

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
REHERD ACRES, SECTION III**

**THIS SUPPLEMENTAL DECLARATION**, made on the date hereinafter set forth by  
Reherd Acres Homeowners Association "A", Inc., a Virginia corporation, hereinafter referred to  
as "Declarant".

**W I T N E S S E T H :**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions of Reherd Acres,  
Section III, dated August 12, 1975 is of record in the Clerk's Office of the Circuit Court of  
Rockingham County in Deed Book 455, Page 731; and

**WHEREAS**, Article XI, General Provisions, Section 3. Amendment, provides in part  
that the Covenants and Restrictions of said Declaration, as written, may be amended during the  
first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the  
Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%)  
of the Lot owners and that said amendment shall be promptly recorded; and

**WHEREAS**, it is the desire of the Association and the undersigned Lot owners to amend  
Article X, Use Restrictions 1., as evidenced by an unrecorded instrument dated August 16, 2005  
and signed by not less than seventy-five percent (75%) of the Lot owners and lodged with the  
records of Reherd Acres Homeowners Association "A", Inc.

**NOW, THEREFORE**, in consideration of the premises and of other good and valuable  
consideration given, Reherd Acres Homeowners Association "A", Inc. and the undersigned Lot  
owners of Reherd Acres, Section III hereby agree to the amendment of the said Declaration of  
Covenants, Conditions and Restrictions of Reherd Acres, :Section III, Article X, Use Restrictions  
as follows:

Use Restrictions.

1. No lot shall be used except for residential purposes which shall be defined as owner-occupied single-family dwellings which may include rental of space for occupancy by not more than two (2) additional, unrelated persons and/or non-owner occupied single-family dwellings, which may include rental of space for occupancy by not more than one additional, unrelated person. Not more than one principle building shall be permitted on any residential lot as shown on said plat, and no such lot shall be re-subdivided so as to produce a building site of less area or width than the minimum required by the subdivision ordinance of The City of Harrisonburg, Virginia.

2. In all other respects, the undersigned does hereby confirm and ratify the said Declaration of Covenants, Conditions and Restrictions of Reherd Acres, Section III and represents that at least seventy-five percent (75%) of the Lot owners of Reherd Acres, Section III have consented by written instrument dated August 16, 2005 to the amendments made herein.

**IN WITNESS WHEREOF**, Reherd Homeowners Association "A", Inc. has caused its name to be executed hereto by Joseph A. Gisler, President, on behalf of the Association and all by due authority of the corporation.

WITNESSETH the following signature and seal:

REHERD ACRES HOMEOWNERS  
ASSOCIATION "A", INC. a Virginia corporation

By: Joseph A. Gisler  
Joseph A. Gisler, President

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction  
aforesaid this 20<sup>th</sup> day of September, 2005, by Joseph A. Gisler, President of  
REHERD ACRES HOMEOWNERS ASSOCIATION "A", INC., a Virginia corporation.

My commission expires: February 29, 2008  
Pamela C Wood  
Notary Public

Notary Public  
State of Virginia  
Pamela C. Wood  
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