

**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
CHATHAM SQUARE SUBDIVISION**

THIS DECLARATION, made on this 2/5/ day of May, 2009, by CHATHAM LAND COMPANY, a Virginia corporation (Grantor), hereinafter referred to as "Declarant," as the Owner and proprietor of certain Lots of land, streets and common areas totaling 7.790 acres, situate in The City of Harrisonburg, Virginia, shown and designated on a plat entitled "Chatham Square", dated the 18th day of November, 2008, revised updated the 20th day of February, 2009 and made by Hal T. Benner, LS ("Plat"), which Plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, immediately prior to the recordation of this instrument. All land shown and described on said Plat shall be referred to herein as the "Properties"; and

**WITNESSETH:**

WHEREAS, Declarant will convey the said Properties, subject to certain protective covenants, conditions, restrictions, reservations, liens, easements and charges as hereinafter set forth.

WHEREAS, Branch Banking and Trust Company has a Credit Line Deed of Trust dated March 11, 2008, recorded in the aforesaid Clerk's Office in Deed Book 3282, page 105, on the property that is subject to this Declaration. Branch Banking and Trust Company and its Trustee, join in the Declaration to evidence their consent; and

NOW, THEREFORE, Declarant hereby declares that all of the Properties described herein shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Properties and insuring a uniform mode of development. These easements, covenants, restrictions, and conditions shall run with the land constituting the

Properties and shall be binding on all parties having or acquiring any rights, title, or interest in the described Properties or any part thereof, and shall inure to the benefit of each Owner thereof.

## ARTICLE ONE DEFINITIONS

Section 1.1. "Association" shall mean and refer to The Chatham Square Homeowners' Association, its successors and assigns. The Association may or may not be incorporated or organized as a corporation or limited liability company.

Section 1.2. "Properties" or "Property" shall mean and refer to that certain real property, containing 7.790 acres more or less in the aggregate, hereinbefore described on the Plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.3. "Lot" shall mean and refer to any plot of land shown upon the Plat or any subsequently recorded subdivision map of the Properties with the exception of the Roads, Parking Areas and Common Areas.

Section 1.4. "Member" shall mean and refer to every person or entity that owns one (1) or more of the Lots.

Section 1.5. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simply title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.6. "Family" shall mean two (2) or more persons all of whom are related to each other by blood, marriage, or adoption.

Section 1.7. "Common Area" shall mean that portion of the Properties not contained within a Lot, or Lots, which Common Area shall be controlled and managed by the Declarant or the Association for the benefit of the Owners.

Common Area shall also contain the private Streets, Roads and Parking areas within the Property as shown on the Plat.

Section 1.8. "Roads" or "Streets" shall mean "Alston Circle" and "Peyton Randolph Court", along with the Common Areas for parking as shown on the Plat, which shall be reserved for the private use of the Owners, the Declarant and the Association.

## ARTICLE TWO

### COMPOSITION OF ARCHITECTURAL CONTROL COMMITTEE

Section 2.1. Composition of Architectural Control Committee. The Architectural Control Committee is initially composed of a single Member appointed by the Board of Directors of Chatham Land Company, a Virginia corporation, the Declarant herein. Said initial Member is Robert Beck.. The Committee may designate a representative or representatives to act for it. Upon the completion of the subdivision, and sale of all Lots therein by the Developer, the Architectural Control Committee, consisting of at least two (2) in number, shall be elected by the record title Owners of all Lots in said subdivision, each Lot having one (1) vote in such election. Such election may be called by any one (1) Lot Owner in such subdivision by giving thirty (30) days written notice to all other Owners at the address then listed with the Treasurer of the governmental subdivision having real estate tax jurisdiction over said subdivision.

Section 2.2. Authority of Architectural Control Committee. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change, including paint and trim, roofing, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color of paint, color of roofing, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Said compliance shall be limited to

the scope and character of the improvements or alterations contained in the plans and specifications submitted to the Committee.

Section 2.3. Fences. All fencing, subject to the decision of the Architectural Control Committee, shall be white vinyl fencing of equal or better quality than Dutchway fencing.

Section 2.4. Driveways. All driveways shall be of equal quality and appearance to that installed by the Declarant, unless otherwise approved by the Architectural Control Committee.

### ARTICLE THREE MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Lot Owner shall have more than one (1) membership or more than one (1) vote per Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 3.2. The Association shall have two (2) classes of voting membership:

3.2.1. Class A. Class A members shall be all those Owners as defined in Article One with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article Three. When more than one (1) person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Owners shall not be entitled to vote until their Lot is subject to assessment.

3.2.2 Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to thirty-six (36) votes for each Lot in which it holds the interest required for membership by Article Three, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

Section 3.3. Association's Board of Directors. The business of the Property Owners' Association shall be managed by its Board of Directors. The initial number of directors shall be three (3). Declarant shall appoint said initial directors, who are not required to be Lot Owners, until such time as ninety percent (90%) of the Lots are independently owned. At that time, the Directors shall be elected annually by and from the membership with voting privileges as set forth in Article Three, Section 3.2.

Section 3.3. Association's Authority. The Association shall have the authority and responsibilities as set forth herein.

Section 3.4. Association Organizational Documents. The Declarant shall prepare and adopt the initial organizational documents and entity form for the Association which shall be binding upon the Owners unless amended or abrogated according to their terms.

#### ARTICLE FOUR COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association; (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be fixed, established, and collected from time-to-time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such

assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall remain a lien upon the Lot or Lots against which the assessments are made.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and relating to the use and enjoyment of the homes situated upon the Properties. The assessments levied by the Association shall also be used to cover the expenses related to the ownership, maintenance, and use of the Common Areas. The Assessments shall also be used to fund the ongoing maintenance and upkeep of the private Roads, Streets and Common Areas for parking shown on the Plat, and for the provision of curbside private refuse collection services within the Properties. The Assessments shall also be used to maintain all storm water management systems located on the Property in accordance with the approved and installed original design plans.

Section 4.3. Basis of Annual Assessments. The initial annual assessment shall be set at ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) per Lot, and shall commence upon the conveyance of a Lot from the Declarant and shall be prorated for the remainder of the assessment year from the time of such conveyance. Thereafter, upon a unanimous vote of the Board of Directors the annual assessment may be increased to an amount in excess of ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) per Lot in order to meet current and future maintenance costs and operational responsibilities.

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors shall have the authority as provided by Section 55-514 of the Code of Virginia, as amended, to levy in any assessment year a special assessment applicable to that year only, if the purpose in so doing is found by the Board to be in the best interests of the Association. A special assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a

meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Association's bylaws. Pursuant to Section 55-514 of the Code of Virginia, as amended, a special assessment may be rescinded or reduced upon a majority of votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Association's bylaws; provided that such meeting to rescind or reduce the special assessment is held within sixty (60) days of notice of the meeting.

Section 4.5. Declarant Exempt from Assessment. Declarant shall not be assessed on any Lots owned by it, either for regular annual or special assessments.

Section 4.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis. Special assessments shall not be made more than once per year and shall not exceed one hundred fifty percent (150%) the amount of the annual assessments.

Section 4.7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to each Lot upon the conveyance of the Lot from the Declarant. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4.8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the current legal

rate, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may perfect the lien against the property, pursuant to Section 55-516 of the Virginia Code. Interest, costs, and reasonable attorney's fees of any such action shall also be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 4.9. Subordination of the Lien to Deeds of Trust. Pursuant to Section 55-516 of the Code of Virginia, as amended, the lien of the assessments provided for herein shall be subordinate to (i) real estate tax liens on the Lot, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien; provided, however, that mechanics' and materialmen's liens shall not be affected by this Section 4.9. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, which is subject to any deed of trust, pursuant to a deed of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or for the lien thereof.

Section 4.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (i) all Properties dedicated to and accepted by a local public authority and (ii) all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE FIVE EXTERIOR MAINTENANCE

The Association shall exercise its authority and fulfill its responsibilities as set forth herein. To this end, it shall have the power to levy assessments as herein contained and in accordance with the organizational documents of The Chatham Square Homeowners Association. The Association shall maintain full



and exclusive responsibility for common area and Lot lawn maintenance, mowing and landscaping for all Lots within the Properties.

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of The Association, after approval by two-thirds (2/3) decision of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject, and the expense of such exterior maintenance shall become a lien upon the subject property. It is a condition of these Covenants that the Association, is and shall be, deemed a general contractor for the purpose of qualifying to file a mechanic's lien, and every Lot Owner so in default, by the acceptance of his/her deed, and those claiming under him/her, hereby agrees to pay such expense, and grants permission to the Association, to enter upon such Lot and make such exterior maintenance without being guilty of trespass, and said Association, its agents and employees, shall not be liable in damages to any Lot Owner except for willful and tortuous acts committed beyond the scope hereof. Any assessments under this paragraph and the preceding paragraph hereof, shall constitute liens and shall be subject to the provisions of Section 55-516 of the Code of Virginia, as amended.

## ARTICLE SIX USE RESTRICTIONS

1. No Lot shall be used, except for residential purposes, or for Declarant, or Declarant's agents' construction sheds and sales and administrative offices during the construction and sales period, and not more than one (1) principal building shall be permitted on any residential Lot shown on said plat, and no such Lot shall be resubdivided. The Declarant shall not be subject to the restriction on resubdivision set forth herein.

2. No building, freestanding garage, storage shed, trailer, tent, or other structure may be erected, built, or permitted to remain on any Lot other than one

(1) single family dwelling. Declarant may erect detached garages on Lots as part of its development of the Properties.

3. No utility trailer, boat, house camper, recreational vehicle, trailer, bus, commercial equipment, disabled or unlicensed vehicle or material portion thereof, or commercial vehicle larger than three-fourths (3/4) of a ton, may be parked on any street or parking area, or Lot within said land area, unless, in the case of commercial equipments, it shall be temporarily within such subdivision for the purpose of performing work therein.

4. No noxious or offensive use of activity shall be carried on upon any Lot, street or parking area, nor shall any practice be engaged in by the Owners of the Lots, their tenants, agents, guests, or assigns, that shall become an annoyance or a nuisance to the neighborhood.

5. No exterior clothesline or hanging device shall be allowed upon any Lot, and no antenna shall project above the surface of the roof. All antennae, satellites or other wireless receiving equipment of any nature must be approved in advance by the Architectural Control Committee.

6. All units shall have an "estate premium mailbox and post" or of equal quality as approved by the Architectural Control Committee. All mailboxes shall be uniform in appearance, with initial mailboxes to be installed by Declarant.

7. No sign of any kind shall be displayed on any Lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, except signs used by the Declarant and its agents to advertise the property during the construction and sales period.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred, or maintained for commercial or charitable purposes, or in unusual numbers. All household animals kept on a Lot must be housed indoors. All domestic animals shall be kept on a leash while on the streets or Common Areas on the Properties. Owners and their guests shall be

responsible for collection and proper disposal of animal waste on the Property, including the Streets and Common Areas therein.

9. No trash, garbage, or other refuse shall be burned upon any Lot except within the interior of the residence, except that the Declarant or its agents may burn debris for the purpose of cleaning the land or preparing any dwelling for occupancy.

10. No hedge shall be planted or permitted to grow over three and one-half (3½) feet high along the property line, nor shall any growth be permitted by any Owner or tenant to extend beyond his property line.

11. All improvements to Lots approved by the Architectural Control Committee shall be completed within twelve (12) months of the commencement of construction thereof.

12. The Association shall be responsible for snow removal from the streets shown on the plat recorded herewith, until such streets are accepted by VDOT or the City of Harrisonburg as part of the public streets maintenance program. The Association shall also be responsible for snow removal from the abutting sidewalks, and Lot Owners' driveways. Snow removal from patios, porches and sidewalks shall be the responsibility of the Lot Owner.

13. The Association shall be responsible for cutting of all grass, weed removal, mulching, plant, and shrub maintenance and replacement for all Lots, streets, and Common Area portions of the Property.

14. The Association shall be responsible for the removal of Lot Owner's trash and refuse. Trash removal services provided via the Association shall be curbside pickup, and all Lot Owners shall abide by any regulations relating to said curbside refuse services.

15. The Association shall maintain and fund via the regular Annual Assessments street lighting on the Property. Declarant will install the initial street lighting.

16. The use of the Common Areas, including the Common Areas designated for parking, is exclusively reserved to the Owners and their guests and subject to regulation and control by the Association. The Association may adopt rules and regulations from time-to-time governing the use rights of the Owners in the Common Areas and improvements placed thereon. The Declarant will install the initial Common Area structures and improvements, and the community entrance area sign, fencing, and landscaping, which Common Area improvements and structures shall subsequently be maintained by the Association.

17. Every violation of the covenants contained herein is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable thereto, and such remedies shall be deemed cumulative and not exclusive.

18. Inasmuch as the enforcement of the provisions hereof is deemed essential for the implementation and preservation of the general plan of development, and for the protection of the undersigned and all of the Declarant, Owners and inhabitants of said subdivision, it is hereby declared that any violation of the provision hereof shall constitute irreparable harm not adequately compensable by recovery of damages, and any person, firm, or corporation shall be entitled, in addition to all other remedies, to relief by way of injunction for enforcement of the provisions hereof.

19. The cost and expenses incidental to the abatement of any violation hereof, and the removal and correction of any offending structure or condition shall be paid by the Owners of the offending Lot, and the amount thereof until paid shall constitute a lien upon such offending property, in favor of Association, inferior only to such liens as prescribed in Section 55-516 of the Code of Virginia, as amended.

ARTICLE SEVEN  
RESERVED

ARTICLE EIGHT  
EASEMENTS

Section 8.1. Utility Easements. Easements for installation and maintenance of utilities, walkways, driveways, drainage facilities, sanitary sewer, water line, street lights, and community entrance sign and fencing and access to all Lots are reserved as shown or described on the Plat and designated thereon respectively as Public or Private Drainage, Utility, Sanitary Sewer, Stormwater, Public Sidewalk and Waterline Easements. Easements for utilities and maintenance of utilities are reserved over the Lots in The Chatham Square development as necessary for the benefit of said Lots, said locations to be designated by Declarant. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities or which may obstruct or interfere with the installation and maintenance of said utilities or access to Lots. The easement area within each Lot shall be maintained constantly by the Owner of said Lot, except those easements for which a public authority, utility company, or municipality is responsible. Owners acknowledge and agree that said Easements may be subject to the requirements of the City of Harrisonburg for public easements in place and adopted by the City from time-to-time. The Declarant and Association shall also retain all responsibility for the maintenance of all storm water management systems located on the Property in accordance with the approved and installed original design plans, whether the same are contained within easements on Lots or contained within the Common Areas.

Section 8.2. Reserved.

Section 8.3. Landscaping Easement. An Easement for landscaping is reserved across all Lots and Common Areas as shown on the Plat recorded herewith. Within this easement Declarant shall plant the original landscaping. Within this easement, no structure, planting, or other material shall be placed by an Owner or permitted, by an Owner, to remain, which may obstruct or interfere with the planting and maintenance of said vegetation. Provided, however, that the Declarant or the Association may do additional landscaping within this Easement. The Association shall, after the initial planting is complete, be responsible for the care, pruning, and replacement of this vegetation, as it is needed. Therefore, the Association, its agents and assigns, may enter on the Lots

over which this easement lies for the purposes aforesaid. The Owner shall not prune, replace, or harm this vegetation. This easement shall be perpetual and shall run with the land.

Section 8.4. Easements of the Association. There is hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the Association, including such access easements as are necessary for ingress, egress, and maintenance of the Common Areas and Landscaping Easements.

Section 8.5. Pipes, Ducts, Cables, Wires, Conduits. Each Owner shall have an easement in common with the Owners of all other Lots to use pipes, wires, ducts, cables, conduits, telephone, and public utility lines. The Association, its agents, and such telephone, electric, and other utility companies as may be appropriate, but no other person or entity without the consent of the Owner, shall have the right of access to each Lot to inspect the same, to remove violations therefrom, and to maintain, repair, or replace same.

Section 8.6. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall run with the land for the use and benefit of the Lots superior to all other encumbrances which may hereafter be applied against or in favor of the Properties, Lots or any portion hereof.

Section 8.7. Declarant's Easements to Correct Drainage. For a period of ten (10) years from the date of submission of each Lot to this Declaration, the Declarant reserves an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to perform any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as nearly as is practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 8.8. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Declarant or builders are engaged in developing or improving any portion of the Properties, the Declarant and builders and their employees, agents, and assigns shall have an easement of ingress, egress, and use over any portion of the Properties not conveyed as a Lot to an Owner for occupancy for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs, and (iii) conduct of sales activities, including maintenance of model Units. Such easement shall be subject to such rules as may be established by Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of Properties.

Section 8.9. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (i) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (ii) to perform such maintenance as is required by this Declaration or the Supplementary Declaration for such Lot, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 8.10. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers and fire and rescue personnel as is needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 8.11. Common Area Access or Use Easements. There is created a joint easement appertaining to all Lots for ingress, egress, and use of the Common Area, including the Common Areas designated for parking, created and described herein and on the Plat. Said easement of use and enjoyment of the Common Area by Owners shall be subject to the rights granted to the Association hereunder to control and manage maintenance use of the Common Areas. These joint easement rights granted hereunder also include the right to ingress and egress to the Common Area.

Section 8.12. Easement for Ingress and Egress over Private Streets. There is hereby created for all Lot Owners, the Declarant and the Association their heirs, successors, and assigns, a non-exclusive easement for ingress and egress over and across all Private Streets, Roads and Common Areas shown for parking, as shown on the Plat. Said easement of Ingress and Egress shall also be reserved to the reasonable and customary use of guests, invitees and service providers of Lot Owners, the Declarant and the Association. The reasonable regulation of the private Streets, Road and Common Areas for parking shall be governed by the Developer and the Association at their discretion.

Section 8.13. Parking Easement. There is hereby created for the benefit of each Lot Owner, the Declarant and the Association a non-exclusive and mutual easement for parking, and the same is hereby granted by the Declarant over all portions of the Common Areas shown for parking areas. Said parking easement shall be subject to the reasonable and ongoing regulation of the Declarant and/or the Association to preserve the equitable and efficient use of said parking areas amongst all the Owners, the Declarant and the Association for their uses.

Section 8.14. Gatehouse and Gazebo. The Developer will install for the mutual benefit of the Lot Owner's and the Association, the Gatehouse and Gazebo improvements shown on the Plat at the primary entrance to the Property. Said improvements will be installed by the Developer in the Common Area administered by the Association. Said improvements shall be installed and completed no later than the time when 50% of the Lots are sold to third party purchasing Owners. Said improvements shall be for the mutual, non-exclusive use and benefit of the Owners, Developer and Association, and shall be governed by rules adopted for their use by the Developer and the Association.

## ARTICLE NINE GENERAL PROVISIONS

Section 9.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to



enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to the Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration 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. Any amendment must be properly recorded. The Declarant, or its successors and assigns, (not including the Association as successor hereunder) reserves the full and exclusive right to amend or supplement this Declaration at any time, in any fashion, at its discretion without the consent of the Members, the Owners or any other party.

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IN WITNESS WHEREOF, Chatham Land Company, (Declarant), Branch Banking and Trust Company, and its Trustee, have caused this Declaration to be duly executed this 21<sup>st</sup> day of May, 2009.

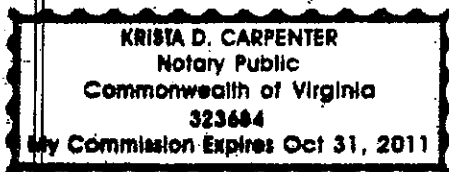
CHATHAM LAND COMPANY, a Virginia corporation

By: *Robert G. Beck*  
Robert G. Beck, President

COMMONWEALTH OF VIRGINIA,  
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2009, by Robert G. Beck, President of Chatham Land Company, a Virginia corporation, on behalf of said Corporation.

My Commission expires: OCTOBER 31, 2011.



*Krista D. Carpenter*  
Notary Public