

REVISED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BLUE STONE HILLS SUBDIVISION, SECTION I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Blue Stone Land Company, Inc., a Virginia corporation, is the owner and proprietor of certain lots of land situate in the City of Harrisonburg, Rockingham County, Virginia, and shown and designated on a plat entitled "BLUE STONE HILLS SUBDIVISION, SECTION I", dated November 10, 1987, and made by J. R. Copper, Jr., Certified Land Surveyor, which plat was recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, on November 20, 1987;

WHEREAS, the aforesaid owner and proprietor of the aforesaid lots of land desires to revise the Declaration of Covenants, Conditions and Restrictions of Blue Stone Hills Subdivision, Section I, which was recorded in the aforesaid Clerk's Office on November 20, 1987, and hereby supercedes the prior Declaration by the recordation of this Revised Declaration of Covenants, Conditions and Restrictions of Blue Stone Hills Subdivision, Section I.

WHEREAS, the aforesaid owner and proprietor of the aforesaid lots of land, in order to insure purchasers of said lots a uniform mode of development and in order to keep the subdivision desirable and suitable in architectural design and use, and to enhance and protect the value, desirability, and attractiveness of the property, desires that all of the lots in said subdivision, but specifically excluding all other lands or property of the Grantor, be sold subject to the restrictions, conditions, covenants, limitations, and easements as hereinafter set forth.

WHEREAS, Michael L. Layman and Phillip C. Stone, as Trustees under a Deed of Trust dated August 14, 1987, from Blue Stone Land Company, Inc., said Deed of Trust recorded at Deed Book 862, at Page 644 in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, and at the

request and direction of the beneficiaries, Bill V. Neff and Henry P. Deyerle, Trustee under a Trust Agreement dated December 30, 1972, as evidenced by their signatures hereto, do hereby consent to this Revised Declaration of Covenants, Conditions and Restrictions of Blue Stone Hills Subdivision, Section I, and join herein for that limited purpose only.

WHEREAS, George R. Aldhizer, Jr. and Phillip C. Stone, as Trustees under a Deed of Trust dated September 29, 1987, from Blue Stone Land Company, Inc., said Deed of Trust recorded at Deed Book 872, at Page 569 in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, and at the request and direction of the beneficiary, Dominion Bank of Shenandoah Valley, National Association, as evidenced by its signature hereto, do hereby consent to this Revised Declaration of Covenants, Conditions and Restrictions of Blue Stone Hills Subdivision, Section I, and join herein for that limited purpose only.

NOW, THEREFORE, the aforesaid owner and proprietor hereby declares that all of the lots in said subdivision shall be held, sold, and conveyed subject to the restrictions, conditions, covenants, limitations and easements as hereinafter set forth and that these restrictions, conditions, covenants, limitations and easements shall run with the title to said lots and shall be binding on all purchasers thereof, and on their heirs, successors, devisees, and assigns and on all parties having or acquiring any rights, title, or interest in the described lots, and shall inure to the benefit of each owner thereof.

ARTICLE I

All lots of said subdivision shall be held, sold and conveyed subject to the following restrictions, conditions, covenants, limitations and easements, to-wit:

1. No lot in the subdivision shall be used for any purpose other than single-family residential, multi-family residential, or business purposes. As used herein, "business purpose" is defined to mean use as professional offices or other such appropriate business use, providing such use is permissible under applicable zoning ordinances and regulations, having due regard for the predominantly residential character of the neighborhood. Lots 3 through 31, inclusive, shall only be used for single-family residential purposes and shall be subject to the additional restrictions, conditions, covenants, limitations and easements set forth in

Article II hereof. Lots 1 and 2, and Lots 32 through 39, inclusive, may be used for single-family residential, multi-family residential, or business purposes; provided, that if any of said lots be used for construction of a detached single family dwelling, then such lots shall be subject to the additional restrictions, conditions, covenants, limitations, and easements set forth in Article II hereof.

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 Review Committee as to external design and materials, harmony of external design with existing structures, and as to location on the lot. No fence, wall, or sign of any kind shall be erected, placed, or altered on any of said lots until similarly approved. No landscaping of patios or yards visible from the street not involving the use of natural plants, grass, trees, or shrubs, and which does not involve the use of synthetic materials, or concrete, rock, or similar materials, shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Architectural Review Committee. Said Architectural Review Committee shall have full site plan approval.

3. The Architectural Review Committee hereinabove referred to is composed of three (3) persons designated by the Board of Directors of Blue Stone Land Company, Inc., a Virginia corporation. A majority of the Committee may designate a representative to act for it. The Architectural Review Committee's approval or disapproval as required in these Covenants shall be in writing. In the event that the Committee or its designated representative 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 will be deemed to have been fully complied with. At such time as Blue Stone Land Company, Inc. chooses, or, in any event no later than ten (10) years from the date on which the last of all the lots of the subdivision known as Blue Stone Hills Subdivision, Section 1 is sold by said corporation, the Architectural Review Committee shall consist of at least three (3) in number, each of whom shall be a resident of the subdivision, elected by the record title owners of all lots in said subdivision, each lot having one (1) 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 addresses then listed with the Treasurer of the governmental subdivision having real estate taxing jurisdiction over said subdivision.

4. The aforesaid Architectural Review Committee shall have full, absolute and complete discretion to approve or disapprove proposed buildings and improvements on any of said lots, and 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 said lots other than as provided in Paragraph 1, above.

5. The Architectural Review Committee shall have absolute discretion to specify building setback lines from any street upon which any of said lots abut, providing said minimum requirements comply with the minimum requirements prescribed by the governmental body having jurisdiction over the real estate.

6. 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.

7. 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.

8. 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, or other recreational vehicle, or boat shall be permitted to be parked upon any of said lots unless within a structural enclosure

upon said lot. No large commercial vehicles shall be permitted.

9. No more than two (2) unrelated persons shall occupy any dwelling or dwelling unit on any of the lots in the subdivision. As used herein, "unrelated persons" shall mean persons unrelated by either blood, adoption, or marriage.

10. None of said lots shall be resubdivided 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 Review Committee. The right to approve such resubdivision of such lots and to relocate lot lines of any unsold lots is reserved to Blue Stone Land Company, Inc., and the Architectural Review Committee.

11. No lot or portion of any lot shall be used as an access way 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 Review Committee, or its successor or assigns.

12. 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 Blue Stone Land Company, Inc., over, through and across the strips of land designated as drainage and utility easements on the aforesaid plat. Such easements are expressly reserved to the use of Blue Stone Land Company, Inc., 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 Blue Stone Land Company, Inc., 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 Blue Stone Land Company, Inc. 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.

13. No dwelling, building, or other structure having a flat roof shall be constructed upon any of said lots.

14. No building or other structure of any kind in excess of three (3) stories in height shall be erected on any lot in the subdivision.

15. The exterior of any dwelling or building being constructed on any of said lots, and the surfacing of any driveway on said lot, shall be completed within nine (9) months from the commencement of construction.

16. Any water drainage or detention system traversing or abutting any lot or lots of said subdivision shall be maintained by the owner or owners of such lots.

17. All chimneys on all dwellings or other buildings constructed on said lots shall be equipped with suitable spark arrestors, screens, or other spark detention devices, all of which must be approved by the Architectural Review Committee.

18. No satellite receiving devices of any kind shall be erected on any lot or on any structure located thereon.

19. With respect to those lots where such uses are permissible, any multi-family residential or business use of any such lot shall be further subject to all zoning restrictions and regulations applicable to said property.

20. No noxious or offensive use or activity shall be carried on upon any lot, nor shall any practice be engaged in by the owners of the lots, their tenants, agents, guests or assigns, that shall become an annoyance or nuisance to the neighborhood.

ARTICLE II

In addition to the restrictions, conditions, covenants, limitations and easements enumerated in Article I hereof, Lots 3 through 31, inclusive, shall be held, sold and conveyed subject to the following further restrictions, conditions, covenants, limitations and easements, to-wit:

1. Each lot shall be used for single-family residential purposes and for no other purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half stories in height and a private garage for not more than three (3) cars, and such other outbuildings as may be approved by the Architectural Review Committee.

2. The ground floor area of any dwelling, exclusive of porches, garages and breezeways, shall not be less than two thousand (2,000) square feet for a one-story dwelling, nor

less than twelve hundred (1,200) square feet for a dwelling of more than one-story.

3. 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.

4. 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.

5. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Architectural Review Committee, building site and driveway excluded, unless located within ten (10) feet of the approved site for such building. No trees shall be removed from any lot without the consent of the Architectural Review Committee until the owner shall be ready to begin construction. Brush and dead trees may be removed from the lot area at any time. No trees growing within ten (10) feet of the side or rear line of any lot shall be cut or removed in any manner; however, trees growing within said ten (10) feet may be limbed up from the ground to a reasonable height and in a manner to avoid killing said trees.

ARTICLE III

The restrictions, conditions, covenants, limitations and easements set forth in this Revised Declaration, including all Articles hereof, shall run with the title to the land, shall be binding upon all parties owning said lots and all persons claiming under them until January 1, 2010, 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.

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

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 violation or to recover damages, or both.

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, Blue Stone Land Company, Inc., a Virginia corporation, has caused its name to be hereunto affixed this 6th day of December, 1987.

BLUE STONE LAND COMPANY, INC.

By: Emerald M. James (SEAL)

Its: Secretary

Michael L. Dayman (SEAL)
Michael L. Dayman, Trustee

Phillip C. Stone (SEAL)
Phillip C. Stone, Trustee

Bill V. Neff (SEAL)
Bill V. Neff

Henry P. Deyerle (SEAL)
Henry P. Deyerle, Trustee under a Trust Agreement dated December 30, 1972

George R. Aldhizer, Jr. (SEAL)
George R. Aldhizer, Jr., Trustee

Phillip C. Stone (SEAL)
Phillip C. Stone, Trustee

DOMINION BANK OF SHENANDOAH VALLEY,
NATIONAL ASSOCIATION

By: Ann E. [Signature] (SEAL)

Its: Officer President

STATE OF VIRGINIA
CITY/COUNTY OF Rockingham

The foregoing instrument was acknowledged before me
in the jurisdiction aforesaid this 8th day of December,
1987 on behalf of BLUE STONE LAND COMPANY, INC. by
Crest M. James, its Secretary.

My commission expires: 10/19/90

[Signature]
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Harrisonburg

The foregoing instrument was acknowledged before me
in the jurisdiction aforesaid this 9th day of December,
1987 by MICHAEL L. LAYMAN, TRUSTEE.

My commission expires: July 28, 1989

[Signature]
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Harrisonburg

The foregoing instrument was acknowledged before me
in the jurisdiction aforesaid this 2nd day of December,
1987 by PHILLIP C. STONE, TRUSTEE.

My commission expires: 11-13-89

[Signature]
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF HARRISONBURG

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 4th day of Dec., 1987 by BILL V. NEFF.

My commission expires: June 14 1988

Laura M. Conner
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Harrisonburg

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 3rd day of Dec., 1987 by HENRY P. DEYERLE, Trustee under a Trust Agreement dated December 30, 1972.

My commission expires: July 28, 1989

Laura R. O'Leary
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Harrisonburg

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 8th day of Dec., 1987 by GEORGE R. ALDIZER, JR. TRUSTEE.

My commission expires: 5/27/91

Margaret W. Robinson
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Harrisonburg

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 2nd day of December 1987 by PHILLIP C. STONE, TRUSTEE.

My commission expires: 11-13-89

Jennifer A. Whittel
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Harrisonburg

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 7th day of December, 1987 on behalf of DOMINION BANK OF SHENANDOAH VALLEY, NATIONAL ASSOCIATION by Henry E. Hawkins, its Vice President.

My commission expires: 10-10-91

Maria E. Ford
Notary Public

RDW/mh
PCS/C3985/1/AG0

RECORDED
CIRCUIT COURT OF ROCKINGHAM COUNTY
L. WAYNE HARPER
2:57 45 DEL 10 87

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 10 day of Dec, 1987 at 10:10 AM. I certify that

taxes were paid when applicable:
Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 1700 TESTE

L. WAYNE HARPER
CLERK

Deed Book No. 880 Page 632