

F. WAYNE McLESKEY, JR. and
FAYE E. McLESKEY, his wife

TO

DEED OF BARGAIN AND SALE

CHESOPEIAN COLONY CIVIC LEAGUE, INC.,
a Virginia corporation

THIS DEED, made this 11th day of October, 1977, by and between
F. WAYNE McLESKEY, JR. and FAYE E. McLESKEY, his wife, parties of the first
part, and CHESOPEIAN COLONY CIVIC LEAGUE/ party of the second part;
INC., a Virginia corporation,

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00),
cash in hand paid, and other good and valuable consideration, the receipt of
which is hereby acknowledged, the said parties of the first part do hereby
grant, bargain, sell, assign and convey with GENERAL WARRANTY unto the said
Chesapeake Colony Civic League, Inc., a Virginia corporation party of the second part, the following
described property, to-wit:

PARCEL ONE: All that certain lot, piece or parcel of
land, situated in the Lynnhaven Borough of the City of
Virginia Beach, Virginia, known, numbered and designated
as Site G as shown on the plat of Chesapeake Colony,
Section 1-A, of record in the Clerk's Office of the
Circuit Court of the City of Virginia Beach, Virginia,
in Map Book 47 at Page 18, reference to which plat is hereby
made for a more particular description.

It being a part of the same property conveyed to F. Wayne
McLeskey, Jr. by deed dated August 5, 1955, from Westwood
Homes, Incorporated, recorded in the aforesaid Clerk's
Office in Deed Book 415 at Page 491, and by deed dated
June 4, 1958, from Wade G. Harding, et ux., recorded in
the aforesaid Clerk's Office in Deed Book 541 at Page 378.

PARCEL TWO: All that certain lot, piece or parcel of land,
situated in the Lynnhaven Borough of the City of Virginia
Beach, Virginia, known, numbered and designated as Lot 1
as shown on that certain plat entitled "Subdivision of
Chesapeake Colony, Section One-B" made by Marsh & Basgier,
Incorporated, P.C., Engineers - Surveyors - Planners,
which plat is recorded in the Clerk's Office of the Circuit
Court of the City of Virginia Beach, Virginia, in Map
Book 122 at Page 9, reference to which plat is hereby
made for a more particular description.

It being a part of the same property conveyed to F. Wayne
McLeskey, Jr. by deed dated August 5, 1955, from Westwood
Homes, Incorporated, and recorded in the aforesaid Clerk's
Office in Deed Book 415 at Page 491.

This conveyance is made subject to the conditions, restrictions,
easements and reservations of record, if any, affecting the aforesaid
property and constituting constructive notice, and also subject to the

1. No buildings or other structures shall be constructed or placed on said property other than a replacement or modification in the design of the presently existing entrance columns or walls and the necessary and desirable maintenance of same.

2. No structures of a temporary nature and no signs shall be erected or placed on said parcels and said parcels shall not be used for manufacturing, commercial or residential purposes. No activities such as garage sales, flea market sales or the like shall be conducted on said property. This provision is not intended to prohibit non-commercial activities such as "Fourth of July" celebrations, "Halloween" parties and similar activities from being carried on by the property owner for the benefit of residents of Chesapeake Colony.

The foregoing conditions and restrictions shall run with the land and be binding upon all purchases of said parcels and all persons claiming under them for a period of thirty (30) years from the date hereof. Upon any violation of any of the above restrictions by the owner of said property, title to said property will automatically revert to the undersigned, his heirs or assigns, subject to the above conditions and restrictions, and the undersigned shall thereupon immediately convey the property to the City of Virginia Beach, Virginia, subject to said conditions and restrictions. If the undersigned or his heirs are not readily available to make such conveyance, then the Circuit Court may be requested to appoint a special commissioner for that purpose. It shall be deemed that no such reversion has taken place until a Court has ruled that such a violation has occurred and the Decree or Order has been indexed against the then record owner of the property.

Subject to the foregoing, the parties of the first part covenant that they are seised in fee simple of the said property; that they have the right to convey the said property to the grantee; that the grantee shall have quiet and peaceable possession of the said property, free from any and all encumbrances; that they, the said parties of the first part, have done no act to encumber the said property and that they will execute such further assurances of the said property as may be requisite.

WITNESS the following signatures and seals:

F. Wayne McLeskey (SEAL)
F. Wayne McLeskey, Jr.

Faye E. McLeskey (SEAL)
Faye E. McLeskey

STATE OF VIRGINIA,

CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 11th
day of October, 1977, by F. Wayne McLeskey, Jr. and Faye E. McLeskey.

Barbara A. Fries
Notary Public

My commission expires 5-31-81.

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 14th day
of November, 1977, 3146, this instrument was received and upon the
certificate of acknowledgment thereto and thereon filed to record. "The tax imposed by Par. 58-54.1 of the Code,
has been paid, in the amount of \$ 36.00."
WITNESSE: JOHN V. FENTRESS, Clerk By: Mary E. Cooper D. C.