

## RESTRICTIVE COVENANTS

FOR  
55.459 ACRES  
TAX PARCEL TM 0970000A0000021A  
ROCKBRIDGE COUNTY, VIRGINIA

### DECLARATION OF INTEREST AND PURPOSE:

The intent and purpose of these restrictive covenants is to create and maintain a pleasant, attractive and complimentary residential neighborhood for the benefit of any of its residents and the surrounding community.

### RESTRICTIVE COVENANTS:

1. This parcel may not be subdivided into any more than five (5) lots. There will be no further subdividing of any of those lots even for a family subdivision. All lots will be for residential use and only one single family dwelling may be erected upon any one lot.
2. Each one-story dwelling shall contain a minimum of 1500 square feet of floor space on the first floor, the minimums are not to include the area of garages, porches, breezeways or patios. A multiple story dwelling shall contain a minimum of 1200 square feet of floor space on the ground floor. No structure of any kind shall be build within one hundred (100) feet of Gingerbread Lane.
3. No building may be erected upon any lot with exterior walls consisting of: exposed or painted cinderblock, asbestos sheet or shingle siding, composition or artificial brick or stone siding. The architectural design of any building or garage shall also be of like material as the dwelling on the lot.
4. Motor homes or campers shall not at any time be used as a temporary or permanent residence except during the period of construction on the lot but in no event beyond ~~one~~ <sup>SMB BCB</sup> two (2) years <sup>[SMB]</sup> year. However, the parking or storage of such vehicles shall be located in an inconspicuous place. Each lot will be restricted to not more than one motorhome or camper. A combination of a motor home and a camper shall constitute a violation of the restrictive covenants.
5. There shall be no fences erected at a height higher than five (5) feet, and all fences shall be constructed of either chain link, picket, board or rail material. Fencing for cattle, horses, and sheep may be of post and wire including barbed wire.
6. Each lot shall be subject to reservation for utility lines and cable TV lines under and across strips of land ten (10) feet in width along the side lines and along the rear line of each building lot, for the installation and maintenance of any utility line for the benefit of any other lot in the development or any extension thereof. Following any such installation or maintenance operation, the surface of the ground shall be restored as nearly as possible to its previous condition by the individual or individuals for whose benefit such operation may have been performed. Any propane or fuel oil tanks shall be buried.
7. All utility service, including but not limited to telephone and power service must be underground.
8. No live chickens, hogs or goats shall be allowed on any lot, nor shall any noxious or offensive trade or activity be carried on thereon, nor shall anything be done thereon which shall be or become an annoyance or nuisance to a good residential neighborhood.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or other structures for the burning of trash and garbage shall be constructed or maintained on any of the lots and burning of trash and garbage is expressly prohibited. All equipment for the storage of trash, garbage and other waste materials shall be kept in a clean and sanitary condition in rear yards only unless below grade and concealed. **two (2) years**
10. Any home started will have to be completed within ~~one (1) year~~ from the date construction [SAC] **SUB FAC** *ct*
11. To trailer, camper, boat or inoperable or unlicensed motor vehicle shall be stored or placed upon any lot herein designated other than by builder during the course of construction, except one that is housed in a garage or similar approved structure in such manner that it is concealed from view from any lot boundary.
12. There shall be no ingress or egress to or from this parcel or any subsequent parcel from Gingerbread Lane. All access must come from Falling Spring Road.
13. There shall be no drainage from this parcel or subsequent parcels onto Gingerbread Lane at any time.
14. That portion of Gingerbread Lane that lies within the parcel's eastern boundary will be forever made available for ingress and egress for those residents of Gingerbread Lane and said residents shall be liable for the repair, maintenance, or replacement thereof in accordance with the Road Maintenance Agreement dated November 1, 2005 and recorded
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded.
16. 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 violations or to recover damage.
17. Invalidation of any one of these covenants by judgment of Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.