Know all men by these presents that the subdivision as shown on this plat containing 9.097 Acres, more or less, and designated as Reherd Acres Subdivision, Unit I, situated in Harrisonburg, Va. is with the free consent and in accordance with the desire of the undersigned owners; that all streets on said plat are hereby dedicated to the Public use and all lots within the subdivision are subject to certain restrictions, reservations, stipulations and covenants as contained in a writing executed by the undersigned date of and recored in the clerk's office of Rockingham Co., Virginia in deed book , page . The said 9.097 Acres of land hereby subdivided having been conveyed to William G. Blose in D.B. 324 Pg. 475, D.B. 345 Pg. 506, and Will Book 20 Pg. 519.

William G. Blose
OWNER

I hereby certify that to the best of my knowledge and belief, all the requirements of the Planning Commission and ordinances of the City of Harrisonburg, regarding the platting of subdivisions within the city have been complied with.

Given under my hand this 10th day of April, 1974

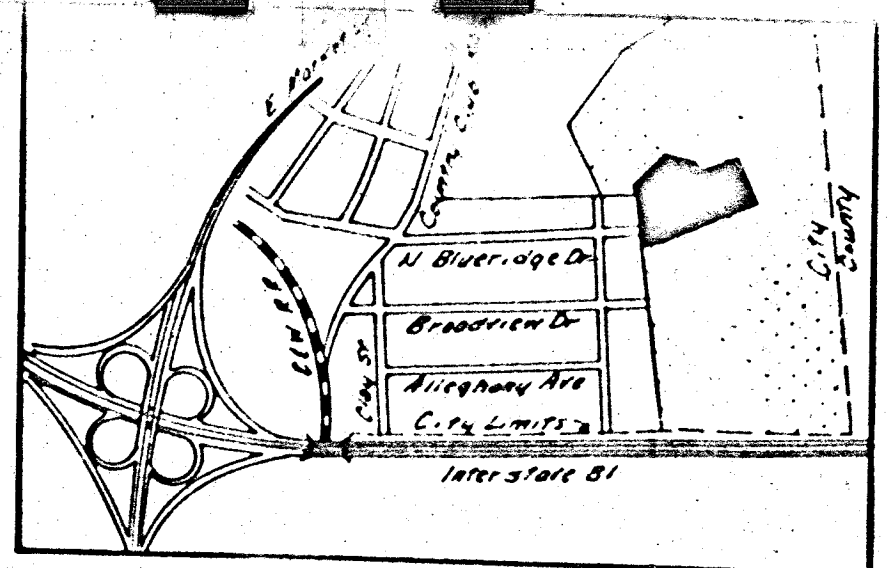
Robert E. Funk
Certified Land Surveyor

This subdivision known as Reherd Acres Subdivision, Unit I is approved by the undersigned in accordance with existing subdivision regulations and may be commited to record.

5/7/74 Carmel W. Wilkerson, Jr.
Date Chairman Harrisonburg Planning Commission

Approved by City Council, Harrisonburg, Va.

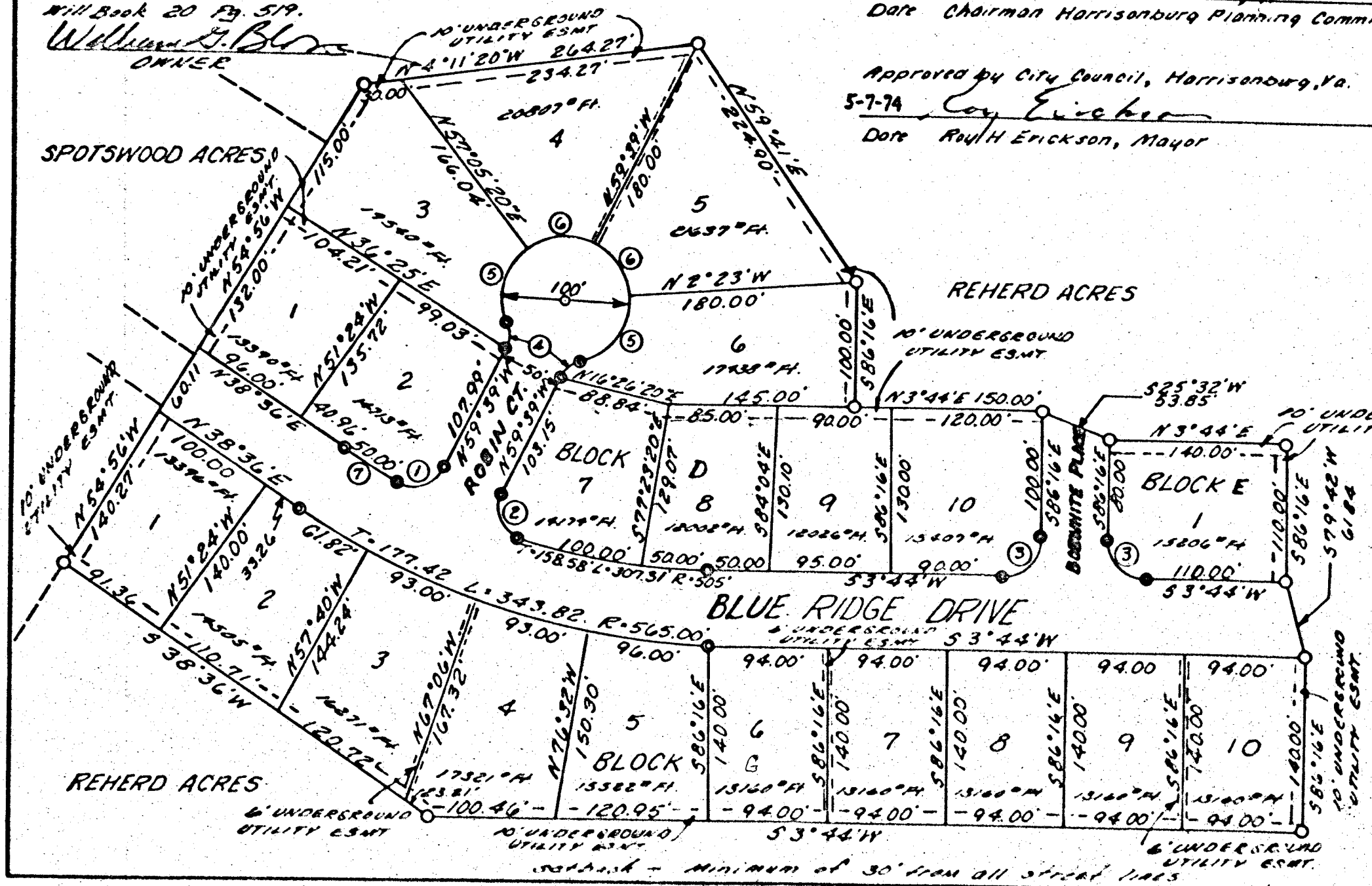
5-7-74 Roy Erickson
Date Roy H Erickson, Mayor



LOCATION MAP

No.	Delta	Length	Radius
1	92°34'38"	42.77'	26.47'
2	99°35'54"	43.58'	25.07'
3	90°00'00"	47.12'	30.00'
4	48°11'12"	21.03'	25.00'
5	74°55'46"	65.38'	50.00'
6	63°15'36"	55.20'	50.00'
7	5°40'22"	50.00'	505.00'

CURVE DATA



MAP OF REHERD ACRES, UNIT I

HARRISONBURG, VIRGINIA

Scale 1"=100'

April 9 1974

R. E. FUNK - C.L.S.

EXAMINED
NOV 15 1974
Delcd 40
L+D
E. Moyers

Book 436 Page 253

DEDICATION OF OWNER

KNOW ALL MEN BY THESE PRESENTS that the subdivision as shown on the plat entitled "Reherd Acres, Unit 1", dated April 3, 1974, containing 9.097 acres, more or less, and designated as Reherd Acres Subdivision, Unit 1, situated in Harrisonburg, Virginia, is with the free consent and in accordance with the desire of the undersigned owner; that all streets on said plat are hereby dedicated to the public use and all lots within the Subdivision are subject to certain restrictive covenants, reservations, and stipulations as contained in a writing executed by the undersigned dated May 13, 1974 and recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book at page . The said 9.097 acres of land hereby subdivided having been conveyed to Reherd Acres, Inc. by William G. Blose and wife, under deed dated April 25, 1974 and recorded in the Clerk's Office aforesaid in Deed Book , at page .

IN WITNESS WHEREOF, Reherd Acres, Inc. has caused its name to be signed by Jack F. DePoy, its President, and its seal to be affixed and attested by Clyde Pugh, its Secretary, this 13th day of May, 1974.

REHERD ACRES, INC.

President

Attest:

Secretary

STATE OF VIRGINIA,

COUNTY OF ROCKINGHAM, to-wit:

The foregoing writing was acknowledged before me this 13th day of May, 1974 by Jack F. DePoy, President of Reherd Acres, Inc., a Virginia corporation, for and on behalf of the said corporation.

My commission expires December 4, 1976.

Notary Public

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Reherd Acres, Inc., a Virginia Corporation, is the owner and proprietor of certain lots of land situate in the City of Harrisonburg, and shown and designated "Reherd Acres, Unit I", dated April 9, 1974, and made by R. E. Funk, Certified Land Surveyor, which plat is 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 a uniform mode of development, desires that all of the lots in said Section, but specifically excluding all other lands of the Grantor and William G. Blose, be sold subject to the following restrictions, conditions, covenants, limitations and easements:

NOW, THEREFORE, Reherd Acres, Inc. covenants and agrees for itself, its successors and assigns, that each and every one of said lots shown on said plat 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 stories in height and a private garage for not more than two 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 hereinabove referred to is composed of the Board of Directors of Reherd Acres, Inc. Said Board may designate a representative 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, 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 completion of the subdivision, the Architectural Control Committee consisting of at least three in number shall be elected by the record title owners of all lots in said Subdivision, each lot having one vote in such election. Such election may be called by any one lot owner in such Subdivision by 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 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 any of said lots other than as provided in Paragraph 1 above.

5. The Architectural Control Committee shall be privileged, in its absolute discretion, to specify buil-

ding setback lines from any street upon which any of said lots abut, but such setbacks shall meet the minimum requirements of the City of Harrisonburg or County of Rockingham.

6. 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.

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 privately for commercial purposes, provided, however, that no animal shall be kept which shall become an annoyance or nuisance to the other residents of said subdivision.

8. 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.

9. No individual sewage disposal system shall be permitted on any of said lots unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of the Department of Health of the Commonwealth of Virginia as said requirements, standards, and recommendations exist from time to time. Approval of any such system as installed shall be obtained from the Department of Health of the Commonwealth of Virginia or from the Department of Health of the political subdivision within which such lot is located. In the event a public sewer system is installed at any future date, available to any lot using an individual sewage system, then such individual sewage system shall be discontinued and the public system used in conjunction with such lot.

10. No dwelling shall be permitted to be erected on any of said lots unless adequate provisions for off-street parking for at least two (2) vehicles be provided upon such lot.

11. 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. Off-street parking space shall be provided for all camping trailers.

12. No residence shall be permitted on any of said lots with any type of exterior finish except brick, wood siding, wood shingles, stone, or any similar type of material, a sample of which shall be submitted to the Architectural Control Committee for approval before construction.

13. No van or truck of over three-quarter (3/4) ton in size shall be permitted to be parked overnight within the subdivision.

14. 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 Reherd Acres, or its successors or assigns.

15. 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 Reherd Acres, Inc.

16. 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 Reherd Acres 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 Reherd Acres 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 Reherd Acres 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 of right of way, a release by Reherd Acres, 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.

17. 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, 1990, 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.

18. 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 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, Reherd Acres, Inc. has caused its name to be signed by Jack F. DePoy, its President, and its seal to be affixed and attested by Clyde Pugh, its Secretary, all by due authority, this 13th day of May, 1974.

REHERD ACRES, INC.

Jack F. DePoy
President

Atteste:

Secretary

STATE OF VIRGINIA,

COUNTY OF ROCKINGHAM, to-wit:

The foregoing writing was acknowledged before me this 13th day of May, 1974 by Jack F. DePoy, President of Reherd Acres,

Inc., a Virginia corporation, on behalf of said corporation.

My commission expires December 4, 1976.

Notary Public

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 14 day of May, 1974 at 9:30 A.M. I certify that taxes were paid when applicable:
Sec. 58-54 - State ..... County ..... City .....
Sec. 58-54.1 - State ..... County ..... City ..... Transfer .....
Recording 15.00 TESTE: GEORGE W. KEMPER, CLERK.

Deed Book No. 436 Page 253

EXAMINED

MAY 29 1974

Mail to
Grantee
P.O. Box 97
Grottoes, Va.
S. Mathias

-7-

THIS DEED, made this 13th day of August, 1973, by and between PAUL W. MAUZY and ANN W. MAUZY, husband and wife, parties of the first part, and JAMES A. WARE and BARBARA P. WARE, husband and wife, parties of the second part,

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the parties of the second part to the parties of the first part, before the execution and delivery hereof and of other good and valuable consideration given, the receipt of all of which is hereby acknowledged, they, the said parties of the first part, do hereby grant and convey with English Covenants of title unto the said JAMES A. WARE and BARBARA P. WARE, husband and wife, as tenants by the entireties with the right of survivorship as at common law, parties of the second part, all those six (6) certain lots or parcels of land, together with improvements thereon, and all rights, privileges, appurtenances and easements thereunto belonging or in anywise appertaining, located in the Town of Grottoes, Stonewall District, Rockingham County, Virginia, and being known and designated as LOTS NOS. 31, 32, 33, 34, 14 and 15, in BLOCK 64, on a Map of the Business Portion of the Town of Grottoes (formerly Shendun), which said Map is duly of record in the Clerk's Office of Rockingham County, Virginia, in Deed Book 38, at Pages 424-5, and being more particularly described according to a survey made by James C. Wilkins, C.L.S., dated September 8, 1972, as follows:

> FIRST, LOTS 31-34 adjoining each other and forming one lot: "BEGINNING at an iron pin set on the eastern side of Dogwood Ave. and on the northern side of 11th St., a corner to old lot 31; thence with the eastern R/W line of Dogwood Ave. N 24° 17' E 120.00 feet to an iron pin set on the southern line of a 60 ft. R/W, a corner to old lot 34; thence with the southern line of said 60 ft. R/W S 65° 41' E 115.00 feet to an iron pin set on the western side

CLARK, BRADSHAW
JOLLY & SMITH
ATTORNEYS AT LAW
92 NORTH LIBERTY STREET
HARRISONBURG, VIRGINIA