

DOUBLE E LAND AND CATTLE CO.

TO (DEED OF B & S

EDWARD S BREZINA
WANDA M. BREZINA

Mailed to:
Mr. & Mrs. Wanda M. Brezina
C/o Armed Forces Institute of
Pathology, Washington 25, D. C.

No. 497

THIS DEED, made this 6th day of August, 1960, by and between Double E Land & Cattle Co., a Virginia Corporation, party of the first part; and Edward S. and Wanda M. Brezina part ies of the second part;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the part ies of the second part to the party of the first part, receipt of which is hereby acknowledged, the party of the first part does hereby bargain and sell to the part ies of the second part with general warranty of title as tenants by the entireties with the common law right of survivorship and not as tenants in common all that lot or parcel of land with all easements and appurtenances situate, lying and being in Chapel Magisterial District, Clarke County, Virginia more particularly described as Lot 55, Section _____ on a plat of Calmes Neck Estates duly recorded in the Clarke County Circuit Clerk's Office in Deed Book 58 at Page 506

Subject to aforesaid, the grantor warrants generally the land hereby conveyed; it covenants that it has good right to convey the same to the aforesaid grantees; that the said land is free from all encumbrances; that the grantees shall have quiet enjoyment and that it will execute such further assurances thereof as may be requisite.

This conveyance is made subject to the restrictions and easements duly recorded in the aforesaid Clerk's Office and to the following additional Restrictive Covenants which shall be binding upon all subsequent owners and enforceable by the Grantor and all subsequent owners of all other lots in the Subdivisions known as Calmes Neck Estates:

1. Further subdividing prohibited. Said lot shall not, at any time, be subdivided, conveyed or sold except as a whole, but this restriction shall not apply to conveyances of easements and rights of way for gas and electric lines and conduits, for telephone and telegraph lines, and for water and sewer lines.

2. Restrictions on use.

(a) No office, shop, store, factory or business house of any kind, hospital, nursing or rest home, asylum or institution, hotel, motel or tourist home or apartment house shall be erected or maintained upon any of said lot, nor shall any business of any character be conducted upon any of said lot, but the same shall be used solely for residential purposes, and the enumeration of business uses above shall not be construed to exclude any other business from this restriction.

(b) Not more than one single family dwelling house shall be erected on said lot. However, there may be erected on the lot a garage and such other buildings or structures as may be reasonably necessary for the use and enjoyment of the property as a residential property.

(c) No open fires shall be permitted upon any part of the property and all chimneys must be covered with spark screens.

(d) A sanitary disposal system shall be erected and maintained upon said lot in accordance with the Sanitary Code of both Clarke County and the State of Virginia.

(e) No signs, billboards or advertising of any nature shall be placed or maintained upon said lot except such directional signs as Owner shall place thereon.

3. Minimum building restrictions. No dwelling shall be erected on said lot to cost less than \$3,500 based on the Revised Wholesale Price Index for Building Materials (1947 - 1949 = 100) as of April, 1960, published by the U.S. Department of Labor, Bureau of Labor Statistics. Said minimum cost shall be scaled up or down in accordance with the change in said Index between April, 1960 and the month immediately preceding the date of beginning construction of such dwelling house.

4. Roads. Prior to acceptance by the State, if Owner shall elect to dedicate the roads shown on the plat to the State, road maintenance shall be prorated between the property owner upon a basis fixed annually by Owner but in no event shall such road maintenance charge exceed \$5.00 per year per lot.

WITNESS the following signature and seal:

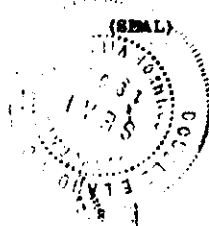
DOUBLE E LAND & CATTLE CO.

By: Kenneth M. Endicott
President



Attest:

Frank A. Egan
Secretary



STATE OF VIRGINIA

COUNTY OF Handson to-wit:

I, a Notary Public in and for the State and County aforesaid, do hereby certify that this day personally appeared before me in my said State and County Kenneth M. Endicott, President of Double E Land & Cattle Co., whose name is signed to the affixed deed dated this 6th day of August, 1960, and acknowledged the same.

WITNESS my hand and seal this 6th day of August, 1960

Anne C. Colby
Notary Public

My commission expires: July 9, 1963