 12:09PM
CATHY C. HOGAN, CLERK

RECORDED BY: CMM



600x 659 PACE 682

State Text	039		VINGINIA: In the Clark's Office of the
County Tax	213		Circuit Court of Bedford County, Va.
City Tax	214		Grace 20 1987 this writing with ,
Co. Timelr	212	1.00	w/ dataxouresolides
City Timetr			was admitted to record at 9:53 o'clock
Clerk's Fee	301	10.00	M, and the Tax Imposed by Section
State Tex	038		68.1-802 of the Code in the amount of
County Test	220	-	Pnes been paid.
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Postage	350	.39	m V 86 in
Thesi		11 39	Many Kay Schnill De Con
m 65	7	m 678	

m l fo; 7/14/87 x Michael W. Wiley Su 104 Maplewood Dr. Sand. Va 24551