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**DECLARATION OF RESTRICTIVE COVENANTS
FOR WILLOW WEST SUBDIVISION
SECTION THREE, PHASE THREE**

PREAMBLE

A. Raymond A. and Donna L. Cyzick own certain real estate located in Ashby District, Rockingham County Virginia, which has been subdivided into lots in a subdivision known as Willow West Subdivision, Section Three, Phase Three. A plat of this subdivision dated October 14, 1999 and revised October 26, 1999, made by Copper, Mars, Nicely & Associates is attached to this Declaration to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia; and

B. Raymond A. and Donna L. Cyzick desire to insure purchasers of these lots of a uniform mode of development and, accordingly, that all of the lots in Section Three (but specifically excluding all other lands now owned by Raymond A. and Donna L. Cyzick) be sold subject to the following restrictions, conditions, covenants, limitations and easements.

THEREFORE, Raymond A. and Donna L. Cyzick, covenant and agree for themselves, their successors and assigns, that every lot shown on this plat shall be sold and held by the purchasers, their heirs, successors, devisees and assignees, subject to the following restrictions, conditions, covenants, limitations and easements, which shall run with the title to the lots:

COVENANTS

1. Each lot shall be used only as a residence for a single family. Each residence shall have a minimum finished living area of 1,400 square feet, excluding any garage or carports attached

to the residence. In any event, the basement of a residence, finished or unfinished shall not be considered or used in calculating the square footage requirement. 0:752P 657

2. A "home business" may be permitted incidental to the single family residence if permitted under applicable zoning regulations and under the following circumstances:

(a) There are no employees other than the persons occupying the single family residence.

(b) The space required does not occupy more than twenty (20%) percent of the usable finished space of the residence.

(c) Not more than seven (7) customers or clients or individuals access the residence as a part of the business in any one day.

3. No one shall erect, make, establish, keep or maintain on any lot a mobile home (whether designated as such or designated as a "trailer home" or "manufactured home" or "double wide" or by other terminology) or any mobile structure, used, or designed for use (even though not in actual use), as a residence or sleeping quarters.

4. There is established an Architectural Control Committee ("ACC"). The original members shall be Raymond A. Cyzick and Zane A. Cyzick. Upon completion of the subdivision of land owned by Raymond A. and Donna Lou Cyzick (which term includes, but is not limited to this Section) or earlier, if they so desire, the original members shall appoint their successors from record title owners of lots in the entire subdivision. These successors shall hold office for a term of ten (10) years after appointment. Prior to the end of such ten year term, the Committee shall cause an election to be held for their successors by giving at least thirty (30) days written notice of the same to all other lot owners in the entire subdivision at the addresses then listed with the Treasurer of

Rockingham County. The Committee shall prepare and send to each such lot owner, a ballot together with the names of at least three persons suggested by them as Committee members, but with the right reserved to each lot owner to nominate and vote for additional or other persons, if desired. Each lot shall have one vote. Persons receiving the highest number of votes shall be elected. Ballots shall be counted and certified by the Committee. The persons elected shall serve a term of ten (10) years and then shall repeat the process to elect their successors. No person shall hold more than one term of office without being out of office for a least five (5) successive years. Vacancies in the Committee, at any time, shall be filled by the remaining member or members, but if all three offices become vacant, any lot owner may request that an election be held as earlier provided. All matters decided by the Committee shall be determined by a majority vote.

5. No building or other improvements shall be erected, placed or altered on any lot until at least two (2) sets of construction plans and specifications, together with a plat showing the location of the structure, have been submitted in writing and approved by the ACC as to external design and materials, harmony of external design with existing structures and as to location on the lot.

(a) No fence or wall shall be erected, placed or altered on any of the lots unless similarly approved.

(b) Metal storage buildings and chain link fences shall not be allowed to be placed on any lot.

(c) No storage buildings shall exceed 14' x 20' in size.

6. The ACC shall have full and complete discretion to approve or disapprove proposed buildings and improvements on any of the lots and in the exercise of its discretion. The Committee

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shall not be bound to approve any proposed buildings and improvements solely because they comply with the other restrictions and covenants, or are equal in cost or value to buildings and improvements on other lots. The Committee shall also have the further discretion to approve any proposed buildings or improvements on any of the lots, even though the improvements do not meet the requirements of the other provisions of this instrument, if, in the absolute discretion of the Committee such variances are not harmful to the value of the adjoining property. In no event, however, shall the Committee be empowered to permit any use of any lots other than as provided in Paragraph 1 of these covenants.

7. Refusal or approval of plans or specifications may be based by the Committee upon any grounds, including purely aesthetic consideration, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. However, in exercising all of its powers under this Declaration, the Committee shall not be unreasonable and must apply such standards that will inure to the benefit of the entire development. The Committee or a representative shall have the right to inspect the building during construction to determine compliance with the approved plans and specifications. Where discrepancies exist, the Committee may require corrective work, or, where warranted, in its opinion, it may issue a notice to cease construction until compliance is assured to its satisfaction. Failure to heed notice of the Committee shall operate as a default of this covenant and shall give the Committee, in addition to any rights under general law, the rights and powers set out in Covenant No. 22 of this Declaration. Notwithstanding this covenant any purchaser for value of any lot in this subdivision may assume that any improvements on the lot (so long as they do not violate Covenant No. 1) which have been completed for more than six months are satisfactory to the

ACC and no purchaser shall be required to see to the application of these covenants except to verify that all improvements have been completed for more than six months.

8. No sign of any kind shall be displayed to the public view on any of the lots except one sign of no more than five square feet advertising the property for sale or rent or signs used by the builder to advertise the property during construction.

9. No dwelling shall be permitted to be erected on any of the lots unless there is adequate provision for off street parking for at least two vehicles. Off street parking spaces must be provided for all camping trailers. No van or truck of more than three-quarter ton in size shall be permitted to park overnight or longer on any lot in such a manner as to be visible to the occupants of other lots or the users of any street within the subdivision. Further, no such vehicle shall park on the streets in the subdivision at any time except for brief periods of loading or unloading or during emergencies.

10. All builders shall be approved by the ACC committee and no dwelling shall be erected or placed on any lot which has an exterior construction of concrete block aggregate, basement and foundation walls excepted, and no cinder blocks shall be exposed in the foundation. All driveways shall be paved and constructed in accordance with applicable VDOT standards where it joins the public street.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the lots, except that dogs, cats or other small domestic animals may be kept, provided they are not kept, bred or maintained for any commercial purposes.

12. No lot may be subdivided without the prior approval of the ACC.

13. Raymond A. and Donna L. Cyzick expressly reserve for themselves, their successors and assigns, an easement ten feet (10') in width for utility lines including, but not limited to, underground water and sewer pipes and mains for underground electric power and telephone lines, and for drainage facilities, said ten foot (10') wide easement shall be located on all interior side property lot lines of each lot in the subdivision. Raymond A. and Donna L. Cyzick further reserve for themselves, their heirs, successors and assigns, a twenty foot (20') sanitary sewer easement located on Lots 65, 66, 67, 68, 69 and 70, as shown on the plat. Raymond A. and Donna L. Cyzick further reserve for themselves, their heirs, successors and assigns, permanent non-exclusive access, utility and drainage easements across Lots 65 and 66. Each of the above-described easements is in such location and of such dimensions as shown on the plat. A release by Raymond A. and Donna L. Cyzick, their successors or assigns, to any individual lot owner of any easement 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 of such easement. Only underground utility service shall be installed on any of the lots. Additionally, there are reserved utility, drainage and access easements as shown on the plat.

14. All lots, whether occupied or unoccupied, and any improvements placed on the lots shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris.

15. No improvement on any lot which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than three months from the time of such destruction.

16. The exterior of all buildings must be completed within nine months after start of construction or replacement, including landscaping.

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17. No stripped down, partially wrecked or junk motor vehicles or any sizable parts thereof shall be permitted to be parked on any street or any lot in such a manner as to be visible to the occupants of other lots or the users of any streets.

18. Satellite television antennas, commonly known as "dishes," are prohibited in this subdivision except that the ACC may permit a variance from this prohibition in appropriate cases. In passing upon any such variance the Committee shall take into account whether (in its opinion) the antenna is unsightly, the landscaping around the same, the terrain of the lot on which the antenna is proposed to be located, the wishes of the closest neighbors, the opinions of other owners in the subdivision, the ability to receive adequate television signals by other means, and such other matters as the Committee seems appropriate.

19. The temporary cul-de-sac constructed, to facilitate phasing of the construction, at the west end of North View Drive is hereby terminated.

20. These restrictions, conditions, covenants, limitations and easements shall run with the title to the land and shall be binding upon all parties owning the lots and all persons claiming under them until January 1, 2020, at which time they shall be automatically renewed or extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded agreeing to change such covenants in whole or in part.

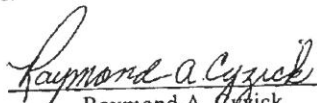
21. These restrictions, conditions, covenants, limitations and easements shall not apply to any other lands now owned by Raymond A. and Donna L. Cyzick, even though the same may be developed as part of a common scheme and such other lands may have different types of development than that provided for in this Declaration or may have no restrictions at all.

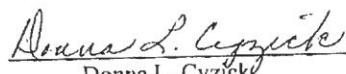
22. In the event of a violation or breach of any of these restrictions by any lot owner or agent of such owner, the Architectural Control Committee or any owner of a lot in the neighborhood, or the ACC and any lot owner, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with these terms or to prevent the violation or breach of such terms. In addition, the ACC shall have the right, whenever there shall have been built on any lot a structure which is in violation of these restrictions, to enter upon the property where the violation exists and summarily abate or remove the same at the expense of the owner, if, after thirty days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

23. The failure to enforce any restriction, covenants or condition in this Declaration, however long continued, shall not be deemed a waiver of the right to do so as to the same breach or as to breach occurring prior or subsequent thereto and shall not bar or affect its enforcement, subject, however to the provisions of Covenant No. 6.

24. The invalidation by any court of any of the provisions of this Declaration shall in no way affect any of the other conditions, restrictions, covenants or easements, but they shall remain in full force and effect.

WITNESS the following signatures and seals.

 [SEAL]
Raymond A. Cyzick

 [SEAL]
Donna L. Cyzick

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COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ROCKINGHAM, to wit:

9th The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this day of November, 1999 by Raymond A. Cyzick.

My commission expires: 8-31-2000

Meija Lee Smith
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ROCKINGHAM, to wit:

9th The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this day of November, 1999 by Donna L. Cyzick.

My commission expires: 8-31-2000

Meija Lee Smith
Notary Public

99 NOV 10 AM 9:24
RECORDED BY
CIRCUIT COURT
L. WAYNE HARTER, CLERK
GWB11007.WPD

To View Plats See Plat
Cabinet B Slide 178 + 179

027620

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County.
The foregoing instrument was filed for recording on the 10 day of November 1999 together with the certificates of title and taxes. The recording fee of \$69.00 and taxes were paid when recorded.
Sec. 58-54 - State _____
Sec. 56-54.1 - State _____
9 Recording 69.00
Deed Book No 1752 Page 656 CLERK

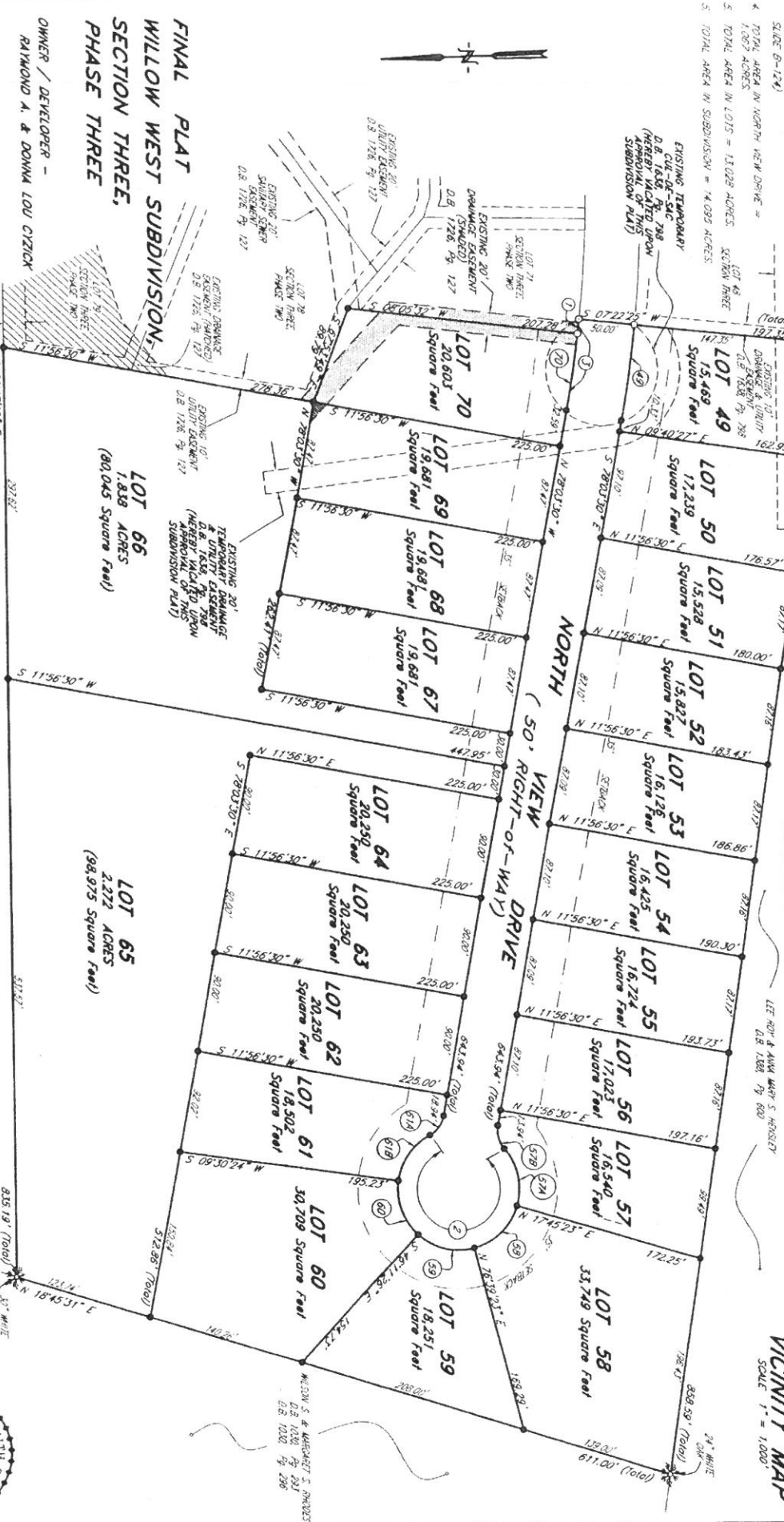
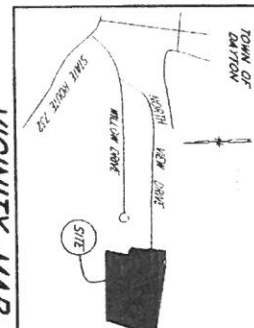
NOTES:

1. DATA AS SHOWN HEREON IS ACCORDING TO RECORDS, INSTRUMENTS AND A CURRENT FIELD SURVEY.
2. THIS PROPERTY IS A PORTION OF PARCELS 107 (A), 120 AND IS PRESENTLY ZONED R-1.
3. BEING AS ARE RELATED TO SECTION THREE OF WILLOW WEST SUBDIVISION PLAT OF MILLON WEST CO. D.B. 1020 Pgs. 298 & 299. (PLAT CABINET A, S. 1020 Pgs. 298 & 299).
4. TOTAL AREA IN NORTH NEW DRIVE = 1.267 ACRES.
5. TOTAL AREA IN LOTS = 13.028 ACRES.
6. TOTAL AREA IN SUBDIVISION = 14.039 ACRES.

LEGEND:

- IRON PIN SET
- POINT
- IRON PIN FOUND
- ✳ TREE (AS DESIGNATED)
- POST

CURVE	DATA			
	M	R	Δ	CB
1	200.4300'	1028.137'	132.0°	S 82°16'02" E
2	202.2870'	55.000'	132.0°	N 11°56'30" E
3	104.1435'	1028.137'	271.31°	S 80°20'33" E
4	204.5405'	1028.137'	82.79°	S 80°20'33" E
5	57.0752'	1028.137'	86.75°	S 80°20'33" E
6	57.0752'	25.000'	54.84°	S 42°00'00" E
7	57.0752'	25.000'	22.39°	N 78°16'58" E
8	57.0752'	25.000'	54.84°	S 42°00'00" E
9	57.0752'	25.000'	54.84°	S 42°00'00" E
10	57.0752'	25.000'	54.84°	S 42°00'00" E
11	57.0752'	25.000'	54.84°	S 42°00'00" E
12	57.0752'	25.000'	54.84°	S 42°00'00" E
13	57.0752'	25.000'	54.84°	S 42°00'00" E
14	57.0752'	25.000'	54.84°	S 42°00'00" E
15	57.0752'	25.000'	54.84°	S 42°00'00" E
16	57.0752'	25.000'	54.84°	S 42°00'00" E
17	57.0752'	25.000'	54.84°	S 42°00'00" E
18	57.0752'	25.000'	54.84°	S 42°00'00" E
19	57.0752'	25.000'	54.84°	S 42°00'00" E
20	57.0752'	25.000'	54.84°	S 42°00'00" E
21	57.0752'	25.000'	54.84°	S 42°00'00" E
22	57.0752'	25.000'	54.84°	S 42°00'00" E
23	57.0752'	25.000'	54.84°	S 42°00'00" E
24	57.0752'	25.000'	54.84°	S 42°00'00" E
25	57.0752'	25.000'	54.84°	S 42°00'00" E
26	57.0752'	25.000'	54.84°	S 42°00'00" E
27	57.0752'	25.000'	54.84°	S 42°00'00" E
28	57.0752'	25.000'	54.84°	S 42°00'00" E
29	57.0752'	25.000'	54.84°	S 42°00'00" E
30	57.0752'	25.000'	54.84°	S 42°00'00" E
31	57.0752'	25.000'	54.84°	S 42°00'00" E
32	57.0752'	25.000'	54.84°	S 42°00'00" E
33	57.0752'	25.000'	54.84°	S 42°00'00" E
34	57.0752'	25.000'	54.84°	S 42°00'00" E
35	57.0752'	25.000'	54.84°	S 42°00'00" E
36	57.0752'	25.000'	54.84°	S 42°00'00" E
37	57.0752'	25.000'	54.84°	S 42°00'00" E
38	57.0752'	25.000'	54.84°	S 42°00'00" E
39	57.0752'	25.000'	54.84°	S 42°00'00" E
40	57.0752'	25.000'	54.84°	S 42°00'00" E



**FINAL PLAT
WILLOW WEST SUBDIVISION,
SECTION THREE,
PHASE THREE**

**OWNER / DEVELOPER -
RAYMOND A. & DONNA LOU CZICK**

TOWN OF DAYTON, VIRGINIA

SCALE 1" = 60'
OCTOBER 14, 1999
REVISED OCTOBER 26, 1999

COPPER, MARS, NICELY & ASSOCIATES
SURVEYORS ENGINEERS PLANNERS
1041 SOUTH HIGH STREET
HARRISONBURG, VIRGINIA 22801
TELEPHONE (540) 434-6565

SEE SHEET 2 OF 3 FOR
NEW EASEMENTS



631AC1.DWG UCS

BAR SCALE
0 80 120

CHARLES N. & JAMES L. PHOENIX
D.B. 512, Pgs. 239

FILE #0314-7, EXP. #1010-6

SHEET 1 OF 3

METES and BOUNDS DESCRIPTION SECTION THREE, PHASE THREE:

Beginning of an iron pin set in the line of Charles N. & Janice L. Rhodes, said pin being a corner to Willow West Subdivision, Section Three, Phase Two; thence with said Section Three, Phase Two S 11° 56' 30" W 278.36' to an iron pin set; thence S 67° 53' 49" E 89.79' to an iron pin set; thence S 08° 05' 32" W 207.28' to an iron pin found; said pin being a point on a curve to the left, said curve having a radius of 1048.33' and a delta of 00° 43' 07"; thence with the arc of said curve a distance of 13.02' CHORD S 82° 16' 02" E 13.02' to a point, said point being a corner to the western end of the existing North View Drive; thence with the said western end of North View Drive and Willow West Subdivision, Section Three S 07° 22' 25" W 197.35' to an iron pin found in the line of Hugh G. & Nancy L. Ramsey; thence with said Ramsey and the lands of the Town of Dayton, Virginia N 88° 49' 05" W 168.16' to a post, said post being a corner to said Town of Dayton, Virginia and the lands of Lee Roy & Anna May S. Hensley; thence with said Hensley N 80° 18' 56" W 888.59' to a 24" white oak, said 24" white oak being a corner to Wilson S. & Margaret S. Rhodes; thence with said Rhodes N 18° 45' 31" E 611.00' to a 30" white oak, said 30" white oak being a corner to the aforementioned Charles N. & Janice L. Rhodes; thence with said Rhodes S 85° 47' 19" E 835.19' to the beginning, containing 14.095 acres of land.

OWNER'S CONSENT and DEDICATION:

KNOW ALL MEN BY THESE PRESENTS that the subdivision of land shown on Sheet 1, containing 14.095 acres of land and designated as **TINYL PLAT WILLOW WEST SUBDIVISION, SECTION THREE, PHASE THREE,** situated in the Town of Dayton, Virginia is with the free consent and in accordance with the desires of the undersigned owners thereof. The said 14.095 acres of land hereby subdivided being a portion of the land conveyed to Raymond A. & Donna Lou Cyzick by Raymond A. & Donna Lou Cyzick in a deed dated March 4, 1998, recorded in Deed Book 1568, Page 155, in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia.

The 1.067 acres of land designated as North View Drive is hereby dedicated for public use.

Given under my hand this 1st day of November, 1999.

Raymond A. Cyzick
Raymond A. Cyzick

Given under my hand this 1st day of November, 1999.

Donna Lou Cyzick
Donna Lou Cyzick

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 1st day of November, 1999, by Raymond A. Cyzick.

My Commission Expires: July 31, 2003

Notary Public
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 1st day of November, 1999, by Donna Lou Cyzick.

My Commission Expires: July 31, 2003

Notary Public
Notary Public

APPROVALS:

WILLOW WEST SUBDIVISION, SECTION THREE, PHASE THREE, will be serviced by public water and sewer. This subdivision known as **TINYL PLAT WILLOW WEST SUBDIVISION, SECTION THREE, PHASE THREE,** is hereby approved by the undersigned in accordance with the subdivision regulations and may be committed to record.

Date November 1st 1999

Jeffrey P. Chamberlain
Agent - Town of Dayton

Date

William A. Sanderson
VDOT



**SUPPLEMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR WILLOW WEST SUBDIVISION
SECTION THREE, PHASE THREE
(Designated Lots Only)**

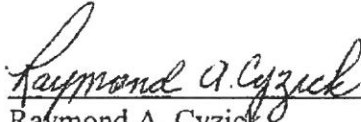
This Supplement, dated as of March 8, 2001, amends the Declaration of Restrictive Covenants for Willow West Subdivision, Section Three, Phase Three, of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 1752, page 656 (the "Declaration"), only as to the following lots in Willow West Subdivision, Section Three, Phase Three which are owned by Raymond A. Cyzick and Donna L. Cyzick as of the date of this Amendment:

Lot 49, Lot 51, Lot 52, Lot 53, Lot 54, Lot 58, Lot 61, Lot 63, Lot 64,
Lot 65, Lot 66, Lot 67, Lot 68, Lot 69 and Lot 70, each in Willow West Subdivision, Section Three, Phase Three, according to the subdivision plat thereof recorded in the aforesaid Clerk's Office in Plat Cabinet B, Slide 178 and 179 (the "Subject Lots")

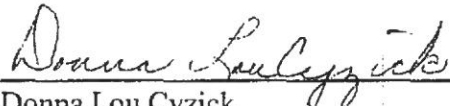
Raymond A. Cyzick and Donna L. Cyzick covenant and agree for themselves, their successors and assigns that each of the Subject Lots shall be sold and held by the purchasers, their heirs, successors, devisees and assigns, subject to the following restriction and covenant, which shall run with the land:

1. Each residence shall have a minimum finished living area of 1,700 square feet, excluding any garage or carports attached to the residence. The basement of a residence, finished or unfinished, shall not be considered or used in calculating the square footage of a residence for purposes of this requirement.
2. The Declaration remains in full force and effect with respect to the Subject Lots and is merely supplemented by this Supplement.
3. This Supplement is subject to the same amendment, enforcement and other general provisions set forth in the Declaration, which provisions are incorporated herein by this reference.

EXECUTED AND DELIVERED EFFECTIVE AS OF MARCH 8, 2001.



Raymond A. Cyzick (SEAL)



Donna Lou Cyzick (SEAL)

Rockingham Tax Parcels 107D-(12)-49, 51, 52, 53, 54, 58, 61, 63, 64, 65, 66, 67, 68, 69 and 70

STATE OF VIRGINIA
CITY/COUNTY OF Rockingham, to-wit:

B 1 8 9 1 P 4 2 3

8 The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this day of March, 2001, by Raymond A. Cyzick.

My Commission Expires: 1-31-2004

[Signature]
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Rockingham, to-wit:

8 The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this day of March, 2001, by Donna Lou Cyzick.

My Commission Expires: 1-31-2004

[Signature]
Notary Public

LAH0875.WPD
011108 3 11 01
L. WAYNE HARPER
CLERK

005534

with file: In the Clerk's Office of the Circuit Court of Rockingham County.
The foregoing instrument was this day presented in the office aforesaid, a
together with the certificate of acknowledgement annexed, admitted to record
8 day of March, 20 01 at 4:01 P.M. Local
taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____
Recording 16.00 TESTE

L. WAYNE HARPER
CLERK

Deed Book No 1891 Page 423