

GRACE FURNACE RESTRICTIONS AND PROTECTIVE COVENANTS 0406172

WHEREAS, TLG Holdings, LLC, has subdivided that certain tract of land on Route 704 and Route 615, in the Fincastle Magisterial District, Botetourt County, Virginia, and as further shown on plat of survey prepared by Vess Surveying, Inc., dated May 21, 2004, revised July 29, 2004, revised August 13, 2004, and revised August 25, 2004, recorded in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, in Plat Book 31, at Page 73, and intends to sell the parcels therein subject to certain protective restrictions and covenants and in order to insure the most beneficial development of said tract and to insure the value and enjoyment thereof.

NOW, THEREFORE, TLG Holdings, LLC, (hereinafter referred to as "Owner/Developer") hereby establishes the following restrictions, conditions, limitations, reservations and covenants hereby imposed on said tracts, which shall run with the land and shall be binding upon the Owner/Developer, its agents, heirs, legal representatives, successors and assigns:

1. No structures shall be erected on any individual parcels shown hereon other than single family dwellings with appropriate accessory buildings, which could include a barn appropriate for size of parcel. Dwellings shall contain a minimum of 1,200 square feet of living area, excluding any basement area, garages, porches, breezeways or patios and shall be completed within one year from date of commencement of construction. All roof pitches on any new structure shall be a minimum of 6/12. No single wide or doublewide mobile homes, temporary or portable housing, or trailers will be allowed.
2. Parcels may be used only for residential, recreational, and agricultural purposes.
3. The real property shall not be subdivided into parcels of less than 10 acres.
4. In no event shall any parcel be used for commercial poultry, swine and/or goat operations. It shall be the responsibility of any parcel owner to fence in permitted animals. Any parcel owner who keeps or allows others to keep livestock on his parcel shall ensure that other parcels

are not adversely affected or damaged by any animal, animal wastes, odor or the natural ground cover in such a manner that affects the natural flow of water for such parcel.

5. It shall be the responsibility of each individual lot owner to prevent the development of any unclean, unsightly, or unkempt condition of the buildings or grounds of such tracts, which shall tend to substantially decrease the beauty of the neighborhood as a whole. The real property shall remain free of trash, debris, junk, and or other material. Recreational vehicles, unlicensed vehicles, inoperable vehicle or parts, shall be housed in a garage or accessory building.

6. No structures, use or condition shall be permitted on any lot which constitutes a nuisance to the neighborhood.

7. Each owner shall provide receptacles for garbage and trash in an area not visible to others. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waster. Burning of household waste or trash is expressly prohibited. No incinerator or other structures for the burning of trash and garbage shall be constructed or maintained on any of the tracts.

8. Purchaser shall be responsible to insure that their use of the property does not cause any damage to the water quality and/or integrity of stream beds and wet weather creek beds of the property and adjoining or nearby properties.

9. Utility easements are reserved thirty (30) feet in width along the front and rear lines, fifteen (15) feet in width along side lines of each tract for all utilities for the benefit of the other tracts.

10. The above restrictions shall apply to the above described property and no other unless Grantor specifically makes such restrictions applicable to other property.

11. These restrictions are to run with the land and be binding on all parties and all persons claiming under them. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violations or to

recover damages. These covenants shall run with the real property, and be effective against any and all successors and assigns. Should any legal action be initiated to enforce these covenants, the breaching party shall be liable for all costs, including attorney fees.

12. Should any covenant or restriction herein contained or any sentence clause, phrase, or term of the instrument be declared 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 way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

TLG Holdings, LLC

By J. Allen Martin
Its manager

Washington
STATE OF District of Columbia
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this 9th day of September, 2004, by J. Allen Martin, of TLG Holdings, LLC, by its Manager on behalf of said company.

Jacqueline H. Biggs
Notary Public

My commission expires: October 14, 2006

Jacqueline H. Biggs
Notary Public, District of Columbia
My Commission Expires 10-14-2006

