

AMENDED RESTRICTIVE COVENANTS
RIDGEFIELD SUBDIVISION

This Declaration made on the date hereinafter set forth by GLENN R. SZARZYNSKI and CYNTHIA M. SZARZYNSKI, (hereinafter referred to as "Declarant").

WHEREAS, the undersigned are the owners of all of the lots contained in the Ridgefield Subdivision of Rockbridge County, Virginia; and

WHEREAS, certain restrictive covenants have been placed upon the Ridgefield Subdivision by the undersigned; and

WHEREAS, the undersigned have deemed it advisable to amend these restrictive covenants as follows:

: - : W I T N E S S E T H : - :

WHEREAS, Declarant is the owner of certain property in Rockbridge County, Virginia, which property is more particularly shown on a subdivision plat Ridgefield, recorded contemporaneously herewith in the Clerk's Office of the Circuit Court for the County of Rockbridge, Virginia, in Plat Cabinet 2, Slide 545, and in order to provide for a uniform scheme of development and to provide for and protect the value and desirability of the lots in this development, Declarant sets forth the following covenants, conditions and restrictions.

1. Declarant hereby covenants and declares that the lands within Ridgefield Subdivision 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 Ridgefield lots, and which shall run with the real property and be binding on all parties having right, title or interest in the property more particularly described upon said plat, their heirs, successors and assigns and shall inure to the benefit of each owner.
2. No structures shall be erected on any individual lot shown hereon other than one private single family dwelling with appropriate accessory buildings. Dwellings shall contain a minimum of 1500 square feet of living area, excluding any basement area, and shall be completed within one year from date of commencement of construction.
3. No single wide or double wide mobile homes or trailers will be allowed.
4. No exposed concrete or block foundations shall be permitted.
5. It shall be the responsibility of each individual lot owner to prevent the development of any unclean, unsightly, or unkempt condition of the buildings or grounds of such lots which

shall tend to substantially decrease the beauty of the neighborhood as a whole. Recreational vehicles, unlicensed vehicles, inoperable vehicles shall be housed in a garage or accessory building.

6. 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. No animal shall be permitted to run at large within the subdivision.

7. Each owner shall provide receptacles for garbage and trash in an area not visible to others.

8. No fuel tanks or similar storage receptacles may be maintained so as to be visible to others within the subdivision.

9. No lot may be re-subdivided.

10. 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 a majority of the lot owners is recorded in the Circuit Court Clerk's Office agreeing to amend, modify or terminate the restrictions in whole or in part.

11. 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 to recover damages.

12. Should any covenant or restriction herein contained or any sentence, clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

UTILITY EASEMENTS

All roadway easements shown upon said plat shall be available to the respective lot owners within the subdivision for usage for the installation of utility services to the respective lots as reasonably required. Easements are also reserved fifteen (15') feet in width along the front, side and rear lines of each lot for all utilities for the benefit of the other lots. Other utility easements are shown upon said plat. Utilities from lot lines or existing and proposed aboveground lines to dwellings shall be underground. All new utilities are to be installed underground except the proposed overhead lines as

per recorded easements by Virginia Power (along back of lots 7, 8, 9 and across 11 and back of lot 5).

In witness whereof, the following signatures are made this 25 day of AUGUST, 1997.

Glenn R. Szarzynski (SEAL)
GLENN R. SZARZYNSKI

Cynthia M. Szarzynski (SEAL)
CYNTHIA M. SZARZYNSKI

STATE OF VIRGINIA
AT LARGE, to-wit:

Acknowledged before me, a Notary Public, in and for the State of Virginia, at large, by Glenn R. Szarzynski and Cynthia M. Szarzynski, on this 25 day of AUGUST, 1997.
My Commission Expires: Oct. 31, 2000.

James A. Wilson
Notary Public

INSTRUMENT #970004141
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