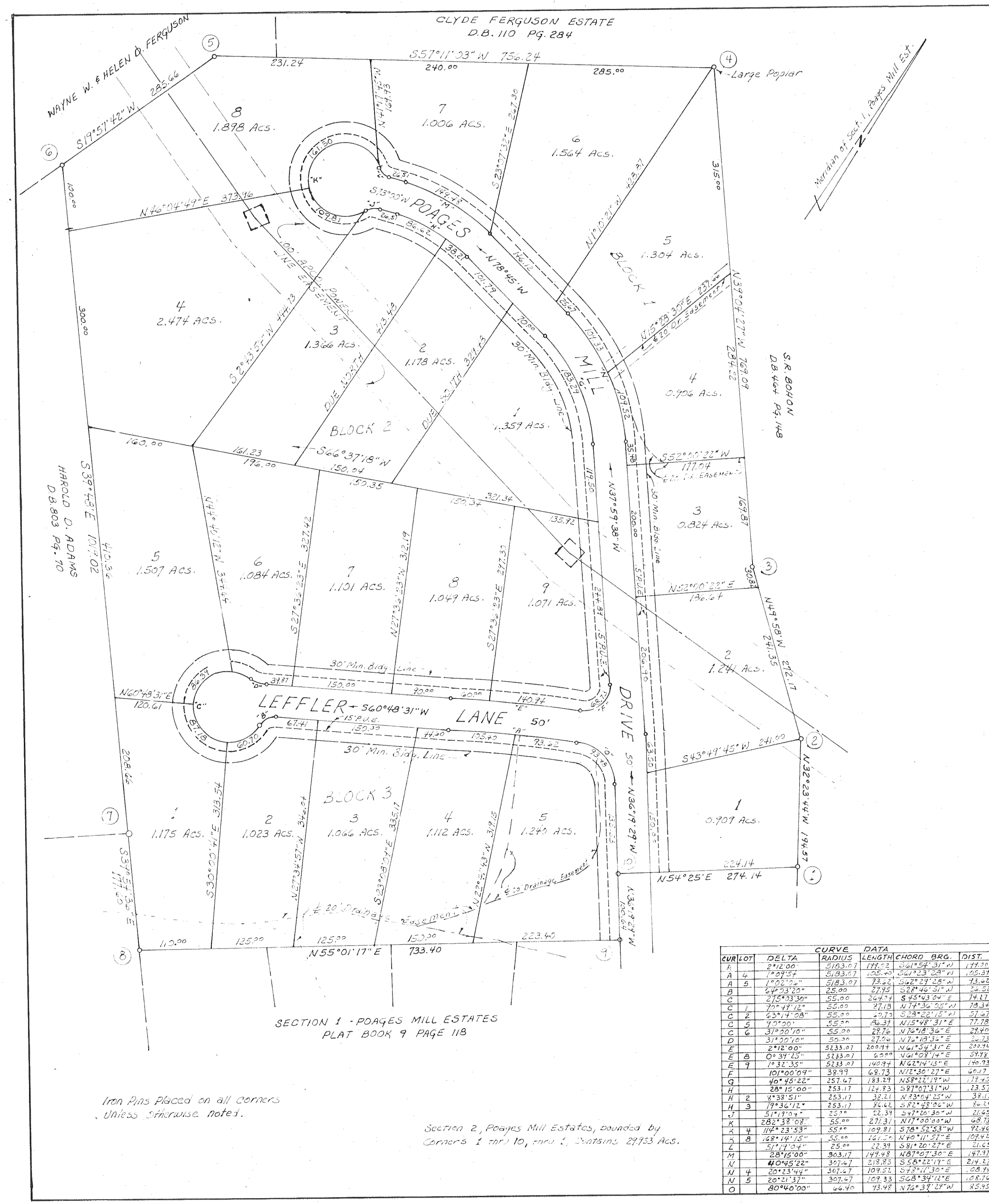




Know all men by these presents to wit
Poages Mill Estates Incorporated is the fee simple owner of the tract of land shown hereon bounded by corners 1 through 10, inclusive, subdivided into lots as shown hereon and known as Section No. 2, Poages Mill Estates, and being part of the land conveyed to said owner by deed recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia in Deed Book 1076, page 723, subject only to the deed of trust recorded in Deed Book 1076, page 726 in said Clerk's Office.

The said owner hereby certifies that it has subdivided this land into lots as shown hereon entirely with its own free will and accord.

The owner of the subdivision, as a condition precedent to the approval of the final plat and subdivision and the acceptance of the dedication of the streets and alleys shown thereon by the Board of Supervisors, does on its own behalf and for and on account of its heirs, successors, devisees and assigns, specifically releases the County from any and all claims for damages which such owner, or its heirs, successors, devisees and assigns may or might have against the County by reason of establishing proper grade lines on and along such streets and alleys as shown on the plat of the land subdivided or such changed streets or alleys as may be agreed upon in the future, and by reason of doing necessary grading, cutting or filling for the purpose of placing such streets and alleys upon the proper grade as may from time to time be established by the County and the County shall not be required to construct any retaining wall or walls along the streets and alleys and property lines thereof.

The trustee and beneficiaries of the aforesaid deed of trust are signing this map for the sole purpose of releasing the streets shown hereon from said deed of trust.

Poages Mill Estates, Incorporated
By _____
Aubrey G. Nichols - President

Levi C. Leffler - Beneficiary

Marion S. Leffler - Beneficiary

Allen Lee Leffler - Trustee

State of Virginia
County of Roanoke
I, _____, a notary public in and for the aforesaid County and State do hereby certify that Aubrey G. Nichols, Levi C. Leffler, Marion S. Leffler, and Allen Lee Leffler, whose names as such are signed to the foregoing writing dated _____, 1978, have personally appeared before me in my jurisdiction and acknowledged the same on this _____ day of _____, 1978.
My Commission Expires _____

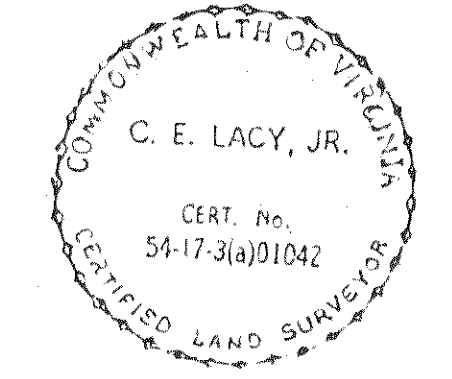
Notary Public

COVENANTS AND RESTRICTIONS
Poages Mill Estates, Inc. does of its own free will impose the following covenants and restrictions as to the use of the following property as shown on this Map of Section No. 2, Poages Mill Estates, for the protection of all lot owners and residents within said subdivision.

1. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by an officer of Poages Mill Estates, Inc., or its authorized agent as to quality and workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. If any building has been completely erected on any lot in said subdivision, and consent has not been obtained as above required, and no objection has been raised, then all rights on behalf of the Corporation raising any objection shall be considered waived.
2. Land use and Building type. No structure shall be erected on any individual tract other than private, single-family dwelling, with accessory buildings. No facilities shall be built or used for the purpose of renting, nor shall the use of any mobile home as a permanent or temporary residence be permitted on any tract.
3. Temporary Structure. No temporary house, trailer, tent, garage, or other outbuildings shall be placed or erected on any lot, provided, however, that the subdivider may grant permission for any such temporary structures for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
4. Sewage System. No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwasher, toilets or sewage disposal systems shall be connected to a septic or sewage system constructed by the lot owner and approved by the appropriate governmental authority.
5. Minimum Floor Areas. No dwelling shall be erected on any lot shown on Map Poages Mill Estates, Section No. 2, having a minimum enclosed livable floor area less than the following:
The principal residence shall have a minimum of fifteen hundred (1500) square feet of usable floor space, excluding basements, garages, porches, storage rooms, breezeways and terraces. Where principal residence to be erected on a lot is to be a multi-story dwelling, it shall contain a minimum of one thousand eight hundred (1800) square feet of usable floor space with the hereinabove exclusion as to garage, etc. to apply.
6. Treatment of Foundation. No exposed concrete, cinder or concrete masonry foundations shall extend above finished grade.
7. Utility Lines. All additional electric, telephone or other service lines shall be run below ground. No additional overhead lines shall be permitted for any purpose.
8. Fencing and Walls. No fencing or walls shall be erected on any lot unless first approved by an officer of Poages Mill Estates, Inc. or its authorized agent. If any wall has been completely erected on any lot in said subdivision, and consent has not been obtained as above required, and no objection has been raised, then all rights on behalf of the Corporation raising any objection shall be considered waived.
9. Animals. No cattle, sheep, goats, poultry or other animals shall be kept on any lot. This does not apply to household pets.
10. Use of Property. No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.
11. Lot Subdivision. No single lot may be subdivided by any owner so as to create two or more building sites from the original as shown on this Map of Poages Mill Estates, Section No. 2. Land may be conveyed to adjacent property owners for purposes of adjustment.
12. Modifications. Poages Mill Estates, Inc. reserves the right to modify, revoke, alter or amend any one or all of these restrictions and conditions.
13. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions either to restrain violation or to recover damages.
14. Severability of Restrictions. Should any restriction or condition herein contained or any sentence or clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto, and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws, or regulations of a federal, state or local agency, the latter shall prevail.

MAP OF SECTION NO. 2
POAGES MILL ESTATES
PROPERTY OF
POAGES MILL ESTATES INCORPORATED
ROANOKE COUNTY VIRGINIA
WINDSOR HILLS MAGISTERIAL DISTRICT
SCALE: 1"=100' OCT 18, 1978
C.E. LACY, JR.
CERTIFIED LAND SURVEYOR

Approved _____ 11-17-78
Secretary, Roanoke County Planning Commission date
Approved _____ 10-19-1978
Agent, Roanoke City Planning Commission date
Approved _____ 11-20-78
Roanoke City Engineer date



In the Clerk's Office for the Circuit Court of Roanoke County, Virginia, this map was presented and with the certificate of acknowledgement, thereto annexed, admitted to record at _____ O'Clock _____ M. on this _____ day of _____, 1978.

Teste: _____ Clerk
I hereby certify this plat to be correct to the best of my knowledge.

C.E. Lacy, Jr.