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MONTRIQUE HILLERY

PREMIER REAL ESTATE

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As recorded - Rockbridge County, Virginia Court House in Plat Cabinet: 1-552  
 Plat Map filed in Plat Cabinet 1-551

### RESTRICTIONS, COVENANTS AND CONDITIONS

#### EASTVIEW

#### INTENT AND PURPOSE

The intent and purpose of these covenants is to create and maintain a pleasant, attractive and complimentary residential neighborhood for the benefit of its residents and the community.

(1) No lot shall be used except for residential purposes. No improvements shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height. A garage, barn, shed or tool house may be constructed if the plans as to construction and location are approved as provided in Paragraph 2.

(2) No improvements shall be erected, placed or altered on any lot until the construction plans and specifications thereof and a plan showing the location thereof on the respective lot shall have been approved by the architectural committee, hereinafter established, as to the quality and type of materials, harmony of external design with existing structures, and the location with respect to topography and finish elevation.

(3) The initial architectural committee, herein called "committee" shall be composed of three members. Their names and addresses are:

(1) Bruce W. Clark  
Route 2, Box 102  
Fairfield, VA 24435

(2) James A. Tilson  
Tilson Real Estate  
28 South Main Street  
Lexington, VA 24415

(3) Harvey Cox  
Napier & Company Realtors  
P.O. Box 35053  
Richmond, VA 23235

At the third annual meeting of the Eastview Homeowners Association, Inc., the members shall elect one committee member for a term of one year, one committee member for a term of two years, and one committee member for a term of three years; and at each annual meeting thereafter, the members shall elect one committee member for a term of three years.

(4) The committee's approval as required above shall be in writing, and in the absence of such written approval, construction plans, specifications, and location plans shall be considered as disapproved.

(5) No structure as specified in Paragraph 1 above shall be erected on any lot by any builder or contractor, whether the lot be owned by the builder, contractor or someone else, unless they shall

have theretofore received the approval of the committee and shall to that end furnish to it such statements, information, as it may request. Any approval so given may be withdrawn at any time by the committee by written notice received by the builder, contractor or owner, but such withdrawal shall not prevent the completion of any building commenced before receipt of such notice.

(6) All structures erected for residential purposes on any lot will need architectural committee approval as to its size and number of floors.

(7) Only one residence shall be erected or placed on a single lot, and no lot after its original conveyance by the developer shall be subdivided into smaller lots or parcels. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No activities are allowed that violate county zoning ordinances. Phase one shall have no more than 30 total lots and no lot shall be less than two acres.

(8) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently and to this end any residence to be constructed on any lot in this subdivision shall be completed within one year from the time the first building permit shall have been issued by the appropriate public authority to the owner or contractor for the construction of the residence.

(9) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale or rent, or one sign of not more than six square feet by a builder to advertise the property during the construction and sale period.

(10) No animals, livestock, or poultry of any kind, except horses and cattle, shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept therein, provided they are in keeping with the County of Rockbridge pet ordinances.

(11) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage, and other waste shall be kept on any lot except in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(12) Each and every covenant and condition herein imposed may be enforced by the undersigned and/or by the owner of any lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same to

prevent or rectify such violation and to recover damages therefore.

(13) No swimming pool of the portable type which can be dismantled and moved and which has walls or sides of more than 12 inches in height shall be installed or used on any lot.

(14) No radio towers shall be placed on any lots or structures on these lots. A T.V. antenna or satellite disc may be permitted, however, only upon written approval of the committee. No dog runs shall be permitted without the written approval of the committee.

(15) No front line fence shall be permitted without the written approval of the committee as to design, location, material and height. Shrubbery may not be placed in any portion of yards so as to constitute a fence-like hedge.

(16) No trailer, trucks, mobile homes, buses, or boats shall be parked on any lot closer to the front property line than the building line of the house constructed on said lot. No inoperable or unlicensed motor vehicle may be stored or placed on any lot unless stored out of sight in an approved structure.

(17) Developer will maintain the entrance until such time that 80% of the total lots in the subdivision have been sold and closed. At that time, the homeowners association is to assume responsibility for the maintenance and expense of the entrance from that date forward.

(18) All roads within Eastview Subdivision are now and shall remain private roads, not to be taken over by the State of Virginia. They must be maintained by the Eastview Homeowners Association.

(19) Each of the Covenants Nos. 1 through 20 and Exhibit A may be modified, changed, revoked, added to, deleted or otherwise altered in whole or in part at any time and from time to time by an instrument in writing executed by the "committee".

(20) The restrictions, covenants and conditions herein contained shall run with the land and shall be binding upon the subsequent owner or owners of all or any lot and each and every portion of the land shown on the plat and all parties claiming through or under each such owner or owners for a period of 30 years from the date of the recordation hereof.

(21) In the event any portion of these restrictions should be held unenforceable for any reason whatsoever, the remaining restrictions and paragraphs of these restrictions shall remain in force and effect and shall be severable.

EASTVIEW SUBDIVISION

Bruce W. Clark (SEAL)  
Bruce W. Clark, Landowner

Reba Clark (SEAL)  
Reba Clark, Landowner

STATE OF VIRGINIA, AT LARGE

CITY/COUNTY OF Lexington, To-wit:

The foregoing instrument was acknowledged before me this  
13th day of November, 1990, by BRUCE W. CLARK  
and REBA CLARK.

My commission expires: December 31, 1993

Sandra J. Clark  
Notary Public

**EXHIBIT "A"**

**ARCHITECTURAL GUIDELINES FOR EASTVIEW**

- (1) All driveways and set-back lines shall be subject to the approval of the Committee.
- (2) All exposed foundations of single family residences and garages constructed on the Property shall be of stone or brick veneer.
- (3) The color of all improvements on the Property shall be subject to the approval of the Committee.
- (4) All exterior wood front steps must have closed risers.
- (5) All rear porches to have regular brick foundation walls, excluding basement homes.
- (6) All mailboxes to be standardized with post to be installed by developer.
- (7) Job sites must be kept as clean as possible, with one trash site on each lot.

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MODIFICATION OF RESTRICTIVE COVENANTS  
FOR  
EASTVIEW SUBDIVISION

WHEREAS, certain restrictions, covenants and conditions pertaining to Eastview Subdivision were adopted and recorded in the Office of the Clerk of the Circuit Court of Rockbridge County, on December 11, 1990, in plat cabinet 1, slide 552; and

WHEREAS, it was provided in the said covenants, in paragraph 19 thereof, that they may be modified, changed, revoked, added to, deleted or otherwise altered in whole or in part at any time and from time to time by an instrument in writing executed by the "Committee", said "Committee" being the Architectural Committee;

NOW THEREFORE, the Architectural Committee, consisting of Bruce N. Clark, Harvey Cox and James A. Tilson, deem it necessary to modify the said guidelines as follows:

(1) In Paragraph 10 of the guidelines, the phrase "except horses and cattle" shall be amended to read "except horses, cattle and sheep".

(2) On Exhibit A of the said guidelines, Paragraph 2 shall have added to the end of that paragraph the words, "... or stucco."; and Paragraphs 4, 5 and 6 shall be deleted and be of no force and effect.

(3) In all other respects the aforesaid architectural guidelines for Eastview shall remain in full force and effect.

WITNESS the following signatures and seals:

*See Amendment/  
Modification Deed  
Book 487. pg. 721  
2/11/92*

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Bruce W. Clark (SEAL)  
BRUCE W. CLARK

Harvey Cox (SEAL)  
HARVEY COX

James A. Tilson (SEAL)  
JAMES A. TILSON

STATE OF VIRGINIA, AT LARGE  
CITY/COUNTY OF Lexington, To-wit:

The foregoing instrument was acknowledged before me this  
10th day of May, 1991, by BRUCE W. CLARK.

My commission expires: December 31, 1993  
Sandra J. Clark  
Notary Public

STATE OF VIRGINIA, AT LARGE  
CITY/COUNTY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me  
7 day of May, 1991, by HARVEY COX.

My commission expires: 12/31/93  
Samuel J. Statton  
Notary Public



STATE OF VIRGINIA, AT LARGE  
CITY/COUNTY OF Lexington, To-wit:

The foregoing instrument was acknowledged before me this  
9th day of May, 1991, by JAMES A. TILSON.

My commission expires: December 31, 1993  
Sandra J. Clark  
Notary Public

VIRGINIA: IN THE CLERK'S OFFICE OF THE DISTRICT COURT OF  
ROCKINGHAM COUNTY  
The foregoing instrument of writing was presented to this office,  
and with the payment of such duties thereon assessed,  
is admitted to record at 2:06 o'clock PM on  
the 13 day of May, 1991.  
I certify that these records are in accordance with the Code of  
Virginia, which requires that they be kept in the records of  
this office.  
ATTEST: Bruce Patterson CLERK

PREMIER REAL ESTATE

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MODIFICATION OF RESTRICTIVE COVENANTS  
FOR  
EASTVIEW SUBDIVISION

WHEREAS, certain restrictions, covenants and conditions pertaining to EastView Subdivision were adopted and recorded in the Office of the Clerk of the Circuit Court of Rockbridge County, Virginia, on December 11, 1990, in Plat Cabinet 1, Slide 552 with modifications recorded in the said Clerk's Office on May 13, 1991, in Deed Book 477 at page 217; and

WHEREAS, Harvey Cox and James A. Tilson, both members of the Architectural Committee, have subsequently resigned as members of the Architectural Committee, said resignations attached hereto; and

WHEREAS, it is the desire herein to appoint new members to the Architectural Committee to fill the unexpired terms of the said Harvey Cox and James A. Tilson;

NOW THEREFORE, the undersigned, Bruce W. Clark, the sole remaining member of the Architectural Committee, hereby appoints the following new members to fill the unexpired terms of the said Harvey Cox and James A. Tilson:

James L. Clark  
Ranita Gaye Clark

James L. Clark and Ranita Gaye Clark join in the execution hereof in acceptance of their appointments to the Architectural Committee.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures and seals effective the 10th day of May, 1991.

 (SEAL)  
Bruce W. Clark

James L. Clark (SEAL)  
James L. Clark

Renita Gays Clark (SEAL)  
Renita Gays Clark

STATE OF VIRGINIA, AT LARGE  
CITY/COUNTY OF Lexington, To-wit:

The foregoing instrument was acknowledged before me this  
12th day of December, 1991, by Bruce W. Clark.  
My commission expires: December 31, 1993

Sandra J. Clark  
Notary Public

STATE OF VIRGINIA, AT LARGE  
CITY/COUNTY OF Lexington, To-wit:

The foregoing instrument was acknowledged before me this  
12th day of December, 1991, by James L. Clark.  
My commission expires: December 31, 1993

Sandra J. Clark  
Notary Public

STATE OF VIRGINIA, AT LARGE  
CITY/COUNTY OF Lexington, To-wit:

The foregoing instrument was acknowledged before me this  
10th day of ~~December~~ <sup>February, 1992</sup>, 1991, by Renita Gays Clark.  
My commission expires: December 31, 1993

Sandra J. Clark  
Notary Public