

EASTVIEW HOMEOWNERS ASSOCIATION, INC.



ARTICLES OF INCORPORATION, BYLAWS, AND RESTRICTIVE COVENANTS, CONDITIONS AND AMENDMENTS OF EASTVIEW SUBDIVISION

**CONTACT INFORMATION:
P.O. BOX 191 FAIRFIELD, VA 24435**

10-21-2011

ARTICLES OF INCORPORATION
OF
EASTVIEW HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby forms a non-stock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, 1950, as amended, and to that end set forth the following:

ARTICLE ONE

The name of the corporation is EASTVIEW HOMEOWNERS ASSOCIATION, INC. (hereinafter called "the Association").

ARTICLE TWO

The corporation is organized for the purpose of promoting the recreation, health, safety and welfare of the residents within the tract of land containing 173 acres located in Walkers Creek District, Rockbridge County, Virginia, and for this purpose the corporation has the power to: (a) acquire, build, own, operate and maintain the roads, common areas, facilities and other properties within such tract of land; (b) fix assessment to be levied against property owners for the sole purpose of operating and maintaining such common areas, facilities and other properties; and (c) enforce any and all covenants, conditions and restrictions applicable to Eastview Subdivision.

ARTICLE THREE

Every person or entity who is a record owner of a fee or undivided fee interest in a lot in Eastview shall be a member of the Association, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

ARTICLE FOUR

There shall be two classes of voting membership of the Corporation:

Class A. Class A members shall be the record owner, whether one or more persons or entities, of title to any lot which is a part of Eastview, but shall exclude those having such interests merely as security for the performance of an obligation. A Class A member shall be entitled to one vote for each lot in which said member holds an ownership interest. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the developer or its successor as developer, and Class B members shall be entitled to three votes for each lot which it owns in Eastview, provided that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the number of votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on January 1, 1993, unless additional land is annexed and subjected to the Declaration of Covenants, Conditions and Restrictions of Eastview, and in the event the effect of this conversion shall be delayed for two years after any such annexation.

ARTICLE FIVE

The affairs of the Association shall be managed by a board of three (3) directors, who need not be members of the corporation. Three (3) directors shall constitute the initial Board of Directors. Their names and addresses are:

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

Harvey Cox
Napier & Company Realtors
Richmond, VA

James A. Tilson
Tilson Real Estate
28 South Main Street
Lexington, VA 24450

At the first annual meeting, the members shall elect one (1) director for a term of one year, one (1) director for a term of two years, and one (1) director for a term of three years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three years.

ARTICLE SIX

This Association is a non-profit, non-political, non-sectarian organization. No part of any net earnings shall inure to the benefit of any director, officer, or individual, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered. The Association shall not in any way use statements, propaganda, or otherwise attempt to influence legislation, or participate or intervene in any political campaign on behalf of any candidate for public office. The Association shall not discriminate against any person on the basis of sex, race, color, religion, creed, or national origin, with regard to membership, corporate office, hiring policy, its purposes, or any other way. Upon dissolution or final liquidation of the Association, all assets of the Association shall, after payment of its indebtedness, be transferred or distributed to an organization or organizations having an appropriate exemption status under the provisions of Section 501(c)(3) of the Internal Revenue Code, as amended, or as it may hereafter be amended. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the Properties unless made in accordance with the provisions of such covenants and deeds.

ARTICLE SEVEN

The name of the initial registered agent is Thomas C. Spencer, who is a resident of Virginia and a member of the Virginia State Bar, and whose

business office is identical with the initial registered office. The post office address of the initial registered office is 31 West Washington Street, Lexington, VA 24450, which is located in the City of Lexington, Virginia.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of November, 19 90.

Bruce W. Clark
Bruce W. Clark

Reba E. Clark
Reba E. Clark

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 E. CLARK.

My commission expires: December 31, 1993

Sandra J. Clark
Notary Public

BYLAWS
OF
EASTVIEW HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - OFFICES

The principal office of the corporation in the State of Virginia, shall be located in the City of Lexington. The corporation may have such other offices, either within or without the State of incorporation, as the board of directors may designate, or as the business of the corporation may, from time to time, require.

ARTICLE II - MEMBERS

1. QUALIFICATION

Every person or entity who is a record owner of a fee or undivided fee interest in a lot in Eastview shall be a member of the Association, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2. VOTING

There shall be two classes of voting membership of the corporation:

Class A. Class A members shall be the record owner, whether one (1) or more persons or entities, of title to any lot which is a part of Eastview, but shall exclude those having such interests merely as security for the performance of an obligation. A Class A member shall be entitled to one (1) vote for each lot in which said member holds an ownership interest. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. Class B members shall be the developer or its successor as developer, and Class B members shall be entitled to three (3) votes for each lot which it owns in Eastview, provided that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the

number of votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or, (b) on January 1, 1993, unless additional land is annexed and subjected to the Declaration of Covenants, Conditions and Restrictions of Eastview, and in the event the effect of this conversion shall be delayed for two (2) years after any such annexation.

3. **REGULAR & SPECIAL MEETINGS**

The members of the Association shall meet regularly, once a year on the second (2nd) day of May, beginning in 1992. If the day set for the regular meeting shall be other than a business day, then the annual meeting shall be held on the next following business day. Special meetings may be called by or at the request of a majority of the members, or by any two directors.

ARTICLE III - BOARD OF DIRECTORS

1. **GENERAL POWERS**

The business and affairs of the corporation shall be managed by its board of directors. The directors shall, in all cases, act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with these bylaws and the laws of this State.

2. **NUMBER, TENURE AND QUALIFICATIONS**

The number of directors of the corporation shall be three (3) initially, and shall be elected as follows: at the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and, at each annual meeting thereafter, the members shall elect one (1) director for a term of three (3) years.

3. **REGULAR MEETINGS**

The board of directors shall meet regularly, once a year on the second (2nd) Monday of May, beginning in 1991. If the day set for the regular meeting shall be other than a business day, then the annual meeting shall be held on the next following business day.

4. **SPECIAL MEETINGS**

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE

Regular meetings of the board will be advertised to the directors by written notice by the secretary, no less than seven (7) days prior to each regular meeting. Such notice accomplished to a majority of the board seven (7) days prior to said regular meeting shall constitute notice to all. A waiver of notice by a majority of the board shall constitute a waiver of notice by all, provided that the secretary has made a constructive attempt to notify all. Notice of any special meeting shall be given at least five (5) days previously thereto, by written notice delivered personally or by telegram, or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM

At any meeting of the directors, a majority of the directors shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without further notice.

7. MANNER OF ACTING

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY-CREATED DIRECTORSHIPS AND VACANCIES

Newly-created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause, may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

9. REMOVAL OF DIRECTORS

Any or all of the directors may be removed for cause by vote of the members or by action of the board. Directors may be removed without cause only by vote of the members.

10. RESIGNATION

A director may resign at any time, by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION

No compensation shall be paid to directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance at each regular or special meeting of the board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

12. PRESUMPTION OF ASSENT

A director of the corporation who is present at a meeting of the directors at which action on any corporation matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his written dissent to such action with the person acting as the secretary of the meeting, before the adjournment thereof, or shall forward such dissent by registered mail to the secretary of the corporation, immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

13. EXECUTIVE AND OTHER COMMITTEES

The board, by resolution, may designate from among its members, an executive committee and other committees, each consisting of two or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER

The officers of the corporation shall be a president and a secretary, each of whom shall be elected by the directors. Such other officers and assistance officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE

The officers of the corporation, to be elected by the directors, shall be elected at the annual meeting of the directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or

until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL

Any officer or agent elected or appointed by the directors may be removed by the directors whenever, in their judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors, for the unexpired portion of the term.

5. PRESIDENT

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall, in general, supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the members and of the directors; and, in general, shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors, from time to time.

6. SECRETARY

The secretary shall keep the minutes of the directors' meetings, in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws, or as required; be custodian of the corporate records and of the seal, if any, of the corporation; keep a register of the post office address of each member, which shall be furnished to the secretary by such member; and, in general, perform all duties incident to the office of secretary, and such other duties as from time to time may be assigned to him by the president or by the directors.

ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. CONTRACTS

The directors may authorize any officer, officers, agent, or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name

unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall, from time to time, be determined by resolution of the directors.

4. DEPOSITS

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the directors may select.

ARTICLE VI - FISCAL YEAR

The fiscal year of the corporation shall begin on the first (1st) day of January, in each year.

ARTICLE VII - SEAL

Eastview Homeowners Association, Inc., has no corporate seal. Where such documentation is called for, the secretary is empowered to write the word "Seal", with appropriate encircling flourishes in handwriting.

ARTICLE VIII - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the corporation, under the provisions of these bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX - AMENDMENTS

These bylaws may be altered, amended or repealed, and new bylaws may be adopted by a vote of the directors, at any annual directors' meeting or at any special directors' meeting

when the proposed amendment has been set out in the notice of such meeting.

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 24435

(3) Harvey Cox
Napier & Company Realtors
Richmond, VA

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.

MODIFICATION OF RESTRICTIVE COVENANTS
FOR
EASTVIEW SUBDIVISION

12 92-91

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 W. 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*

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:

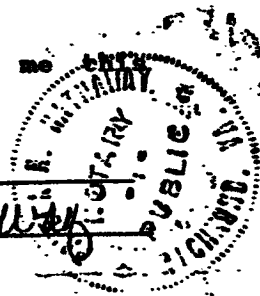
The foregoing instrument was acknowledged before me this
10th day of May, 1991, by BRUCE W. CLARK.

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

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

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

My commission expires: 12/31/93
Parula J. Stittman
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 CIRCUIT COURT OF
ROCKINGHAM COUNTY

The foregoing instrument of writing was presented in this office,
and with the certificate of acknowledgment thereto annexed,
is admitted to record at 2:06 o'clock PM on the
13 day of May 1991

State Tax \$ _____ County Tax \$ _____ City Tax \$ _____

I certify that taxes imposed by Section 58-2-1 of the Code of
Virginia, when applicable, have been paid in the amount of
\$ _____

ATTEST: Bruce Peterson CLERK

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

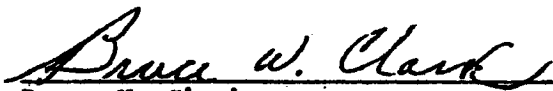
WHEREAS, it is the desire herein to appoint new members to the Architectural Committee to fill the unexpired terms of the said Harvey Cox and James A. Tilson;

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
Renita Gaye Clark

James L. Clark and Renita 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 Gaye Clark (SEAL)
Renita Gaye 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~~, ^{February, 1992} ~~1991~~, by Renita Gaye Clark.

My commission expires: December 31, 1993.

Sandra J. Clark
Notary Public

**THIRD AMENDMENT TO THE RESTRICTIVE COVENANTS
OF
EASTVIEW SUBDIVISION**

Tax Map Numbers

039000260000010	039000260000020	039000260000030
03900026000004A	03900026000004B	039000260000050
039000260000060	039000260000070	039000260000080
039000260000090	039000260000100	039000260000110
039000260000120	03900026000013A	03900026000013B
039000260000140	03900026000014A	039000260000150
039000260000160	03900026000016A	039000260000170
03900026000017A	039000260000180	039000260000190
039000260000200	039000260000210	

WHEREAS, on the 11th day of December, 1990, there was recorded in the Clerk's Office of the Circuit Court of Rockbridge County, Virginia, in Plat Cabinet 1 at Slide 551 and 552 the Restrictions, Covenants and Conditions of the EastView Subdivision ; and

WHEREAS, on the 13th day of May, 1991, there was recorded in the aforesaid Clerk's Office in Deed Book 477 at Page 217 an Amendment to the Restrictive Covenants of EastView Subdivision; and

WHEREAS, on the 11th day of February, 1992, there was recorded in the aforesaid Clerk's Office in Deed Book 487 at Page 721 a Second Amendment to the Restrictive Covenants of EastView Subdivision ("The Original Covenants and the two Amendments thereto shall hereinafter be referred to as the "Restrictive Covenants");

WHEREAS, the current owners of EastView Subdivision have unanimously determined to modify the Restrictive Covenants as follows and have authorized the President of the EastView Homeowners Association to execute this modification.

