

The above Subdivision designated on the accompanying plat as "Pleasant Hill Acres Subdivision East - Section 3", is a portion of the land belonging to Pleasant Hill Developers, Inc., a corporation, situated in the southwestern section of the City of Harrisonburg, which was acquired by Pleasant Hill Developers, Inc from Emery B. Heatwole and Ruby M. Heatwole, husband and wife, by deed dated May 3, 1966, which said deed is duly of record in the Clerk's Office of Rockingham County, Virginia, in Deed Book 339, page 630, and is subdivided with the free consent of and in accordance with the desires of Pleasant Hill Developers, Inc. the owners and proprietors thereof, and is to be recorded in the Clerk's Office aforesaid to effect a statutory dedication to public use of all the streets shown on said plat, and the land herein subdivided is subject to the following covenants and restrictions which shall run with the land and shall apply to each lot in said Subdivision.

1) That said lot shall be used for residential purposes and for no other purpose. No trailer, tent, garage or other outbuilding that may be placed, or constructed upon said lot and used as a residence temporary or permanent, shall constitute compliance with the covenants contained that said lot shall be used for residential purposes.

2) That only one dwelling may be constructed upon said lot, and the dwelling constructed shall be a single family dwelling only.

3) That no residence shall be constructed upon said lot of less value at cost of construction than Twenty Thousand Dollars (\$20,000.00).

4) The main ground floor area of any dwelling, exclusive of porches, garages and breezeways shall not be less than twelve hundred fifty (1250) square feet for a one story single family dwelling; nor less than eight hundred fifty (850) square feet for a dwelling of more than one story.

5) No dwelling shall be erected or placed on any lot which has an exterior construction of stucco or concrete block aggregate, basement and foundation walls excepted, and no cinder-block shall be exposed in the foundation.

6) The invalidation of any of the foregoing covenants by a Court of competent jurisdiction shall not operate to invalidate any other of the said covenants.

7) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover

damages, or both. One or more owners in the subdivision shall be a proper party to institute such proceedings.

IN WITNESS WHEREOF, Pleasant Hill Developers, Inc. has caused its name to be executed hereto by Burness C. Clemmer, its President, and under its corporate seal duly affixed and attested by A. L. Clemmer, its Secretary, all by due authority of the corporation.

PLEASANT HILL DEVELOPERS, INC.

ATTEST:

BY

President

Secretary

(SEAL)

The aforesaid land together with the other real estate was encumbered by the owner by a deed of trust executed by it to K. C. Moore and Richard A. Jackson, Trustees, dated May 3, 1966, and duly of record in said Clerk's Office in Deed Book 339, page 638, to secure Emery B. Heatwole and Ruby M. Heatwole, the payment of bonds totalling \$137,500.00, which is more particularly set forth in the said deed of trust, reference to which is hereby made, and the owner having requested a release of the lien of said deed of trust on the streets as shown on said plat, whether designated as Street, Avenue or Road, and the beneficiaries thereunder having agreed so to do,

NOW THEREFORE, the said K. C. Moore and Richard A. Jackson, Trustees, in consideration thereof and the further consideration of ONE DOLLAR (\$1.00) to them in hand paid at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, and with the consent of the bondholders secured under said deed of trust evidenced by their signing and sealing this instrument, do hereby grant, release and confirm unto the said Pleasant Hill Developers, Inc., the streets as shown on said plat, whether designated as Street, Avenue or Road, fully acquit and discharged of the lien of said deed of trust.

And, the said Emery B. Heatwole and Ruby M. Heatwole, the beneficiaries under said deed of trust, do hereby grant, release and discharge unto the said Pleasant Hill Developers, Inc. the streets as shown on said plat, whether designated as Street, Avenue or Road, free and clear of the lien of said deed of trust, and consent to the dedication thereof for public use. It being understood that the release of the streets as shown on said plat shall in no wise affect the liens on the lots shown on said plat, or on the other real estate covered by said liens, but the same

shall remain firm and stable.

WITNESS the following signatures and seals this 23rd day of June, 1971.

K. C. Moore, Trustee (SEAL) ✓
K. C. Moore, Trustee

Richard A. Jackson, Trustee (SEAL) ✓
Richard A. Jackson, Trustee

Emery B. Heatwole (SEAL) ✓
Emery B. Heatwole

Ruby M. Heatwole (SEAL) ✓
Ruby M. Heatwole

LAW OFFICES
MOORE, JACKSON
& GRAVES

STATE OF VIRGINIA

COUNTY OF AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of June, 1971, by Burness C. Clemmer, President of Pleasant Hill Developers, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires July 3-1974.

R. C. Fitchburg
Notary Public

STATE OF VIRGINIA

COUNTY OF ROCKINGHAM, to-wit:

The foregoing instrument was acknowledged before me this 28th day of June, 1971, by K. C. Moore and Richard A. Jackson, Trustees, and Emery B. Heatwole and Ruby M. Heatwole, husband and wife.

My commission expires 4/1/75.

Nellie K. Shearn
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County. The foregoing instrument was this day presented in the office aforesaid, and is, together with the certificate of acknowledgment annexed, admitted to record this 28th day of June, 19 71, at 12:22 P. M. I certify that taxes were paid when applicable: Section 58-54-\$, Section 58-54.1-\$.

TESTE George W. Kemper Clerk.

EXAMINED

JUL 28 1971

Del. H. Hunter
Norvell A. Lapsley
M. Norman

THIS DEED OF TRUST, made and entered into this 25th day of June, 1971, by and between CHARLES LEE BREEDEN and BRENDA K. BREEDEN, husband and wife, parties of the first part, and NORVELL A. LAPSLEY and NORMAN V. FITZWATER, both of Rockingham County, Virginia, TRUSTEES, either or both of whom may act, parties of the second part.

W I T N E S S E T H :