

RESTRICTIVE COVENANTS

OF

DOGWOOD ESTATES

DECLARATION OF INTENT AND PURPOSE:

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

RESTRICTIVE COVENANTS:

The following restrictive covenants, easements, reservations and conditions are hereby imposed on and made applicable to lots in Dogwood Estates which subdivision is situate in Kerrs Creek Magisterial District of Rockbridge County, Virginia, and is further described by plat and survey of James D. Dorsey dated April 11, 1990, entitled "Dogwood Estates" which plat is recorded herewith.

1. All lots are restricted to residential uses, and not more than one single family dwelling may be erected upon any one lot.
2. 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. Multiple story dwelling shall contain a minimum of 1200 square feet of floor space on the ground floor.
3. No building may be erected upon any lot with exterior walls consisting of: exposed or painted cinderblock; asbestos sheet or shingle siding, asphalt 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 purpose. However, the parking or storage of such vehicles shall be located in an inconspicuous place. Each log will be restricted to not more than one motor home 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 of higher than 5 feet, and all fences shall be constructed of either chain link, picket, board or rail material.
6. Each lot shall be subject to reservations for utility lines and cable T.V. 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.

7. All utility service, including but not limited to telephone and power service must be underground.

8. No live cattle, 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 said lots and the burning of trash and garbage in the Dogwood Estates Subdivision 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.

10. Any home started will have to be completed within one (1) year from date construction was begun.

11. No trailer, camper, boat or inoperable or unlicensed motor vehicle shall be stored or placed upon any lot herein designated other than by builder during 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. 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 fifteen years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of then-owners of the lots has been recorded two (2) years prior to the expiration of the above prescribed periods, agreeing to change said covenants in whole or in part.

13. 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.

14. Invalidity 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.

Alene R. Huffman (SEAL)
Alene R. Huffman

H. Randolph Huffman (SEAL)
H. Randolph Huffman, by his attorney-in-
fact Alene R. Huffman