

RESTRICTIVE COVENANTS

BK704 PG0550

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Fairway Hills, a Virginia Limited Partnership, is the owner and proprietor of certain lots of land situate in the City of Harrisonburg, Rockingham County, Virginia, and shown and designated on plats entitled "FAIRWAY HILLS SUBDIVISION, SECTION III" dated December 12, 1983, and made by Beverly W. Suter, Licensed Professional Engineer, which plats are to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, immediately prior to the recordation hereof;

WHEREAS, the aforesaid owner and proprietor of the aforesaid lots of land, in order to insure purchasers of said lots in uniform mode of development, desires that all of the lots in said Section, but specifically excluding all other lands of the Grantor, be sold subject to the following restrictions, conditions, covenants, limitations and easements;

NOW, THEREFORE, Fairway Hills covenants and agrees for itself, its successors and assigns, that each and every one of said lots shown on said plats shall be sold and held by the purchasers thereof, their heirs, successors, devisees and assigns, subject to the following restrictions, conditions, covenants, limitations and easements which shall run with the title to said lots, to-wit:

1. The aforesaid lots shall be used for no purpose except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, and such other outbuildings as may be approved by the Architectural Control Committee hereinafter provided.
2. No building or other improvement shall be erected, placed, or altered on any of said lots until construction plans and specifications and a plat showing the location of the structure have been submitted in writing and approved by the Architectural Control Committee as to external design and materials, harmony of external design with existing structures, and as to location on the lot. No fence or wall shall be erected, placed or altered on any of said lots unless similarly approved.

3. The Architectural Control Committee hereinaabove referred to is composed of the General Partners of Fairway Hills, a Virginia Limited Partnership. A majority of the Committee may designate one or more lot owners in said Section III to act for it. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative, or representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the covenants herein provided shall be deemed to have been fully complied with. Upon the termination of said partnership, the Architectural Control Committee consisting of at least three in number shall be elected by the record title owners of all lots in said Fairway Hills Subdivision, Section III, each lot having one vote in such election. Such election may be called by any one lot owner in such Subdivision by the giving of thirty (30) days written notice to all other lot owners at the address then listed with the Treasurer of the governmental subdivision having real estate taxing jurisdiction over said Subdivision.

4. 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 its discretion. Said Committee shall not be bound to approve any proposed buildings and improvements solely because such comply with the other restrictions and covenants herein contained or are equal in cost or value to buildings and 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 any of said lots other than as provided in Paragraph 1 above.

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5. The ground floor area of any dwelling permitted on any of said lots, exclusive of one-story porches and garages, shall be not less than sixteen hundred (1,600) square feet for a one-story dwelling, nor less than one thousand (1,000) square feet for a one and one-half story, two-story, or two and one-half story dwelling.
 6. The Architectural Control Committee shall be privileged, in its absolute discretion, to specify building setback lines from any street upon which any of said lots abut, but such setbacks shall meet the minimum requirements of the Harrisonburg City Subdivision Ordinance.
 7. No dwelling having a flat roof shall be constructed upon any of said lots.
 8. 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 used by the builder to advertise the property during construction. One sign not exceeding one-half (1/2) square foot displaying the name of the owner of the property shall be permitted on any of said lots.
 9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
 10. None of said lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary and closed containers, and all incinerators or other containers shall be appropriately screened from view from any street or road on which any of said lots front. No motor vehicle shall be kept on any lot unless it bears a current inspection sticker.
 11. No individual sewage disposal system shall be permitted on any of said lots.
 12. No dwelling shall be permitted to be erected on any of said lots unless adequate provisions for off-street parking for at least three (3) vehicles be provided upon such lot.

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13. No trailer, basement, tent, shack, barn or other outbuilding ~~erected on any~~ of 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 trailer shall be permitted on any of said lots at any time. No camping trailer, travel trailer, boat, or boat trailer shall be permitted to be parked upon said lots unless within a structural enclosure upon said lot.
 14. No residence shall be permitted on any of said lots with any type of exterior finish except brick, wood siding or wood shingles, a sample of which shall be submitted to the Architectural Control Committee for approval before construction.
 15. No lot or portion of any lot shall be used as an accessway or right of way for ingress or egress to any lot, piece or parcel of land within said subdivision, or any other lot, piece or parcel of land, without the prior written consent of the Architectural Control Committee of Fairway Hills, or its successors or assigns.
 16. None of said lots shall 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 and to Fairway Hills.
 17. Easements for drainage and for the installation, repair, replacement and maintenance of underground water and sewer pipes and mains and for overhead or underground electric power and telephone lines are reserved to Fairway Hills, over, through and across the strips of land designated as drainage and utility easements on the aforesaid plats. Such easements are expressly reserved to the use of Fairway Hills, and no third party shall be or 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 Fairway Hills 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 Fairway Hills 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. These restrictions, conditions, covenants, limitations and easements shall run with the title to the land and shall be binding upon all parties owning said lot and all persons claiming under them until January 1, 2004, at which time they shall be automatically renewed for five (5) successive additional ten (10) year periods unless sooner terminated by the written consent of all parties in interest.

19. The failure on the part of the Grantor to enforce any restrictions herein contained shall in no event be deemed the waiver of the right to do so thereafter as the same breach or as to one occurring prior or subsequent thereto.

Enforcement shall be by proceedings by any lot owner in said subdivision at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages therefor.

Invalidation of any one of the provisions of this instrument by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Fairway Hills, a Virginia Limited Partnership, has caused its name to be hereunto affixed this 31st day of January, 1984.

FAIRWAY HILLS, a Virginia Limited Partnership

By: Henry C. Clark (SEAL)
General Partner

COMMONWEALTH OF VIRGINIA, at-large
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me this 31st day of January, 1984, by HENRY C. CLARK, General Partner of Fairway Hills.

My commission expires: February 6, 1987

Mary Lee Irving
Notary Public

(5)

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County. The foregoing instrument was this day presented in the office aforesaid, and is, together with the certificate of acknowledgment annexed, admitted to record this 21 day of Feb, 1984 at 9:18 A.M. I certify that taxes were paid when applicable:
Sec. 58-53 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 38.00 TESTE
L. WAYNE HARPER
CLERK

Deed Book No. 704 Page 533

FAIRWAY HILLS SUBDIVISION

SECTION III

OWNER'S CONSENT AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE SUBDIVISION OF THE LAND AS shown on this plat, containing 38.56 acres, more or less, and designated as Fairway Hills subdivision, Section III, situated in the City of Harrisonburg, Virginia, is with free consent and in accordance with the desires of the undersigned owners thereof; that all streets shown on said plat are hereby dedicated to the public use; that all easements indicated by shaded areas and/or lines, are Permanent Easements, until and unless revoked and rescinded by approved legal documents, and are dedicated for the purpose of installation, service, and maintenance of roadway slopes, drainage facilities and structures, and utilities, by the authorities, government or otherwise, having jurisdiction and authority for their installation and maintenance; that all lots within the subdivision are subject to certain restrictions, reservations, stipulations and covenants, as contained in a writing executed by the undersigned, and recorded in the Clerk's Office of Rockingham County; the said 38.56 acres, of land hereby subdivided, having been conveyed in two (2) parcels, to Fairway Hills, a limited partnership. Parcel No. 1 containing 25.168 acres, more or less, being a part of that land conveyed by Cletus E. Houff and Charlotte R. Houff by deed dated March 4, 1971 and recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 393, page 803. Parcel No. 2, containing 13.390 acres, more or less, being conveyed by Wreatha C. Boyers by deed dated August 1, 1979 and recorded in the aforesaid Clerk's Office, in Deed Book 559, page 429.

Given under our hands and seals, this 21ST day of DECEMBER, 1983.

Fairway Hills, a limited partnership

Henry C. Clark (SEAL)
Henry C. Clark, Atty. 92 N. Liberty ST.

E. Warren Denton (SEAL)
E. Warren Denton, P. O. Box 1086

Dr. Joseph E. Gardner (SEAL)
Dr. Joseph E. Gardner, 1031 S. Main St.

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

The foregoing instrument was acknowledged before me this 22nd day of December, 19 83, by _____

Henry C. Clark

My commission expires: 2/6/87

Mary Lee Swing
Notary Public

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

The foregoing instrument was acknowledged before me this 22nd day of December, 19 83, by Dr. Joseph E. Gardner

My Commission expires: February 6, 1987

SHEET NO. 1 OF 17

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

The foregoing instrument was acknowledged before me this 22nd day of December, 19 83, by _____

E. Warren Denton

My commission expires: 2/6/87

Mary Lee Swing
Notary Public

Mary Lee Swing
Notary public