

Prepared by:
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Franklin, Denney, Ward & Strosnider PLC
129 N. Wayne Avenue, Waynesboro, VA 22980

Portion Tax Map #76-1G

IVY RIDGE ESTATES SECTION SIX
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This **Supplementary Declaration of Covenants, Conditions and Restrictions** (“Supplementary Declaration”) is made as of this 12th day of May, 2023, by **Ivy Ridge Developers, LLC**, a Virginia limited liability company, who is hereinafter called the “Developer”, and **Ivy Ridge Estates Homeowners Association**, a Virginia nonstock corporation, hereinafter call the “Association”.

WITNESSETH

WHEREAS, the Developer has recorded a plat entitled “**Final Plat of Ivy Ridge Estates, Section Six**” made by Lotts and Associates, P.C. (Barry E. Lotts, L.S.), dated September 2, 2022, a copy of which is recorded with the Deed of Dedication, Subdivision and Easement dated May 11, 2023, and recorded in the Augusta County Circuit Court Clerk’s Office as Instrument No. 230003098; and

WHEREAS, the Developer has recorded a document entitled “**Ivy Ridge Estates Declaration of Covenants, Conditions and Restrictions**” dated February 14, 2011 and recorded in the Augusta County Circuit Court Clerk’s Office as Instrument No. 110001784, (“Original Declaration”) which terms and conditions run with and binds the lands described therein as Ivy Ridge Estates, Section One; and

WHEREAS, Article II, Section 2 of the Original Declaration allows the Developer the unilateral right to subject additional property to the Original Declaration; and

WHEREAS, this Supplementary Declaration is being made pursuant to the terms of the Original Declaration for the purpose of annexing the property described herein to

the scheme of the Original Declaration and extending the jurisdiction of the Association to cover the real estate so described in such Supplementary Declaration.

The Developer hereby submits Lots 4 through 10, inclusive, and Lots 22 through 32, inclusive, as more particularly described on said plat, for the purpose of annexing the property described herein to the scheme of the Original Declaration and extending the jurisdiction of the Association to cover the real estate so described herein.

WHEREAS, The Developer, Ivy Ridge Developers, LLC, does hereby impose upon the owners of Ivy Ridge Estates, Section Six and themselves, to keep debris removed from the drainage easements and to keep plant growth within the drainage easements mowed so that it never exceeds the height limitation imposed in Section 15-22 of the Augusta County Code, or is maintained in accordance with the approved maintenance plans in the case of a required best management practice installed pursuant to the requires of Chapter 9 of this Code, said obligation by its terms shall inure to the benefit of the County of Augusta and shall permit the County, in the event of failure of the owner of said property to comply, to enter said property and remove the debris and mow the plant growth in such event. The cost of expenses thereof plus a \$100 administrative fee shall be chargeable to and paid by the owner of said property and may be collected by the county as taxes and levies are collected. This covenant shall run with the land and shall bind the heirs, successors and/or assigns.

WHEREAS, The Developer, Ivy Ridge Developers, LLC, does hereby impose upon the owners of Ivy Ridge estates, Section Six and themselves, the following changes to the Original Declaration recorded as Instrument Number 110001784.

Article VII, Section 1, B-4: Shall be changed to read as follows:

4. The siding of all residence and ancillary structures shall be constructed of stone or cement board or LP Smart Siding and stone molding shall be applied to all exposed foundations. Aluminum fascia and vinyl soffits and porch ceilings shall be permitted.

Article VII, Section 1, B-5: Shall be changed to read as follows:

5. The roofs of all residences and ancillary structure shall be maintained at 8:12 minimum pitch and the surfaces of all roofs shall be covered with fire-resistant, architectural shingles warranted for not less than forty (40) years.

Article VII, Section 1, B-7: Number 7 shall be added to read as follows:

7. All decking to be Trex or similar composite material. Miratec or similar material to be installed around the band of the decking.

IN WITNESS WHEREOF, the Developer, Ivy Ridge Developers, LLC, has caused this Supplementary Declaration to be executed by its Manager, Thomas I. Shields, Jr., pursuant to a resolution adopted in accordance with the Operating Agreement of the limited liability company and the laws of the Commonwealth of Virginia.

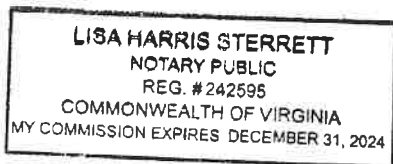
Ivy Ridge Developers, LLC, a Virginia
Limited Liability Company

By: Thomas I. Shields, Jr.
Thomas I. Shields, Jr., Manager

STATE OF VIRGINIA, AT LARGE
CITY OF WAYNESBORO, TO-WIT:

Thomas I. Shields, Jr., Manager of Ivy Ridge Developers, LLC, a Virginia limited liability company, acknowledged the foregoing instrument before me this 27th day of May, 2023.

My commission expires: 12-31-2024



Lisa Harris Sterrett
Notary Public