

SEE  
SUPPLEMENT  
TO DEED  
D.B. 257 p. 755

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#1369

Tax Map Nos. 31 D-1-B 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12.

THIS DEED, made this 2<sup>nd</sup> day of August, 2001, between Robert F. HUTCHINSON and R. C. HUTCHINSON, Jr., Trustees, parties of the first part, GRANTORS, Clifton A. DOWELL, III and William L. LEWIS, Trustees of the Courtney Neale Dowell Revocable Trust, dated September 24, 1999; Catherine R. SMITH; Edward Reid WADE; Robert Cosby WADE; Cathy Ann MARCUM; Robert F. HUTCHINSON; R. C. HUTCHINSON, Jr.; Geraldine H. READ; Karen CARSON, Trustee on behalf of Geraldine H. Read Trust Agreement; Elizabeth B. TANKARD, formerly known as Elizabeth M. BUTZNER; Byrd S. LEAVELL, Jr.; Lucie Leavell VOGEL; Anne Leavell REYNOLDS; Bank of America, Anna Moore BUTZNER, Betay B. GREENE and Catherine Todd BUTZNER, Trustees, on behalf of the William W. BUTZNER, Jr. Trust under agreement, parties of the second part, BENEFICIAL OWNERS, and A. N. JOHNSTON, party of the third part, GRANTEE;

WITNESSETH that for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby sell, grant and convey with SPECIAL WARRANTY unto the GRANTEE, the following described real estate:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

As evidenced by their signatures hereto, the BENEFICIAL OWNERS join in this conveyance to quit-claim, release and convey unto the GRANTEE, their beneficial interests (in the fractional shares described in Schedule B attached hereto and made a part hereof) in the subject property and to unanimously elect and appoint Robert F. Hutchinson and R. C. Hutchinson, Jr. as Trustees pursuant to the aforesaid instrument recorded in Deed Book 109, Page 5, who have full power of sale.

THIS CONVEYANCE is made subject to the following restrictions and conditions applicable to the subdivision known as "Daingerfield":

LEWIS AND WARE, P.C.  
ATTORNEYS AT LAW  
300 OAKE STREET  
TAPPAHANNOCK, VA  
22560-0368

PREPARED BY LEWIS AND WARE, P.C., ATTORNEYS AT LAW

1

Orig. to:  
Alexander F. Dillars Jr., Atty.  
In person  
8-21-01

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1. No lot shall be used for business or commercial purposes, but shall be used for detached one-family residential dwelling only, not to exceed in height two and one-half stories. No dwelling house shall be erected with a living space, excluding garages, porches, carports and basements of less than 2,000 square feet;

2. No building shall be erected, altered, placed or permitted on any lot until the location, design, plans and specifications thereof shall be approved by the GRANTORS; provided, however, if such GRANTORS fail to approve or disapprove such design, location or alteration within thirty (30) days after such plans have been submitted to them, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required;

3. No structure or building of any kind shall be erected or moved onto any lot unless it be in general conformity and harmony with the class of existing structures;

4. No building shall be erected on any lot nearer than forty (40) feet to the street line, nor nearer than thirty (30) feet to the back lot line, nor nearer than ten (10) feet to the side lot line, which said restriction shall apply to porches, bays, windows, garages, breezeways and carports, except that a separate garage or utility house or sun deck constructed behind the main dwelling may be constructed within five (5) feet of the side lot line or within twenty (20) feet of the rear lot line;

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently;

6. Except as herein provided, the lots in "Daingerfield" as platted and recorded shall not be subdivided

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in any manner subsequent to sale nor shall more than one dwelling be erected on any one lot; however, a dwelling may be erected on one or more lots or a lot and a part of another lot. The purpose of this exception is to allow one or more lots to be subdivided provided the dwelling site for any one house is enlarged and not reduced in size; nothing herein contained shall be construed to prohibit the use of more than one building site for the construction of a single dwelling. The restriction herein contained preventing the subdivision of lots shall not be applicable to Lot 11 provided such lot is subdivided in such a manner as to produce, in conjunction with the Hutchinson residence lot, one or more lots having areas at least equal in size to the area of the smallest lot fronting on the Rappahannock River in such subdivision;

7. No dwelling or outbuilding shall be constructed with cinderblock or asbestos shingle exterior, and all outbuildings shall conform to the architecture of the main dwelling. This restriction shall not prohibit the construction of a flat roofed carport or similar structure constructed as a part of the main dwelling. No dwelling shall contain cinderblock as an exposed exterior wall or foundation; however, it may be used as a structural material. The exterior walls, including foundations, of all buildings shall be constructed of brick or wood unless the GRANTORS shall approve a different material;

8. No fence or hedge shall be erected or planted on any lot between the residence located thereon and the street; fences or hedges or both may be erected or planted between the residence and the rear portion of such lot but any such fence or hedge must be in the general conformity with the quality of the residence and must be maintained in an attractive appearance and not in excess of a reasonable height;

9. Owners of the lots whether said lots be built on

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or not, shall keep their lots free of weeds, undergrowth, garbage, trash and unsightly debris and litter;

10. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood;

11. No trees or shrubs shall be planted immediately above or in close proximity to any underground water lines, electric lines or telephone lines;

12. Owners of lots will have no swine, cows, horses, ponies or goats kept on their lots and may keep only pets which are usually considered as household or yard pets such as dogs or cats. The number of such pets will be restricted to the numbers usually considered normal for household or yard pets. No owner will allow any pet to become a nuisance to the other residents of the subdivision;

13. All owners of lots will have a joint interest in, and in the maintenance of the "Recreation Lot", as shown on the subdivision plat which is reserved for ownership in common by all of the owners of lots in the subdivision. Such maintenance will include keeping the lot cut and free of debris at all times. The lot owners may form an association, as they feel necessary, to maintain and develop the "Recreation Lot";

14. Owners of the lots in Daingerfield are expected to complete the construction of a residence on each lot owned by them within a reasonable time in order to make the subdivision an active community. If any person is the owner of two or more lots in the subdivision, and fails for a period of four years after purchase to complete the construction of a residence on each of such lots, the GRANTORS may repurchase from such owner any lots in excess of one selected by such owner at the original sale price of the lot by the GRANTORS with interest at five percent (5%) per annum from the date of purchase of the lot

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being repurchased. The GRANTORS, may, however, at any time, waive this right to repurchase, and do so waive by the execution of this instrument by the GRANTORS and BENEFICIAL OWNERS;

15. All lots shall be connected with the subdivision water system and each lot owner shall pay the prevailing water rate and be subject to rules and regulations applicable to such system, but no connection charge shall be required of the owners of any such lot;

16. All water, telephone and electric lines to any residence shall be underground throughout;

17. When more than two-thirds of the lots in the subdivision shall have been sold, the rights herein reserved by the GRANTORS shall become vested in a committee of five (5) persons owning homes in the subdivision selected by the lot owners on the basis on one vote for each lot; such committee may amend these restrictions from time to time as it may think advisable.

THIS CONVEYANCE is further made subject to all covenants, easements, restrictions, reservations, and conditions appearing of record which may affect the aforesaid real estate.

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Witness the following signature and seal:

Courtney Neale Dowell Revocable Trust

By: [Signature] (SEAL)  
Clifton A. Dowell, III, Trustee

By: [Signature] (SEAL)  
William L. Lewis, Trustee

STATE OF Virginia  
CITY/COUNTY OF Essex, to-wit;

The foregoing instrument was acknowledged before me this 8th day of August, 2001, by Clifton A. Dowell, III, Trustee.

[Signature]  
Notary Public

My Commission Expires: 2/28/03

STATE OF Virginia  
CITY/COUNTY OF Essex, to-wit;

The foregoing instrument was acknowledged before me this 8th day of August, 2001, by William L. Lewis, Trustee.

[Signature]  
Notary Public

My Commission Expires: 2/28/03