

RESTRICTIVE COVENANTS OF THE STAGECOACH CROSSING SUBDIVISION

The intent and purpose of the following covenants is to create and maintain a pleasant, attractive and complimentary residential and agricultural neighborhood for the benefit of its residents and the community. The following restrictive covenants shall apply to Lots 1 through 15 and the 7.82 acres parcel in the Stagecoach Crossing Subdivision as described on a plat prepared by Dorsey Surveying, P.L.C. dated May 16, 2003.

1. All lots shall be used for residential purposes only. 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. No lot shall be subdivided. A garage, guest cottage, barn, shed or tool house may be constructed of quality approved exterior materials. One (1) story home shall contain not less than 2000 square feet of living area, exclusive of garages, porches, breezeways, patios or basement. Two (2) story home shall contain not less than 1,500 sq. feet. of living area on the first level and a total of no less than 2,250 sq. feet. No mobile, trailer, manufactured, modular or pre-fabricated dwellings shall be erected or used on any lot. No building may be erected upon any lot with exterior walls or foundations consisting of or covered by exposed or painted cinderblock; asphalt sheet or asbestos shingle siding; artificial brick or stone siding, or aluminum siding. Exterior shall be brick, stone, drivet, wood siding or concrete board. All structures shall have no less than a 6/12 roof pitch.
2. No building, satellite systems or any other exterior structures or improvements shall be erected or altered on any lot until the construction plans, specifications, a plan showing the location of the structure, and a plan showing the landscape design have been filed with and approved by the Architectural Control Committee with regards to the quality of workmanship and materials, harmony of exterior design with existing structures, and the location with respect of topography and finish grade elevation.

3. The Architectural Control Committee is composed of the following three (3) persons:

Russell D. Fleshman

Mary M. Fleshman

G. Otis Mead, III

The majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services pursuant to this Covenant. At any time, the then recorded owners of eighty percent (80%) of the lots shall have to power through a duly recorded written instrument to change the membership of the Committee.

4. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

5. 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. Excessive noise at unreasonable hours and illumination constituting an annoyance to the neighborhood are prohibited. Outdoor lighting must be approved prior to installation. Outdoor mercury lights will not be permitted.

6. No structure or temporary character, trailer, tent, shed, 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 this lot shall be completed within one year from the time the first building permit is issued by the appropriate public authority to the owner or contractor of the residence.

7. No sign or any kind shall be displayed to the public view on the 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.
8. No animals, hogs, livestock, or poultry of any kind shall be raised, bred, or kept on the 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. No kennels are permitted. Some variance may be allowed for Lots #11, #12 and the 7.82 acres parcel due to the amount of acreage in these lots, if approved by the Architectural Control Committee (i.e. horses).
9. 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 the 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.
10. No swimming pool of the portable type which can be dismantled and moved and which has walls or sides of more than 24 inches in height shall be installed or used on these lots.
11. Radio towers, TV antennae, or satellite dish may be permitted only upon written approval of the Architectural Control Committee. Satellite dishes shall be located in an inconspicuous location and shall not be larger than 3 feet in diameter.
12. No trailer, trucks, mobile homes, buses or boats shall be parked or stored on the lot closer to the front property line than the building line of the house constructed on said lot and shall be screened from view from adjoining property. No inoperable or unlicensed motor vehicle or parts thereof may be stored or placed on any lot unless stored out of sight in an approved structure.

13. Chain link fences and barbed wire fences are expressly prohibited from the subdivision. All fences shall be constructed of picket, board or rail material at a height not to exceed five (5) feet.
14. Common road maintenance of the private roadway through the subdivision must be shared equally by all lot owners. Lots #12 - 15 will be excluded from the common road maintenance. An Association of lot owners (developers will be included until 80% of the lots are sold) will be formed for the purpose of road maintenance and they in turn will set an annual maintenance fee commensurate with the annual cost of maintaining the road.
15. All utilities in the subdivision shall be installed underground. All lots shall have an easement through the private roadway for ingress and egress and for the installation of underground utilities. All lots shall be subject to an easement for the installation and maintenance of underground utilities for any lot in the subdivision. Such easement shall be fifteen (15) feet on either side of any boundary line.
16. No structure of any kind shall be built within sixty-five (65) feet of any front boundary line nor within fifty (50) feet of any side boundary.
17. No fuel tanks or similar storage receptacles may be maintained so as to be visible to others within the subdivision. Propane gas tanks must be buried if used.
18. Lots are to be properly maintained by their owners in such a manner that they contribute to the overall aesthetic quality of the neighborhood. Open areas of vacant lots are to be mowed at least twice during the growing season.
19. Each of these covenants 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 owners of 80% of the lots in the subdivision.

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 lots.
21. Every covenant and condition herein imposed may be enforced by the Grantor or Grantor's assignee by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate to violate the same to prevent or rectify such violation or to recover damages therefore. 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 an effect and shall be severable.
22. Mailboxes and mailbox posts for each building lot in the subdivision will be uniform and will be provided and installed by the seller. The buyer will be responsible for the cost of materials and for securing the "911" address for the lot.
23. Exterior clothes lines are prohibited.

7/21/03
Date

Russell D. Fleshman (Seal)
Russell D. Fleshman, Owner

7/21/03
Date

Mary M. Fleshman (Seal)
Mary M. Fleshman, Owner

Notice and Disclosure
of
Property Owner's Association
for
Stagecoach Crossing
Rockbridge County, Virginia

Stagecoach Crossing Property Owner's Association is yet to be incorporated, with the intention of incorporation to be completed no later than the sale of 80% of the recorded fifteen (15) lots.

The maintenance of High Ridge Drive shall be the responsibility of the owners and developers, Russell D. Fleshman and Mary M. Fleshman, or their successors of ownership until nine (9) lots served by High Ridge Drive have been sold.

Until such time as a Stagecoach Crossing Property Owner's Association is incorporated, the Restrictive Covenants of the Stagecoach Crossing Subdivision, as recorded in Rockbridge County, Virginia, Plat Cabinet 3, Slide 415, along with amendment of new section 24, shall be the sole governing covenants thereto.

12/15/03
Date

Russell D. Fleshman
Russell D. Fleshman

12/15/03
Date

Mary M. Fleshman
Mary M. Fleshman

AMENDMENT TO THE RESTRICTIVE COVENANTS OF
THE STAGECOACH CROSSING SUBDIVISION

The intent and purpose of this amendment to the restrictive covenants of the Stagecoach Crossing Subdivision is to place restrictive covenants on the open space containing 25.04 acres as shown on a plat of the subdivision. The plat of the subdivision is recorded in Rockbridge County, Virginia, Plat Cabinet 3, slide 417. The restrictive covenants of the Stagecoach Crossing Subdivision are recorded in Plat Cabinet 3, slide 415. The covenants are amended to add a new Section 24 to the covenants to read as follows:

24. The open space, except as hereinafter provided, shall only be used for agricultural purposes for low intensive farming purposes, such as for livestock, grazing and hay and crop production. No poultry houses or hog operations of any kind, or any intensive farming operations, i.e. high density livestock holding facility, shall be permitted on the open space.

The developers of the subdivision shall have the right to divide the open space containing 25.04 acres into four separate parcels none of which shall contain less than four acres. The division of the open space shall be restricted to single family residences only.

Except as stated in this amendment to the restrictive covenants, all lots divided from the 25.04 acres shall be bound by the restrictive covenants of the Stagecoach Crossing Subdivision recorded in Plat Cabinet 3, Slide 415.