

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made and executed this 11th day of May, 2004 by WINDSOR DEVELOPMENT, L.P., a Virginia Limited Partnership (the "Declarant").

W I T N E S S E T H

WHEREAS, the Declarant is the fee simple owner of all those certain lots and remaining 30.328-acre land in Windsor Estates, Phase I Subdivision, Town of Christiansburg Riner Magisterial District, Montgomery County, Virginia, as shown on a plat made by Balzer and Associates, Inc. dated October 16, 2003 and recorded in the Clerk's Office, Circuit Court, Montgomery County, Virginia in Plat Book 24, page 270-272, and desires to develop thereon a residential community.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of any facilities, and to this end, desires to subject the Property to the covenants, easements, charges and liens (hereinafter referred to collectively as the "Covenants") as hereinafter set forth for the benefit of the Property and each owner thereof;

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which will be delegated and assigned the powers of administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, the Declarant will incorporate under the laws of the Commonwealth of Virginia, as a non-profit corporation, the Windsor Estates Homeowners Association, its successors and assigns.

WHEREAS, the Declarant desires that these covenants shall run with, burden, and bind the Property;

NOW THEREFORE, the Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants hereinafter set forth, for and during the period of time hereinafter specified.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration, or any supplement and/or amendment hereto, (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Windsor Estates Homeowners Association, its successors and assigns.

(b) "Builder" shall mean and refer to the record owners (other than the Declarant) whether one or more persons or entities, of the fee simple title to one or more lots for the purpose of development and resale thereof.

(c) "Common Area" shall mean and refer to those areas as shown and designated on the recorded plats (including; but not limited to, stormwater management areas, trails, sign easements, and open space) to be maintained by the Windsor Estates Homeowners Association.

(d) "Declarant" shall mean and refer to Windsor Development, L.P., a Virginia Limited Partnership.

(e) "Declaration" shall mean and refer to this Declaration of Covenants applicable to the Property recorded or to be recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia.

(f) "Lot" shall mean and refer to any plot of land intended and subdivided as the site of a detached single family residence shown upon the recorded subdivision plats of the Property. This specifically includes future phases of Windsor Estates to be subdivided and recorded as shown on the plat as remainder 30.328 acre.

(g) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article II, Section I of this Declaration.

(h) "Open Space" shall mean and refer to the area as indicated on the recorded Plat or future Plats and constructed in accordance with the approved subdivision construction plans designed and designated as open space for Windsor Estates.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any Builder or mortgagee or holder who has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(j) "Plat" shall mean and refer to the plat entitled, "Subdivision Plat of Windsor Estates, Phase I" by Balzer and Associates, Inc. dated October 16, 2003 and recorded in the Clerk's Office, Circuit Court, Montgomery County, Virginia in Plat Book 24, page 270-272 and any subsequent Plats of future phases of Windsor Estates and of the remainder 30.328 acres as shown on the above referenced plat.

(k) "Property" shall mean and refer to the real property described as Windsor Estates, Phase I and the remainder 30.328 acres.

(l) "Restrictions" shall mean and refer to any restrictions affecting the Property or any portion thereof imposed by duly recorded instrument.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, except a Builder shall be a Member of the Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member, unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have one (1) class of voting membership:

Members shall be all Lot Owners (with the exception of any Builder) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot all persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description. The real property subject to this Declaration is the Property as shown on the Plat as previously defined.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for itself and its successors and assigns, and for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or other transfer document therefore whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree, to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and operating and repair, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fees also shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to the Owner's successors in title (other than as a lien on the land) unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Areas and Open Space, for services and facilities devoted to this purpose and related to the use thereof, including but not

limited to, the payment of insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials for maintenance of the Common Areas and Open Space. The Association shall be responsible for and required to collect sufficient dues that at a minimum provide for payment of taxes on commonly held property and fund repairs/maintenance/ replacement of the facilities in common property.

Section 3. Types of Assessments.

(a) The Board of Directors shall impose an annual assessment on behalf of the Association which shall be at a rate determined by the Board of Directors. The Members owning each Lot shall be responsible for paying the assessments applicable to their Lot.

(b) The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year in an amount above or below the annual assessment set forth in Section 3(a), and may provide for the payment of such assessment on a quarterly basis, rather than in annual installments, if it deems desirable.

Section 4. Special Assessments for Capital Improvements and Operating Reserves. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each Lot) applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement located on the Common Areas and Open Space, including the necessary fixtures and personal property related thereto, for which a reserve fund does not exist or is not adequate provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of Members in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 of this Article IV shall be as follows: At the first meeting called, as provided in Section 4 of this Article IV, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of the votes. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments as to any Lot shall commence on the conveyance of such Lot from the Declarant or a Builder to an Owner and shall be due and payable thereafter on the first day of each calendar year thereafter unless the assessments are required by the Board of Directors to be paid quarterly, in which event they shall be due and payable thereafter on the first day of January, April, July and October. Commencing with any such conveyance, the new Owner shall be responsible for a pro rata portion of the annual assessment for the current year and such assessment may be collected at settlement by the Declarant or Builder and forwarded to the Association to the credit

of such Owner's account. The due date of any special assessment under Section 4 thereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. In the event of any change in the annual assessment as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid, or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If any assessment is not paid on the date when due (as specified in Sections 6 and 7 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot which shall bind such Lot and the then Owner, his heirs, devisees, personal representative, successors and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the assessments above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action. No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot by foreclosure of any first mortgage on the Lot, or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following portion of the Property subject to this Declaration shall be exempted from the assessments, charges and lien created herein: (1) all properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use; (2) all Lots owned by the Declarant or a Builder; and (3) the remaining 30.328 acres, until such time as it is subdivided and recorded as future phases of Windsor Estates; and (4) all properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the Commonwealth of Virginia, except any such property used for dwelling purposes.

Section 11. Refund. It shall be the duty of the Board of Directors to attempt to provide tax exempt status for the Association and favorable tax treatment of its assets, and to this end, it may be necessary for the Board of Directors to determine prior to the end of each fiscal year if the Association has collected during the course of the fiscal year an excess of revenues over expenses and required services and thereafter to refund said excess pro rata to the Lot Owners of record on December 1st of said fiscal year, the fiscal year being the calendar year, or Lot Owners of record thirty (30) days before the end of a non-calendar year, said refund to be made prior to the end of the fiscal year; provided, however, that in any event a depreciation reserve may be maintained equal to or less than allowable deductible depreciation for each fiscal year, and may be accumulated, it being the express intent of this paragraph to (1) maintain non-profit status, (2) avoid liability for federal income tax, and (3) refund Owners for any excess assessments. The above restriction shall not apply to special assessments for capital improvements in accordance with Section 4 of this Article IV.

ARTICLE V

RESTRICTIONS

Section 1. Nuisance. No noxious or offensive activity shall be carried on upon any portion of any Lot or Common Area, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 2. Architectural Control. No buildings, additions, outbuildings(ie. sheds, garages), retaining walls, endwalls, fences or other structures shall be erected, placed or altered, nor shall a building permit for such improvements be applied for on any Lot until the proposed plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drive and parking areas and the removal of live trees if any) and construction schedule shall have been approved by the Architectural Control Committee. Each lot is limited to one shed. Approval shall be granted or denied by the Architectural Control Committee based upon compliance with the provisions of this Declaration, the quality of materials, harmony of external design with surrounding structures, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from the surrounding property and Lots, and all other factors which in the opinion of the Architectural Control Committee will affect the desirability or suitability of the construction. The Architectural Control Committee reserves the right to approve or disapprove the exterior color scheme of any structure at the time written approval of the plans and specifications for same is given. This includes, but is not limited to; doors and shutters. Additionally, no sheets, flags, blankets, or tapestries may be hung from inside windows, especially in the front of the house. Approval must be given for awnings and to outside coverings of windows including, but not limited; roll shades or tarps. Any written-application for architectural approval addressed and mailed by certified or registered mail to any committee member to which no written response is received within thirty (30) days shall be deemed approved for the purposes hereof. The initial Architectural Control Committee shall be composed of Robert P. Fralin, 1714 Innsbrook Drive, Salem, Virginia 24153 who may designate a successor Architectural Control Committee. In the

event a successor committee is designated a majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after completion of construction of residences on all Lots, the then Owners of eighty percent (80%) of the Lots shall have the power through a duly recorded written instrument to create a committee consisting of not less than three (3) persons to assume the powers and duties hereby placed upon the initial Architectural Control Committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. Standards. All Lots shall be used for residential single-family purposes exclusively. The Architectural Control Committee shall be charged with the responsibility of enforcing the residential single-family concept. No Lot shall be subdivided, except that a lot may be subdivided providing each part is allotted to and combined with an adjoining lot. The use of a minor portion of a dwelling on a Lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the Lot and is not open and obvious to the public and is further approved by the Architectural Control Committee.

The ground floor of the main structure, exclusive of any basements, open porches, patios (enclosed or otherwise), breeze-ways, and garages, shall not be less than 1200 finished square feet for a one-story or bi-level (split foyer) dwelling, 900 finished square feet of living area on the main level for a one and one-half story dwelling, and not less than 850 finished square feet for the ground floor of a dwelling of two stories. A one-story dwelling must contain greater than 1200 square feet of finished space, a one and one-half story dwelling must contain greater than 1350 square feet of finished space, and a two-story dwelling must contain greater than 1700 square feet of finished space. Each residence shall have an enclosed garage for a minimum of one car. No carports shall be permitted.

The Architectural Control Committee shall be empowered to approve or disapprove any house plan pursuant to this paragraph. Model homes may be constructed after the proposed plans, specifications, exterior color, etc. for same have been approved by the Architectural Control Committee. Exterior finish materials must be brick veneer or comparable substitute approved by the Architectural Control Committee.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Lots, except that dogs, cats and other household pets may be kept in reasonable numbers provided they are not raised, bred or kept for commercial purposes and provided further there shall be no private dog kennels allowed even though not used for commercial purposes. There shall be no more than a total of two (2) cats or dogs per household for a period of more than eight (8) weeks. A third dog OR cat may be approved at the sole discretion of the Declarant or Association at their sole discretion. Said approval must be in writing prior to any additional dog or cat being kept on the property. No pot belly pigs will be permitted on the property. Any dog houses must be kept in the backyard only and no dogs may be chained or have lead lines anywhere on the property without being accompanied by their owner. Resident may invest in invisible fencing or build an approved fence in the backyard. Each lot owner shall be absolutely

liable to each and all remaining lot owners, their families, guest, invitees, and to the Association for any and all damage to person or property caused by any pet owned, kept or brought upon the lot by any Lot Owner or by members of his family, guests or invitees.

Section 5. Unsightly Conditions. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. Grass and landscaping must be maintained at all times. If any dwelling or outbuilding on any lot in the subdivision is destroyed in whole or in part by fire, windstorm or any other cause, the same must be rebuilt and/or all debris removed and the lot restored to a clean and orderly condition with due reasonable promptness, but in no event shall debris remain longer than three (3) months. Architectural statues or sculptures shall not be located within 20 feet of the frontage right-of-way line. Each lot will be limited to only one birdbath, two birdhouses, and one concrete sculpture. No railroad ties shall be used for landscaping or other exterior use. No ornamental figures shall be placed in front of the building line of any lot. Temporary holiday ornaments will be allowed, but must be taken down within three weeks of the holiday. No sofas, washer, refrigerators or any other inside furniture allowed anywhere outside. No gas or charcoal grills will be permitted in front of the house or on the front porch. No trash, rubbish, stored materials, wrecked, unlicensed, or inoperable vehicles, buses, delivery trucks, tractor trailers, truck larger than an average pick up truck, recreational vehicles, or other unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits or trash, rubbish and other such debris for pickup by trash removal service units. No garbage incinerators shall be permitted.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any lot except (a) one temporary sign not larger than nine (9) square feet for the purpose of advertising the Lot for sale or rent; (b) signs used by a builder or realtor to advertise the Lot during the construction and sales period; and (c) except as the overall development signs to be placed within designated sign easements on the Lots as shown on the recorded plats.

Section 7. Easements. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property, subject to these covenants and restrictions, the following easements and/or rights-of-way: (a) For the use and maintenance of drainage courses of all kinds designated on the subdivision plat as "Drainage Easements" (b) For maintenance and permanent stabilization control of slopes in areas adjacent to streets and road right-of-ways (c) Such additional easements as are required for the practical construction, operation and maintenance of any electrical, telephone, gas and television facilities. Such easements are to be granted upon request of the applicable utility or utilities.

Declarant has dedicated or will dedicate to the Town of Christiansburg and/or the appropriate utility company or companies rights-of-way and easement area for the installation and maintenance of public utilities over strips of land along side and rear property lines and along the front property lines of each lot as noted on the subdivision plat.

On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utility purposes shall be maintained continuously by the owner of each lot, but no structures, plantings, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow drainage channels in the easements, or which may damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

The lots in the subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

Section 8. Underground Service. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exterior radio or television transmission or receiving antennas shall be permitted. Satellite dishes no larger than 24" in diameter will be permitted to the rear of dwellings. No satellite dishes will be permitted on the front of any home, front yard, or exposed to plain public view.

Section 9. Vehicles, Mobile Homes. No mobile home, manufactured home, trailer (other than for active construction by the Developer or builders), tent, barn, shack, or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. Boats, boat trailers, campers, recreational vehicles, or utility trailers must be maintained in a garage and not parked in the driveway, yard or in the public roadway adjacent to the Lot of the owner, or in any common area. An exception will be allowed for any homeowner or guest to park a boat, boat trailer, utility trailer, rental/ moving truck, or recreational vehicle in the driveway of or in the public roadway adjacent to the Lot of the owner for period not to exceed seven (7) days during any six-month (6) period.

Section 10. Swimming Pools. No swimming pools shall be placed or constructed on any Lot unless the sides of such pool extend less than two (2) feet above the ground level.

Section 11. Fences. All fences shall receive prior approval from the Architectural Control Committee in accordance with paragraph 2 of this Article V. No chain-link fences will be approved and all wooden fences must not exceed seventy-two (72) inches in height. No fence may extend toward the front street beyond the front corners of the home constructed on the Lot.

ARTICLE VI

MISCELLANEOUS

Section 1. Violations and Enforceability. Any person violating or attempting to violate these Covenants shall be notified, in writing, of such violation or attempted violation. If no cure is accomplished within ten (10) days, legal remedies set forth herein may begin and the notified person shall be responsible for damages and all costs of enforcing these restrictions, including

reasonable attorneys' fees. It shall be lawful for any person, firm or corporation, in addition to the Declarant, owning any of the Lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent such violation, or to recover damages or other appropriate relief for such violation, and any failure on the part of the Declarant, or any Owner of such Lots to do so shall not be considered as a waiver of any rights at law or in equity that any such Owner may have for past or future violations of these covenants.

Section 2. Severability. Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Duration. These provisions shall run with the Property and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for additional periods of ten (10) years each unless terminated as provided herein and an instrument evidencing such termination has been recorded.

Section 4. Amendment. This Declaration may be modified, amended or terminated by duly recorded instrument signed by the Declarant, as long as it retains any interest in any portion of the Property or eighty percent (80%) of the then Lot owners, unless otherwise provided herein.

Section 5. Financial Responsibility. The Owner shall be responsible for funding the financial responsibilities of the Association, as identified in Articles III of the Association's Bylaws, until such time as the operation of the Association, as specified herein, is controlled by the residents of the subdivision.

Section 6. Dissolution. The Association shall not have the ability to dissolve its existence nor dispose of real property without the prior written approval from the Town of Christiansburg, Virginia.

IN WITNESS THEREOF, the Declarant has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized General Partner.

WINDSOR DEVELOPMENT, L.P.
a Virginia Limited Partnership

R. Fralin Development, Corp, General Partner

By: 

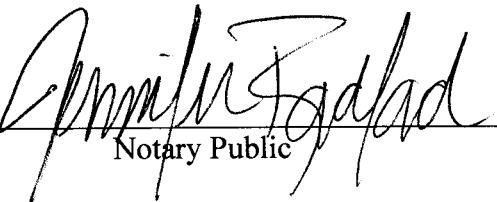
Robert P. Fralin, President

Commonwealth of Virginia

County of Montgomery, to:

The foregoing instrument was acknowledged before me this 11th day of May, 2004 by Robert P. Fralin, President, R. Fralin Development, Corp., as General Partner of Windsor Development, L.P., a Virginia Limited Partnership.

My commission expires: 3/31/07



Notary Public

INSTRUMENT #04014878
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
NOVEMBER 4, 2004 AT 03:51PM
ALLAN C. BURKE, CLERK

RECORDED BY: CWH

04014878

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.70]

T C Date of Instrument: [11/4/2004]
 A O Instrument Type: [DEC]
 X R
 P

E Number of Parcels [1]

X Number of Pages [11]

E M City County [Montgomery County] (Box for Deed Stamp Only)

P T First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[WINDSOR DEVELOP][][][
[][][][

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[WINDSOR DEVELOP][][][
[][][][

Grantee Address (Name) [WINDSOR DEVELOPMENT LP]
 (Address 1) [102 HUBBARD ST]
 (Address 2) []
 (City, State, Zip) [BLACKSBURG] [VA] [24060]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []

Parcel Identification No (PIN) []

Tax Map Num. (if different than PIN) []

Short Property Description [DECLARATION OF COVENANTS AND RESTRICTIONS]

Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []

Instrument Prepared by [JOHN MCADEN]

Recording Paid for by [JOHN MCADEN]

Return Recording to (Name) [ORIGINAL RETURNED TO JOHN MCADEN]

(Address 1) []

(Address 2) []

(City, State, Zip) [] [] []

Customer Case ID [] [] []

