

ACKNOWLEDGMENT OF GRANTOR

State of Virginia, County of Patrick, to wit:
 I, Juanita C. Plybon, a Notary Public for the
County aforesaid, in the State of Virginia, do certify that
Kenneth L. Plybon Wallis A. Smith
Lura T. Plybon Ella Marie M. Smith
 whose name
 signed to the writing above bearing date on the 20th day of April,
 1991, have acknowledged the same before me in my county
 aforesaid.

Given under my hand this 20th day of April 1991.

Juanita C. Plybon
 Notary Public

My Commission expires Sept 13, 1991.

Lawson Estate

VIRGINIA--Patrick County, To-wit:

In the clerk's office of Patrick Circuit Court, the 9th
 day of May, 1991, this Easement was presented with the certifi-
 cate annexed, admitted to record at 3:04 o'clock p. m.

TESTE:

Susan C. Gray, Clerk

(728)

STATEMENT OF COVENANTS
 FOR
 LAWSON ESTATES

Owned by Kenneth L. Plybon, Lura T. Plybon,
 Wallis A. Smith, and Ella Marie M. Smith

Ver. & Del:
 Arthur A.
 Anthony, III
 Stuart, VA
 5/16/91

DESCRIPTION OF PROPERTY COVERED

Kenneth L. Plybon and Lura T. Plybon, and Wallis A. Smith and
 Ella Marie M. Smith, hereinafter referred to as "Developers", are
 the fee simple owners of certain lots designated as 6-23 inclusive
 (excepting Lot 15A) on a Plat of Survey entitled, "LAWSON ESTATES",
 prepared by Phillip H. Mundy, dated March 11, 1991, and to be
 recorded in the current Plat Book of the Clerk's Office of the
 Circuit Court of Patrick County, Virginia, which is part of the
 same property which was conveyed to them by deed of Henry Reuben
 Lawson and others, dated December 8, 1990, and recorded in the
 Clerk's Office of the Circuit Court of Patrick County, Virginia, in
 Deed Book 279, at page 537.

See Plat Book
 20, Page 215

ROADS

The roadway shown on the said Plat leading northward into the
 property from State Route No. 705 shall remain the property of the
 land owners joining the same with the center of the said roadway
 being the property line between the said lots. Nothing contained
 in this Statement of Covenant, nor the recordation of the aforesaid
 Plat or any subsequent plats shall be construed as the dedication
 of such road for public use, nor shall it be construed as an
 easement of use of the said road by any parties other than the
 owners of the Lots 6-23 (but not Lot 15A) shown on the said Plat.

OWNERS ASSOCIATION

The Lawson Estates Owners Association, herein referred to as
 the "Association", to be organized and operated by owners of the
 subject property, including Developers, shall, in addition to other
 duties that they may elect to assume, operate and maintain any
 roadways developed within the subject property. The owner of any
 of the subject property shall automatically become a member of the
 Association, when it is organized, upon the recordation of the deed
 to him or her of any of the subject property. At the acceptance
 and recordation of such conveyance, the owner or owners, agrees to
 be bound by the By-Laws of the Association as may be promulgated by
 the Association, including the payment of charges or levies as may
 be properly made by the Association.

The Association shall have the right to fix annual assessments against each owner and to specify the due date for such assessment. In the event that the assessment is not paid within 30 days after the due date such assessments shall be deemed in default and shall share their interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner or owner's persons obligated to pay such assessment, and/or may file a lien on the property in the Clerk's Office. No owner may waive or otherwise escape liability for the assessments by non-use of the road or abandonment of his or her or their lot.

Until such time as the Association changes it, the fees for maintenance of the roadway shall be \$75.00 per year to be charged to each owner of property in this subdivision, which shall be paid on June 28, 1991, and each June 28th thereafter.

COVENANTS, RESTRICTIONS, AND RESERVATIONS

1. RESIDENTIAL USE. The subject property, or any portions thereof, shall be used for residential purposes only, except that nothing herein shall be construed as preventing property owners from conducting a commercial business out of their home, if such business does not substantially increase the travel and usage of the aforesaid road. In case of any dispute as to whether the operation of the commercial business out of the home increases the use of the road, the Association shall determine what limitations, if any, shall be placed on such commercial operations, or what increased assessment should be made for maintenance of the road.

2. BUILDINGS AND IMPROVEMENTS. No house or other storage buildings shall be constructed or placed within 20 feet of the property line, nor shall they be placed closer than 35 feet from the center line of the aforesaid roadway. Nothing shall be construed in this paragraph as preventing the construction of a fence on or near the property line of individual lots. No abandoned vehicles or buses may be used as a residence, nor shall any other building or structure be used as a residence, unless it is approved by the Health Department and/or Building Inspector of Patrick County, Virginia.

3. RESERVED EASEMENTS. The Developers, for themselves and for the property Owners Association, reserve unto themselves, their successors, and assigns (including the subsequent owners of all the lots shown on the said Plat), a permanent easement 30 feet in width, 15 feet on either side of the center of the said roadway, for the purposes of a roadway for ingress and egress to the respective properties shown on the aforesaid Plat, and further an additional 5 foot easement for maintenance of ditch line on either side of the 30 foot easement, for a total of 40 feet. There is further reserved a 20 foot public utility easement on either side of the aforesaid 30 foot roadway easement, for the purposes of constructing, repairing, and maintaining power, telephone, cable, and other utility lines into the respective lots shown on the Plat.

The Developers further reserve reasonable easements for the drainage for the said roadway, which drainage easements are indicated on the said Plat.

No owner of any tract of land shall interfere with the natural drainage of surface water from their tracts to the detriment of any other property owner.

4. ROAD RESTRICTIONS.

a. The roadway into the property shall not be used for recreational riding by any motorized vehicle including mopeds, 4-wheelers, 3-wheelers, motorcycles, etc.

b. No travel on the roadway shall be faster than 15 miles per hour.

c. The roadway shall not be used for parking or storage of any thing whatsoever.

5. NUISANCE. No nuisance including noises of animals or pets or other animals shall be maintained on any of the tracts of land, nor shall any activity be conducted on any tract which shall become an annoyance to the neighborhood. Each tract shall be maintained in good repair and in an orderly fashion and, in the event of a violation of this covenant, the Developers, or the Association, may at their option, in addition to whatever other remedies they may possess, clean or maintain such property and charge such owner for the maintenance and repair. Cleaning and maintaining the property to be charged to the owner shall not include the cleaning and clearing of vegetation but shall be restricted to the cleaning and removing of junked vehicles, trash and debris.

6. ANIMALS. Animals in the subdivision shall not be restricted until they become a nuisance, as determined by the Association.

7. INVALIDATION. The invalidation of any of the above provisions by judgement or other Court order shall not effect the validity of any other remaining provisions.

8. APPLICABILITY AND DURATION. The covenants, restrictions and reservations shall apply to all tracts within the subject property sold by Developers and shall not apply to any other lots or tracts shown on the Plat unless otherwise specified.

The above covenants, restrictions and reservations shall be covenants running with the land, shall be binding upon all owners of lots or tracts in the subject property, their heirs and assigns, shall inure to the benefit of all the property owners of any portion of the subject property, and shall be enforceable through due process of law by the Developers, the Association and each tract owner. Such covenants, restrictions, and reservations shall continue in perpetuity unless amended or abolished by a written agreement signed by two-thirds of the tract owners and by a resolution duly adopted by Board of Directors of the Association.

WITNESS the following signatures and seals.

Wallis A. Smith (SEAL)
WALLIS A. SMITH

Ellie Marie M. Smith (SEAL)
ELLA MARIE M. SMITH

Kenneth L. Plybon (SEAL)
KENNETH L. PLYBON

Lura T. Plybon (SEAL)
LURA T. PLYBON

STATE OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that WALLIS A. SMITH and ELLA MARIE M. SMITH, whose names are signed to the foregoing deed, bearing date on the 20th day of April, 1991, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of April, 1991.

Juanita C. Plybon
Notary Public

My commission expires:
Sept. 13, 1991

STATE OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that KENNETH L. PLYBON and LURA T. PLYBON, whose names are signed to the foregoing deed, bearing date on the 20th day of April, 1991, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of April, 1991.

Juanita C. Plybon
Notary Public

My commission expires:

Sept. 13, 1991

VIRGINIA--Patrick County, To-wit:

In the clerk's office of Patrick Circuit Court, the 9th day of May, 1991, this Statement of Covenants was presented with the certificate annexed, admitted to record at 3:10 o'clock p. m.

TESTE:

Susan C. Gray, Clerk