

RESTRICTIVE COVENANTS
"THREE LEAGUES SUBDIVISION SECTION 1"

DEED BOOK PAGE

WHEREAS, James W. Conrad and Rebecca C. Conrad, husband and wife, are the owners and proprietors of certain lots and land situate in the Stonewall District, Rockingham County, Virginia, and shown and designated on a plat entitled "FINAL PLAT THREE LEAGUES SUBDIVISION SECTION 1", dated AUGUST 3, 1998, revised SEPTEMBER 21, 1998, and made by Copper, Mars, Nicely & Associates, which plat and dedications duly recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 1637, page 150.

WHEREAS, the aforesaid owners and proprietors of the aforesaid lots of land, in order to insure purchasers of said lots a uniform mode of development desire that all of the lots in said subdivision, but specifically excluding all other lands of the parties hereto, be sold subject to the following restrictions, conditions, covenants, limitations, and easements which shall run with the title to said lots to wit:

1. All lots in the Subdivision shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for no more than three vehicles, and such other outbuildings as may be controlled by the Architectural Control Committee hereinafter provided. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon, including playing radios or music at high sound pressure levels, which may be or become an annoyance or nuisance to the neighborhood.
2. No building or other improvements shall be erected, placed, or altered on any of said lots until construction plans, specifications, and a plat showing the location of the structure on the lot have been submitted in writing and approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Driveway entrances to each lot shall be constructed in compliance with VDOT specifications shown on the subdivision plat. The Architectural Control Committee hereinabove referred to is composed of James W. Conrad and Rebecca C. Conrad. Said committee may designate a representative to act for them. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor it's designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time the then record holders of seventy five per cent (75%) of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or it's designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants will have been deemed to have been fully complied with.

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3. No trucks, trailers, boats, tents, shacks, barns, or other outbuildings erected on said lots shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No house trailers shall be permitted on any of said lots at any time. No camping trailer, travel trailer, boat, boat trailer or truck larger than a standard size pick-up truck shall be permitted to be parked for longer than 24 hours upon said lots unless garaged.
4. No fence or similar enclosure may be built on any lot except a rear yard fence, which shall not exceed 60 inches in height and shall not extend beyond the front line of the dwelling erected on said lot, and such rear yard fence shall be of wood, brick or metal construction of at least 50% open design. This restriction shall not be construed to preclude the growth of an ornamental hedge fence which shall be kept neatly trimmed to a height of not more than four feet around the front yard of any of said lots. Any fence built on any of above described lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. The above mentioned minimum height of 60 inches may be increased for those lots on which a swimming pool is constructed and maintained on the rear of the lot to the minimum height of the fence required by the appropriate authorities of Rockingham County, Virginia, to be erected around a swimming pool.
5. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development. No drying of any wet clothes or airing of any garment or bedding shall be permitted to be done outside of the house located on any lot in the subdivision except within the rear yard area. No satellite dish antennas are allowed except dish antennas less than 19" in diameter that are installed to screen their sight when viewed from the front of the house.
6. The aforesaid Architectural Control Committee shall have full, absolute and complete discretion to approve or disapprove proposed buildings and improvements on any of said lots in the exercise of it's discretion. Said Committee shall not be bound to approve any proposed buildings and improvements solely because such comply with other restrictions and covenants herein contained or are equal in cost or value to buildings or improvements on other lots. Said Committee shall also have the further discretion to approve any proposed buildings or improvements on any of said lots even though said improvements do not meet the requirements of the other provisions of this instrument, if, in the absolute discretion of said Committee, such variations are not harmful to the value of the adjoining property. In no event, however, shall said Committee be empowered to permit any use of said lots other than as provided in Paragraph 1 above.
7. The ground floor area of any dwelling permitted on any of said lots, inclusive of covered porches and garages, shall be not less than sixteen hundred (1600) square feet for a one-story dwelling, nor less than one thousand (1000) square feet for a one and one-half story, two story, or two and one-half story dwelling.
8. The architectural Control Committee shall be privileged, in its absolute discretion, to specify building setback lines from the street upon which any of said lots abut, but such

setbacks shall meet the minimum requirements of the Rockingham County Subdivision Ordinance.

9. No dwelling having a flat roof shall be constructed on any of said lots.
10. No sign of any kind shall be displayed to the public view on any of said lots except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs placed by the builder to advertise the property under construction. One sign not exceeding one (1) square foot displaying the name of the owner of the property shall be permitted on any of said lots provided, however, the parties hereto may erect such signs relating to the subdivision and development thereof as it deems advisable for the period of construction of dwellings on said lots, not to exceed three years.
11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that two dogs, two cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be appropriately screened from view from the street and kept in a clean and sanitary condition. Trash or garbage containers shall not be visible from the front of the house.
13. No motor vehicle shall be kept on any lot unless it bears a current inspection sticker and current license tag, and is garaged or parked in the driveway leading to the dwelling.
14. No dwelling shall be permitted to be erected on any lot unless adequate provisions for off-street parking for at least two (2) vehicles is provided upon such lot.
15. No residence shall be permitted on any lot with any type of exterior finish except stone, brick, wood or vinyl siding, a sample of which shall be submitted to the Architectural Control Committee for approval before commencing construction. All exposed concrete block surfaces must be parged and painted.
16. No lot may be re-subdivided into smaller lots, nor shall any portion of any lot be sold and conveyed by the owner thereof, without the prior approval of the Architectural Control Committee. The right to approve such re-subdivision of lots and to relocate lot lines of any unsold lots is reserved to the Architectural Control Committee.
17. Easements for drainage and for the installation, repair, replacement, and maintenance of underground utilities are reserved to the parties hereto, over, through and across the strip of land designated as drainage and utility easements on the aforesaid plats, and over, through, and across a strip of land ten (10) feet in width along lot lines of each lot. Such easements are expressly reserved for the use of the party hereto, and no third party shall become entitled to the use thereof, nor shall any other party, except the lot owner, have any vested interest in or to the use of such easements except the parties hereto, or such

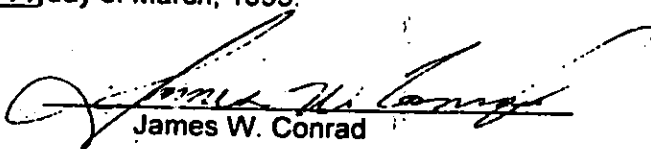
utility company as may be granted specific rights over, through, or across such easements. Except as such rights are granted to a utility company by a recorded easement or right-of-way, a release by the parties hereto or their successors to any individual lot owner of any easements so reserved shall operate as a complete release to such lot owner and no other party shall be entitled to exert any claim or right to the use thereof.

18. Invalidation of any one or more of the covenants set forth herein (or a part thereof; by judgement or court order shall in no way affect any of the other covenants set forth herein which shall remain in full force and effect.

19. Any violation of the above covenants shall be deemed to be a continuing one until remedied and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this subdivision.

20. These covenants are to run with the land and shall be binding upon all parties claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one (1) year unless an instrument signed by a majority of the then owners of the lots shall be recorded agreeing to change said covenants and setting forth such changes, modifications or deletions.

IN WITNESS WHEREOF, James W. Conrad and Rebecca C. Conrad have executed these covenants and restrictions this 5th day of March, 1999.


James W. Conrad


Rebecca C. Conrad

Commonwealth of Virginia,
City/County of Harrisonburg, to-wit:

This 5th day of March, 1999, James A. Conrad and Rebecca C. Conrad personally appeared before me in my jurisdiction aforesaid and acknowledged the foregoing writing.


Notary Public

My Commission expires: 2/28/00

FORMERLY COMMISSIONED
AS RHONDA R. BLY

B1675P181

93 MAR -5 11 3:10

ROCKINGHAM COUNTY
CIRCUIT COURT
L. WAYNE HARPER, CLERK

005591

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County,
The foregoing instrument was this day presented in the office of the Clerk
together with the certificate of acknowledgment of the parties, and is
5 day of March, 1997 310P

taxes were paid when applicable:

Sec. 58-54 - State _____ County _____

Sec. 58-54.1 - State _____ County _____

Recording 16.00

TESTE

L. WAYNE HARPER
CLERK

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03-11-93
L. WAYNE HARPER