

The grantor is reserving the remainder of Lot No. 19 for the placement of a well, and the grantees herein shall have the right to use the remainder of Lot 19 for lawn and garden purposes, but shall not be inconsistent with the present or future use for the water system and wells to be installed on said portion.

SUBJECT, HOWEVER, to a 40 foot building set back along that area adjacent to Deer Creek Drive. Included with this 40 foot building set back line is a 20 foot public utility easement.

SUBJECT, ALSO, to the following restrictions which are made covenants running with the land for a period of 20 years from October 30, 1974.

1. No lot shall be used for other than residential purposes and only one residence is permitted on any one lot.
 2. No structure of a temporary character such as a basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.
 3. No residence shall be of less than 1,000 square feet finished floor space (enclosed porches, basements, and garages included at 50% credit) and every residence must be completed within 12 months from the time the construction is started. No residence shall be closer to the side lot lines than 10 feet, nor to the front lot (highway frontage or common drive) than 40 feet, nor shall any residence be constructed closer to the water front than 50 feet except by special permission of the developer. All structures are to be of quality materials and professional workmanship. No trailers or mobile homes permitted.
 4. No hogs, sheep, poultry, or goats shall be kept on any of the premises, nor shall anything be done or permitted which may be or become a nuisance.
 5. No lot may be used as a dumping ground for rubbish, trash, or garbage, and all waste, garbage, or trash shall be kept in sanitary containers, no automobile or motor vehicle shall be kept on the premises unless the same carries a current valid state inspection certificate, the purpose being prohibition of junk cars or parts.
- TOGETHER, with a perpetual, exclusive easement to the grantee, his heirs and assigns over that portion of the land adjoining the land hereby conveyed to the waters and in the waters of Smith Mountain Lake, regardless of the water level, as the same may rise and fall from time to time, and to have, exercise, hold and use the said portion between the property hereby conveyed to the waters and in the adjoining waters of Smith Mountain Lake for any purposes.

TO HAVE AND TO HOLD unto the parties of the second part as tenants by the entirety, with the right of survivorship, as at common law, forever in fee simple.

This conveyance is made subject to all easements, restrictions, and conditions affecting the property herein conveyed.

WHEREAS, by a certain deed of trust dated November 4, 1974,

Deer Creek Estates, Inc. conveyed unto Ralph B. Rhodes and Bruce E. Welch, Trustees, either or both of whom may act, the property hereinabove described inter alia, in trust to secure Walter E.

Travers and Kathleen W. Travers, the payment of a certain promissory note, and payable as therein set out; said deed of trust to be found of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia; and,

WHEREAS, the party of the first part has requested a release from the lien of the said deed of trust in so far as it affects the property conveyed by this deed, and Walter E. Travers and Kathleen W. Travers, the owners and holders of the note secured by the said deed of trust, have expressed their willingness to release the property hereinabove described from the lien of the aforesaid deed of trust, and unite herein for that purpose:

NOW, THEREFORE, IN CONSIDERATION of the premises and the sum of FIVE (\$5.00) DOLLARS, cash in hand paid to the party of the first part, receipt whereof is hereby acknowledged, the party of the third part, by and with the consent of the parties of the fourth part, doth hereby grant, quit-claim, release and convey unto the parties of the second part, and the parties of the fourth part, the owners and holders of the note secured by the deed of trust aforesaid, in consideration of the premises, unite herein and do hereby release the lien of the aforesaid deed of trust in so far as it affects the property conveyed by this deed.

IT IS EXPRESSLY UNDERSTOOD and agreed that the release of the above described property from the liens of the above deeds of trust shall not, in any wise, affect the lien of the deed of trust as aforesaid mentioned upon the other property hereby conveyed and not released hereby.

WITNESS the following signatures and seals:

DEER CREEK ESTATES, INC.

By Walter E. Travers
Walter E. Travers, President

Attest:

Kathleen W. Travers
Kathleen W. Travers, Secretary

Ralph B. Rhodes (SEAL)
Ralph B. Rhodes, Acting Trustee

Walter E. Travers (SEAL)
Walter E. Travers

Kathleen W. Travers (SEAL)
Kathleen W. Travers

STATE OF VIRGINIA

COUNTY OF FRANKLIN, to-wit:

I, Nancy A. Baran, a Notary Public of and
for the County of Franklin, in the State of Virginia, hereby certify
that Walter E. Travers, President, and Kathleen W. Travers, Secre-
tary of Deer Creek Estates; Ralph B. Rhodes, Acting Trustee, and
Walter E. Travers and Kathleen W. Travers, whose names are signed
to the foregoing deed bearing date on the 4th day of August, 1975,
have each this day personally appeared before me in my State and
County aforesaid and acknowledged the same.

Given under my hand this 12th day of August, 1975.

My commission expires November 13, 1978.

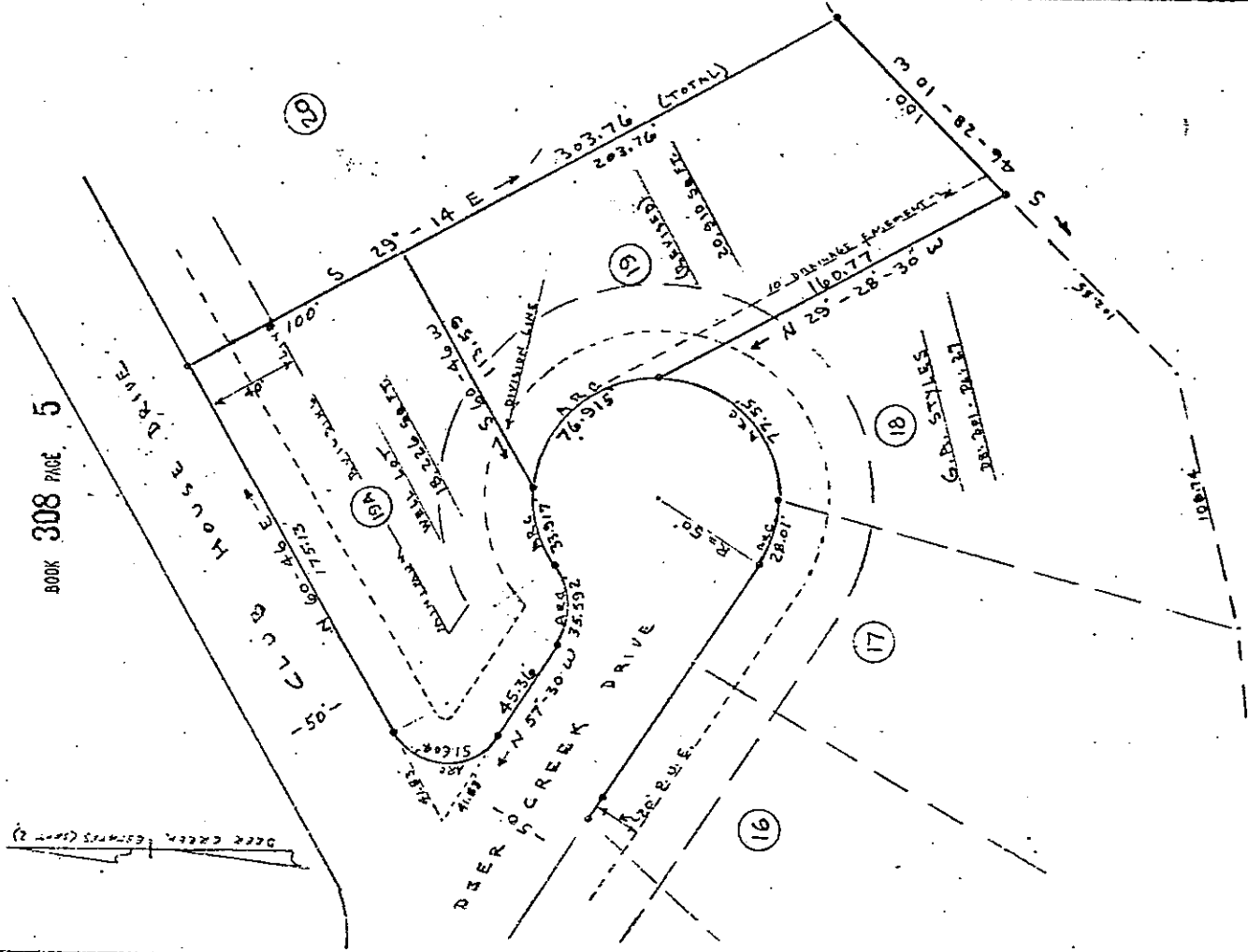
Nancy A. Baran
Notary Public.

In the Clerk's Office of the Circuit Court of Franklin County, Virginia, this instrument is admitted
to record on the 13 day of August, 1975, at 8:55 A. M. and with
the certificate of acknowledgment thereto annexed. The taxes imposed by Sec. 58-54 and
Sec. 58-54.1 of the Code of Virginia, in the amount of \$ 7.00 have been paid.

Teste: Nancy A. Baran Clerk

0007 6-91 1000

BOOK 308 PAGE 5



NOTE: SHOWN HEREON IS A DIVISION OF LOT #19
OF SECTION 2 OF DEER CREEK ESTATES SUBDIVISION,
A PLAT OF WHICH IS RECORDED IN PLAT BK. 5, AT
PAGE 178, FRANKLIN COUNTY CLERK'S OFFICE AND TO
WHICH REFERENCE IS HEREBY MADE.



DATE 7-30-1975	DEER CREEK ESTATES	DUDLEY & ZEH
SCALE 1" = 50'	Division of Lot #19 - Section 2	Certified Land Surveyors (Va. & N.C.)
LEGAL REF.	GILLS CREEK DISTRICT	Independence, Va. 24348
	FRANKLIN CO., VIRGINIA	Rocky Mount, Va. 24151
		Ph. 773-8452 or 483-7495