

TAX MAP NO: 039-00-03-40-0000-0A0	039-00-03-40-0000-080	039-00-03-40-0000-160
039-00-03-40-0000-010	039-00-03-40-0000-090	039-00-03-40-0000-170
039-00-03-40-0000-020	039-00-03-40-0000-100	039-00-03-40-0000-180
039-00-03-40-0000-030	039-00-03-40-0000-110	039-00-03-40-0000-190
039-00-03-40-0000-040	039-00-03-40-0000-120	039-00-03-40-0000-200
039-00-03-40-0000-050	039-00-03-40-0000-130	039-00-03-40-0000-210
039-00-03-40-0000-060	039-00-03-40-0000-140	039-00-03-40-0000-220
039-00-03-40-0000-070	039-00-03-40-0000-150	

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS
AND DEVELOPMENT PLAN OF SPRING RIDGE SUBDIVISION**

Declaration of Intent and Purpose

This Declaration is made this 9th day of January, 2009, by **MC & NE PROPERTIES, LLC**, a Virginia limited liability company, hereinafter referred to as "Declarant", party of the first part, to create and maintain a pleasant, attractive and complimentary quality residential neighborhood for the benefit of the residents of Spring Ridge Subdivision, **Matthew T. CRANCE** and **Jenny S. HOWARD**, parties of the second part, **Frank A. VETRANO** and **Joan T. VETRANO**, husband and wife, parties of the third part; **Mark C. CLARK** and **Frona Teresa CLARK**, husband and wife, parties of the fourth part, and **Bill G. HEYER** and **Kimberly B. HEYER**, husband and wife, parties of the fifth part;

-- WITNESSETH --

WHEREAS, Declarant is the owner of certain property in Rockbridge County, Virginia, which property is described as Lots 1, 3, 4, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, and a Greenspace Lot containing 1.77 acres, more particularly shown on the Subdivision Survey of Spring Ridge prepared by Pierson Engineering & Surveying, dated May 21, 2007, of record in the Clerk's Office of the Circuit Court of Rockbridge County, Virginia, in Plat Cabinet 4, Page 73, and acquired by deed of Clark Brothers Enterprises, LLC, dated June 28, 2006, of record in the said County Clerk's Office as Instrument #060003038 and by Corrected Deed from Clark Brothers Enterprises, LLC,

dated June 28, 2006, of record in the said County Clerk's Office as Instrument #060003297.

WHEREAS, Matthew T. Crance and Jenny S. Howard, parties of the second part, are the owners of Lot 2, Spring Ridge, as more fully shown on the above-described plat, and acquired by them by deed of MC & NF Properties, LLC, dated December 28, 2007, of record in the said County Clerk's Office as Instrument #070005632.

WHEREAS, Frank A. Vetrano and Joan T. Vetrano, parties of the third part, are the owners of Lot 10, Spring Ridge, as more fully shown on the above-described plat, and acquired by them by deed of MC & NF Properties, LLC, dated May 25, 2007, of record in the said County Clerk's Office as Instrument #07002228.

WHEREAS, Mark C. Clark and Frona Teresa Clark, parties of the fourth part, are the owners of Lot 5 and Lot 18, Spring Ridge, as more fully shown on the above-described plat, and acquired by them by deed of MC & NF Properties, LLC, dated July 29, 2008, of record in the said County Clerk's Office as Instrument #080002851, and Lot 5 was further conveyed by Deed of Confirmation dated August 29, 2008, of record in the said Clerk's Office as Instrument #080003403.

WHEREAS, Bill G. Heyer and Kimberly B. Heyer, parties of the fifth part, are the owners of Lot 8 and Lot 22, Spring Ridge, as more fully shown on the above-described plat. Lot 8 was acquired by them by deed of MC & NF Properties, LLC, dated May 25, 2007, of record in the said County Clerk's Office Virginia, as Instrument #070003396. Lot 22 was acquired by them by deed of MC & NF Properties, LLC, dated May 30, 2008, of record in the said County Clerk's Office as Instrument #080002072.

NOW, THEREFORE, Declarant hereby declares that the lots designated and described on the aforesaid plat shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the land and shall be binding upon all parties having or acquiring any right, title and interest in and to the lots situate on said plat and shall insure to the benefit of each owner thereof.

Restrictions

In order to provide for a uniform scheme of development, Declarant sets forth the following covenants, conditions and restrictions:

1. **General**. Declarant hereby covenants and declares that the lands within Spring Ridge Subdivision shall be held, sold and conveyed subject to the following Restrictions, Covenants and Conditions, which are for the purpose of protecting the value and desirability of the Spring Ridge lots. Such Restrictions, Covenants and Conditions shall run with the land and be binding and inure to the benefit of all parties having right, title or interest in the property more particular described upon the aforesaid subdivision survey, their heirs, successors and assigns.
2. **Lot Use & Structures**. No structures shall be erected on any individual lot shown on said subdivision survey other than one single-family residential dwelling per single lot and any garage or shed approved by the Architectural Review Committee. All lots are restricted to residential use only. A one-story dwelling shall contain a minimum of 1350 square feet of living area excluding any basement area. A two-story dwelling shall contain a minimum of 1000 square feet finished living area on the first floor, and the total minimum finished living area of the first and second floors shall be a minimum of 1600 square feet exclusive of any basement area, garages, porches and breezeways. No building shall be erected any nearer to the public right of way or an adjoining lot than the minimum setback of ten (10') feet.
3. **Mobile Homes, Trailers, Motor Homes and Camper Restrictions**. No singlewide or doublewide mobile home or trailer will be allowed on any lot. Motor homes or campers shall not at any time be used as a temporary or permanent residence, and the parking or storage of such vehicles shall be located in an inconspicuous place. Each lot will be restricted to not more than one motor home or camper. A combination of a motor home and a camper shall constitute a violation of these restrictive covenants. No parking of a motor home or camper is allowed on any street in the subdivision at any time.
4. **Foundations**. All foundations above grade shall be bricked or covered with other similar material acceptable to the Architectural Control Committee. No exposed concrete or cinderblock foundations will be allowed.
5. **Exterior Surfaces**. No building may be erected upon any lot without exterior walls being one or more of the following materials: brick, stone, hardboard or cedar siding. The exterior architectural design and surfaces of garages shall be of like material as the dwelling on the same lot
6. **Fences**. There shall be no fences erected at a height of more than six (6) feet, and all fences shall be constructed of either picket or board material. All fences will be the responsibility of the homeowner for maintaining in good order at all times.

7. **Utility Easement.** All interior lot lines are subject to a ten-foot (10') easement centered along the line for utilities and drainage. All lot lines along the streets and exterior boundaries are subject to a ten-foot (10') easement uniformly from the street or exterior boundary ten (10) feet into each lot.
8. **Utility Services.** All utility services, including but not limited to telephone, cable and power service must be underground. All utility services to a dwelling will be installed within the lot-line easement and all utility pedestals will be installed on lot corners of utility easements.
9. **Condition of Lots.** It shall be the responsibility of each individual lot owner to prevent the development of any unclean, unsightly or unkempt condition of the building or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole. Non-operating vehicles, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean, grass cut and free of garbage, junk, trash and debris of any kind.
10. **Offensive or Noxious Activity.** No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained on any lot plants, animals or devices of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the quiet enjoyment of the property owners in Spring Ridge. No exterior lighting fixtures shall be directed toward the common roads, or an adjoining lot whose nearest boundary of which is located within 100 feet of such fixture.
11. **Subdivision of Lots.** No lot in Spring Ridge shall be subdivided.
12. **Trash Receptacles.** Each lot owner shall provide receptacles for garbage and trash in an area not visible to others.
13. **Fuel Tanks.** No fuel tanks or similar storage receptacles may be maintained so as to be visible to others within the subdivision. Any such facilities must be installed within the main dwelling house or other adjacent outbuildings in accordance with the County of Rockbridge and state building codes.

Miscellaneous Structures. No buildings, pools, ponds or walls shall be constructed in the front yard of any lot, and no sign of any kind shall be displayed on any lot to the public view except a sign of not more than six (6) square feet for the purposes of advertising the property for sale, or signs used to

advocate the property during the construction or sale periods. Construction and placement of not more than one (1) detached shelters must be submitted to the Architectural Review Committee prior to construction.

Architectural Review Committee and Homeowner's Association

Creation of Architectural Review Committee and Homeowner's Association. An Architectural Review Committee shall be formed with powers and duties described below, and a homeowner's association to be named The Homeowners Association of Spring Ridge, Inc., shall be chartered for the purposes below.

Composition of the Architectural Review Committee. The original committee shall consist of three (3) members that will initially be Mark Clark, Nensi Fiorenini and Scott Singleton. Mark Clark will serve as the Chairman of the Committee. The committee shall establish uniform procedures for the review of applications submitted to them, including the authority to name any successors to the committee in the event of the death or resignation of a committee member. These procedures shall provide for (i) the time and place of meetings of the committee; (ii) the submission and review procedure; and (iii) review of costs and fees to be paid by applicant. Fees shall not be intended as a source of revenue, but rather to offset the cost of the review process itself.

Duties of the Architectural Review Committee. No construction, modification, alteration or improvement of any nature whatsoever, except for the interior alterations not affecting the external structure or appearance of any residence, shall be undertaken on at any lot unless or until a plan for such construction of alteration shall have been approved in writing by the committee. This is intended to include, but not to be limited to, residences, outbuildings (including storage sheds), fences, swimming pools, satellite systems, or any other type of structure or improvement proposed to be erected on any lot in Spring Ridge. Plans shall be submitted to the committee for approval and shall include (i) the construction plans with specifications, including all landscaping; and (ii) a site plan showing all proposed improvements. No construction shall be commenced and no residence shall be modified except in accordance with such plan or modification thereof that has been approved in writing by the committee.

Approval or denial by the committee shall be in writing. Consideration shall be given to the quality of workmanship and material, harmony of external design with surrounding structures, the effect of the construction on the outlook from surrounding properties, and other factors which, in the sole opinion of the committee, will affect the desirability or suitability of the construction. The committee shall have full and final authorization to make decisions on all matters relating to these restrictions and such applications.

Completion of Construction. The exterior of any dwelling shall be completed within nine (9) months from the date of the county building permit issued to the lot owner. Total completion of the dwelling, including landscaping and driveway and issuance of a certificate of occupancy shall be accomplished within twelve (12) months of the date of issuance of the county building permit. All building trash during construction will be the responsibility of the lot owner, builder and subcontractor (s) and is to be contained in dumpsters placed on the lot under construction and not on any street. Dumpsters will be emptied when filled and removed from the lot when the certificate of occupancy is issued. The Architectural Review Committee may approve an extension for completion to a lot owner if it finds that delay of completion is due to weather or shortage of materials outlined in the specifications of the dwelling. Occupancy is not allowed until exterior is 100% complete.

Applications to the Architectural Review Committee. Approval or disapproval of applications submitted to the committee shall be given to the applicant in writing within thirty (30) days of the receipt of the construction plans, full specifications, site and landscaping plans of the new dwelling to be constructed on the owner's lot. All plans will conform with all other requirements of this Declaration.

Approval by the committee shall not constitute a basis for any liability of the members of the committee. Approval and/or revisions suggested by the committee in accordance with the provisions of this Declaration shall not constitute a certification of conformity with existing building codes (state or local), nor shall it constitute a review or certification of the structural integrity of improvements for construction or design

defects. Homes must not only comply with all provisions of the Architectural Review Committee, but all local, state and federal building codes. Homeowner is responsible for all aspects of compliance.

General Provisions

Use of Roadways, Water and Sewer Easements. Each lot owner and their guests and invitees in Spring Ridge Subdivision as shown on the above-described plat shall be entitled to use of the roadway known as Spring Ridge Lane for ingress and egress to their respective properties and further shall be entitled to use of the water, sewer and utility easements reserved on the plat for the benefit of their lot. All such use to be in common with the other lot owners of the subdivision.

Conveyance of Roadways, Water and Sewer Easements to Homeowner's Association. Developer will excavate and grade for subdivision streets and install base rock, finish gravel and two inches (2") of hard surface treatment to such roads at the cost of Developer. Subdivision streets and public water and sewer facilities to be located as shown on the aforesaid subdivision survey shall be conveyed to The Homeowners Association of Spring Ridge, Inc., for the benefit and use of all lot owners. The Homeowner's Association shall have the sole responsibility to maintain, repair, and replace any roadway and water and sewer facilities after installation by the Declarant and any roadway unless and until such roadway is improved to conform with the standards then in effect of the Virginia Department of Transportation and is accepted for dedication to public use. The Homeowner's Association shall have the right to assess members for the expense of its operations including maintenance, repair and replacement of water and sewer facilities and roadways not dedicated to public use. The original assessment shall be \$200.00 per lot per year, which shall remain in effect until modified by the Homeowner's Association.

Green Space. The areas designated as green space on the aforesaid subdivision survey shall be conveyed to The Homeowners Association of Spring Ridge, Inc. and shall contain restrictions regarding any future development. None of these areas shall contain any buildings or shall be further subdivided. These areas are for the benefit of the lot owners of Spring Ridge. These areas shall be maintained by The

Homeowners Association of Spring Ridge, Inc.

Pond. The pond and area immediately adjacent by twenty-five (25) feet is designated as green space and shall be conveyed to The Homeowners Association of Spring Ridge, Inc. and shall be maintained by same. All restrictions on use apply as to other green space.

Non-Exclusive Easement to Green Spaces. There is hereby created a non-exclusive easement for the benefit of the lot owners to use and enjoy the green space areas, and pond for recreational purposes only. For the purposes of these covenants, the definition of recreation shall mean camping, fishing, walking, horseback riding or other such types of similar recreation approved by The Homeowners Association of Spring Ridge, Inc. but shall not include use of any all-terrain vehicles of three or four wheels or any motor driven vehicles. No motor driven vehicles will be permitted on any green space areas or pond as outlined on the subdivision survey. Animals shall be supervised or on a leash at all times in any green space or on the walking trail areas. No recreational activities in the green space or pond areas shall be permitted that becomes a discomfort, annoyance or nuisance to the owners of lots adjoining the green space or pond areas.

Reservation of Rights/Successor Committee Members. This Declaration may be amended by an instrument executed by the owners of no less than twenty (20) lots which must be recorded in the Office of the Clerk of the Circuit Court for Rockbridge County, Virginia to become effective.

Not later than thirty (30) days after the sale of the last lot in Spring Ridge by the Declarant, three successor Architectural Review Committee members shall be elected by a majority of the present lot owners of record. In the event of a vacancy in the Architectural Review Committee, the lot owners shall elect a replacement member for the committee. All successor committee members must be lot owners in Spring Ridge

Subdivision. If none of the successor committee members has the technical expertise necessary to review proposed construction plans, the committee shall be entitled to retain outside assistance from a registered architect or engineer, the cost of which shall be paid by the applicant.

Duration. These restrictions are to run with the land and be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these restrictions are recorded, after which time said restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) majority of the lot owners is recorded in the Clerk's Office of the Circuit Court for Rockbridge County setting forth an agreement to amend, modify or terminate these restrictions in whole or in part.

Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or recover damages.

The parties of the second, third, fourth and fifth parts join in the execution of this deed to confirm the application of the covenants, restrictions and easements contained herein to their respective properties.

WITNESS the following signatures.

MC & NF PROPERTIES, LLC

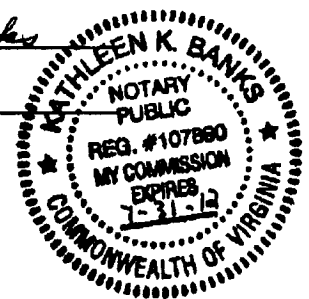
BY: *Mark C. Clark*
Mark C. Clark, Member

STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Augusta, to-wit:

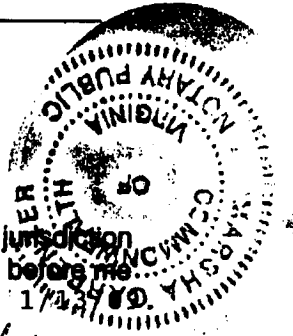
I, Kathleen K. Banks, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that the foregoing instrument was acknowledged before me by Mark C. Clark, member, acting for and on behalf of the said company on 1/14/09.

Kathleen K. Banks
Notary Public
Notary Registration No: _____

My commission expires: _____



BY: [Signature]
Nensi Fiorenini, Member



STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Stafford, to-wit:

I, Marsha Carpenter, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that the foregoing instrument was acknowledged before me by Mark O. Clark, member, acting for and on behalf of the said company on 1/14/09.
Nensi Fiorenini

Marsha Carpenter
Notary Public
Notary Registration No: 130375

My commission expires: 9-30-2011

[Signature]
MATTHEW T. CRANCE

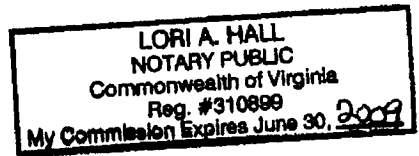
[Signature]
JENNY S. HOWARD

STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Fredricksburg, to-wit:

I, Lori A. Hall, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that the foregoing instrument was acknowledged before me by Matthew T. Crance on 1/14/09.
Jenny S. Howard

Lori A. Hall
Notary Public
Notary Registration No: 310899

My commission expires: June 30, 2009



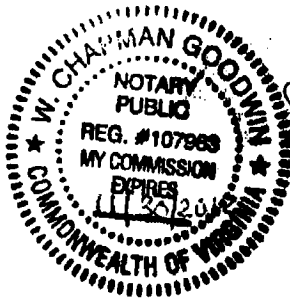
STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Staunton, to-wit:

I, W. Chapman Goodwin, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that the foregoing instrument was acknowledged before me by Jenny S. Howard on 1/14/09.

Matthew T. Crane

W. Chapman Goodwin
Notary Public
Notary Registration No: 107963

My commission expires: 11/30/2010



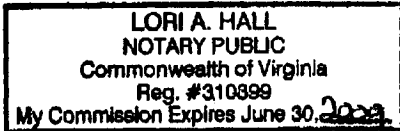
Frank A. Vetrano

FRANK A. VETRANO

Joan T. Vetrano
JOAN T. VETRANO

STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Rockbridge, to-wit:

I, Lori A. Hall, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that the foregoing instrument was acknowledged before me by Frank A. Vetrano, + Joan T. Vetrano on 1/14/09.



Lori A. Hall
Notary Public
Notary Registration No: 310899

My commission expires: June 30, 2009

STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the jurisdiction
aforesaid, do hereby certify that the foregoing instrument was acknowledged before me
by _____.

Notary Public
Notary Registration No: _____

My commission expires: _____

Mark C. Clark

MARK C. CLARK
Frona Teresa Clark

FRONA TERESA CLARK

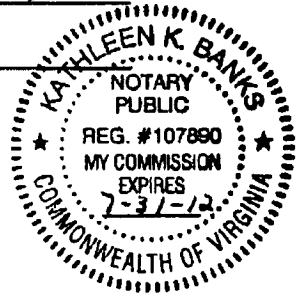
STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Augusta, to-wit:

I, Kathleen K. Banks, a Notary Public in and for the jurisdiction
aforesaid, do hereby certify that the foregoing instrument was acknowledged before me
by Mark C. Clark on 1/14/09.

Kathleen K. Banks

Notary Public
Notary Registration No: _____

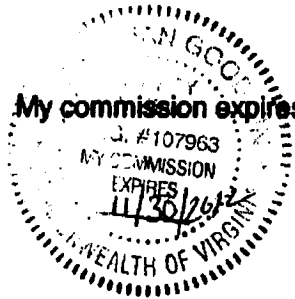
My commission expires: _____



STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Staunton, to-wit:

I, W. Chapman Good, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that the foregoing instrument was acknowledged before me by Frona Teresa Clark on 1/14/09.

W. Chapman Good
Notary Public
Notary Registration No: 107963

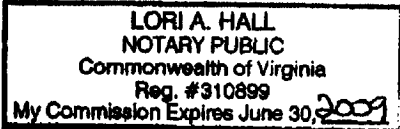


My commission expires: 11/30/2012

Bill G. Heyer
BILL G. HEYER
Kimberly B. Heyer
KIMBERLY B. HEYER

STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Rockbridge, to-wit:

I, Lori A. Hall, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that the foregoing instrument was acknowledged before me by Bill G. Heyer on 1/14/09.



Lori A. Hall
Notary Public
Notary Registration No: 310899

My commission expires: June 30, 2009

STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF Rockbridge, to-wit:

I, Lori A. Hall, a Notary Public in and for the jurisdiction
aforesaid, do hereby certify that the foregoing instrument was acknowledged before me
by Kimberly B. Hoyer on 1/14/09.

LORI A. HALL
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #310899
My Commission Expires June 30, 2009

Lori A. Hall
Notary Public
Notary Registration No: 310899

My commission expires: June 30, 2009

2008/re/spring ridge/restrictions/thc

INSTRUMENT #090000163
RECORDED IN THE CLERK'S OFFICE OF
ROCKBRIDGE COUNTY ON
JANUARY 20, 2009 AT 02:05PM

BRUCE PATTERSON, CLERK
RECORDED BY: JVT

Julie V. St...