

DECLARATION  
OF  
COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS  
FOR  
AVALON WOODS II, SECTION ONE

THIS DECLARATION, made on the date hereinafter set forth by HARRISONBURG TOWNHOMES, L.L.C., a Virginia limited liability company, hereinafter referred to as "Declarant."

W I T N E S S E T H

WHEREAS, Declarant is the owner of 3 certain parcels of land containing 7.0 acres, more or less, located in the City of Harrisonburg and being the same property acquired by Declarant by the following deeds:

Parcel One – That certain lot or parcel of land containing 4 acres 33 poles, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of ways thereunto appertaining, located on Old Port Republic Road in the City of Harrisonburg, formerly in Central District, Rockingham County, Virginia, and further described as follows:

"Beginning at a stake in W.G. Leake's line; thence through the tract N 62 3/4 W 27 poles to a stake; thence S 24 W 29 1/2 poles to a stake in John Kelley's line; thence with his line and passing his corner with William Shipe's line S 75 3/4 E 24 poles to a stake in his line and corner to W.G. Leake; thence with Leake's line N 32 E 24.1 poles to the beginning."

Parcel One being that same parcel or tract of land conveyed to Declarant by deed dated October 2, 2002, from Eva Tobin, acting by and through Betty Lou (Pete) Ellis, her attorney in fact. Said deed is recorded in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia in Deed Book 2146, page 135.

Parcel Two - That certain lot or parcel of land containing 72.7 poles,

more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of ways thereunto appertaining, situate about one-half mile southeast of Mabel Memorial Church on the west side of the Port Republic Road, formerly in Central District, Rockingham County, Virginia, adjoining Owen Dillard and Melvin Tobin, and according to a survey of A.R. Myers, S.R.C., made April 6, 1920, is bounded as follows:

“Beginning at a planted stone on the west side of the road, Manning’s corner; thence with his line N 73 ¼ W 7.68 poles to a fence anchor in said line, Mack Johnson’s corner; thence with his line N 32 ¼ E 19.88 poles crossing the road to a stake on the east side of same, new corner; and thence by a new line through the tract, S 10 W 19 poles recrossing the road to the beginning.”

Parcel Two being that same parcel or tract of land conveyed to Declarant by deed dated July 15, 2002, from L. Corinne Armentrout. Said deed is recorded in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia in Deed Book 2105, page 767.

Parcel Three - That certain lot or parcel of land containing 2.5 acres, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of ways thereunto appertaining, situate near Port Republic Road, now Reservoir Street, previously in Central District, Rockingham County, Virginia, now in the City of Harrisonburg, Virginia, more particularly described by a metes and bounds description in that certain deed dated January 24, 1920, and recorded in the aforesaid Clerk’s Office in Deed Book 115, page 527. Parcel Three being the same property acquired by the Declarant by deed dated December 16, 2002, from Elzie L. Vest, Rebecca June Bare, Rhonda Harper Lentz, Larry W. Smallwood, Linda L. Matthews, Donnie Lee Smallwood, and Claudia L. Kelly, recorded in the aforesaid Clerk’s Office in Deed Book 2184, page 433.

Declarant is presently developing a portion of this land containing 4.589 acres, more or less, known and designated as “AVALON WOODS II, SECTION

ONE" situate on Reservoir Street in the City of Harrisonburg, Virginia, as shown and designated on a plat entitled, "Final Plat of Avalon Woods II, Section One" dated the 2nd day of July 2003 and revised the 22nd day of October, 2003, Section One" dated the 25th day of September 2003, and made by Barry E. Lotts, 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 of this instrument; and

WHEREAS, Rockingham Heritage Bank has a Deed of Trust, which is recorded in the aforesaid Clerk's Office in Deed Book 2359, page 783, on the property that is subject to this Declaration, Rockingham Heritage Bank and its Trustee, Stephen T. Heitz, join in the Declaration to evidence their consent; and

WHEREAS, Declarant will convey a portion of the said property containing 4.589 acres as more particularly described on the plat prepared by Barry E. Lotts, dated September 25, 2003, and entitled "Final Plat of Avalon Woods II, Section One" dated the 2nd day of July 2003 and revised the 22nd day of October, 2003, Section One", recorded immediately prior hereto, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that said 4.589 acres, more or less, of the aforesaid property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and liens shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. Declarant may choose to add additional property that shall be subject to this Declaration. Additionally, Declarant reserves the right to not add any additional property and to sell or transfer any remaining property owned by Declarant free from this Declaration.

## ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Avalon Woods II Owners Association, Inc., its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the governing body of the Association.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Members of the Association.

Section 4. "Declarant" shall mean and refer to Harrisonburg Townhomes, L.L.C., its successors and assigns. The rights and obligations set forth herein of the Declarant, as Declarant, shall cease no later than when the last lot is sold.

Section 5. "Development Limits" shall mean and refer to the total of 7 acres, more or less, as previously set forth herein, and any additional land which may be owned or acquired by the Declarant, that may become a part of the Properties at the discretion of the Declarant.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common Area.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association as follows:

- (1) **Class A.** Class A members shall be comprised of those persons or entities which own a fee simple interest (or an undivided fee simple interest) in, and are the record owners of title to, any lot in the Association's Development; provided, however, that Class A members shall not include (i) persons or entities holding such an interest solely as security for the performance of an obligation, or (ii) the Developer, Harrisonburg Townhomes, L.L.C., its successor or

assignee.

(2) **Class B.** The sole Class B member shall be Harrisonburg Townhomes, L.L.C., the developer of Avalon Woods Subdivision, or its successor or assignee.

**Section 8.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including the Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 9.** "Properties" shall mean and refer to that subdivision of land containing 4.589 acres, more or less, being more specifically described on plats prepared by Barry E. Lotts, Land Surveyor, dated September 25, 2003, and entitled "Final Plat of Avalon Woods II, Section One", that is recorded immediately prior hereto.

**Section 10.** "Voting Power" shall mean and refer to the total vote authorized under Article IV herein.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

**Section 1.** The "Properties." The Properties are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

**Section 2.** Additions to the Properties. Additional properties may become subject to this Declaration in the following manner:

a. *Additions by the Developer.* The Developer shall have the unilateral right to subject to the Declaration any additional property that lies within the Development Limits, provided that not more than five (5) years have lapsed since the recordation of the last Supplementary Declaration among the land records

of the City of Harrisonburg, Rockingham County, Virginia.

The Supplementary Declaration which subjects additional property within the Development Limits to the Declaration shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such Supplementary Declaration. The Supplementary Declaration may contain such complementary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches to which the annexed land or parts thereof may be subject, all of which may be significantly at variance with other portions of the Properties, but all of which shall be consistent in quality with the improvements constructed on the Properties.

The additions authorized under subsections "a" and "b" shall be made by complying with the requirements of the applicable City/County Zoning Ordinance; by securing the approval of the Federal Mortgage Agencies, if required; by recording on these land records one or more Supplementary Declarations of covenants and restrictions with respect to the additional property; and by filing with the Association the preliminary plat for such addition.

Section 3. The Development Limits Land.

- a. The Development Limits shall not bind the Developer to add to the Properties any or all of the lands which are shown on the Development Limits, nor to improve any portion of such lands unless and until a Supplementary Declaration is filed by the Developer for such property which subjects it to this Declaration. Thereupon, the Developer shall be obligated to complete development of the portion of the Properties annexed by the Supplementary Declaration.

b. *Unsubmitted Land.* The Developer hereby reserves the right to develop the land depicted in the Development Limits and not yet submitted to this Declaration, as desired by the Developer in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the land or to changes in requirements of government agencies and financial institutions.

### ARTICLE III MEMBERSHIP

Every Owner, including the Declarant, shall be a Member of the Association. Where there is more than one Owner of a Lot, each Owner shall be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, except to person occupying a Lot as herein provided. Ownership of a lot shall be the sole qualification for membership. The benefits of membership may be assigned in writing with a copy to the Board of Directors by the Owner to any person who occupies Owner's Lot.

### ARTICLE IV VOTING RIGHTS

Each Owner shall be a Class A Member and shall be entitled to one vote for each Lot as to which he qualifies as an Owner. However, in no event shall more than one vote be cast with respect to any Lot, except the Declarant as a Class B Member. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article Three.

Where there is more than one person or entity constituting the Owner of a lot, the vote for such Lot shall be exercised as they among themselves determine.

## ARTICLE V COMMON AREA

**Section 1. Obligations of the Association.** The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management, maintenance, repair and control for the benefit of the Members of the Common Areas conveyed to it, including the detention pond and spillway, and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

**Section 2. Members' Easement of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easements shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

- (1) The right of the Association to charge reasonable fees for the use of any facility situated upon the Common Area.
- (2) The right of the Association, in accordance with its Articles and By-laws to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property.
- (3) The right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against his Lot remains unpaid.
- (4) The right of the Association to dedicate or transfer all or any part of the Common Area or any easement therein to any public agency, authority or utility for each purpose and subject to such conditions as may be agreed to in the instrument of dedication or transfer. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of the voting power has been recorded, agreeing to such dedication or transfer.

**Section 3. Delegation of Use.** Any Member may delegate in Accordance

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with the Articles and By-laws enacted thereunder, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, contract purchasers who reside on the property, or otherwise, as provided in the by-laws or Rules.

**Section 4. Title to the Common Area.** The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association with good and marketable title and free and clear of liens no later than when the last lot is sold.

#### ARTICLE IV EASEMENTS

**Section 1. Encroachments and Support.** If any improvement constituting part of any Lot or part of the Common Area now or hereafter encroaches on any (other) Lot or on the Common Area by reason of:

- (1) the original construction thereof;
- (2) deviation within normal construction tolerances in the maintenance or repair of any improvement;
- (3) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. To the extent that any land or improvement constituting part of any Lot or part of the Common Area now or hereafter supports or contributes to the support of any land or improvement constituting part of any (other) Lot or on the Common Area, the former is hereby burdened with an easement for the support of the latter.

**Section 2. Easement Reserved to Declarant.** The Declarant hereby reserves an exclusive easement over the Properties, which easement shall arise upon the conveyance of the Common Area to the Association whether or not mentioned in that conveyance, for the purpose of:

- (1) Completing the construction of all improvements on the Property;
- (2) Placing and maintaining signs on the Common Area;
- (3) Placing communications, Cable television, or satellite infrastructure upon the Property; and
- (4) Any other lawful purpose.

This easement shall be perpetual and exclusive to the Declarant.

**Section 3. Utilities.** The Property as a whole is hereby made subject to an easement for the provision to any portion or portions of the Property of utilities, including water, sewer, electricity, gas, and telephone service. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where initially installed with the recorded permission of the Declarant, where contemplated on any site plan approved by the Declarant. The right is hereby reserved to the Declarant to grant to any public utility companies easements over and through any portion or portions of the Properties, including (without limitation) any Lots of which the Declarant is not the Owner at the time such easements are granted. The right is further reserved to the Declarant to grant any easements required by any government or governmental agency over any portion or portions of the Properties, including (without limitation) any Lots of which the Declarant is not the Owner at the time such easements are granted.

The Property is subject to a 10' Utility Easement inside all exterior property lines and centered on all interior lot lines except where lot lines pass through buildings as shown on the Final Plat of Avalon Woods II, Section One, prepared by Barry E. Lotts, dated July 2, 2003 and revised October 22, 2003, and recorded immediately prior hereto.

**Section 4. Easement for Ingress and Egress for the Benefit of the Owners of Lots in Avalon Woods II (Section One and all future sections) and**

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all Additional Land which may become part of this development. Declarant hereby conveys to the Owners of Avalon Woods II (Section One and all additional land which may become part of this development over which the private access easement passes), their heirs, successors, and assigns, and the Association, its successors and assigns, an easement for ingress and egress across all Lots and Common Areas over which passes the Private Access Easement, as shown on the plat entitled "Final Plat of Avalon Woods, Section One", prepared by Barry E. Lotts, L.S. dated November 16, 2000, and recorded in the aforesaid Clerk's Office in Plat Cabinet C, Slide 47, and the plat entitled "Final Plat of Avalon Woods, Section Two", prepared by Barry E. Lotts, L.S., dated February 14, 2002, and recorded in the aforesaid Clerk's Office in Plat Cabinet C, Slide 107, and the plat entitled "Final Plat of Avalon Woods, Section Three, dated May 1, 2003, and recorded in the aforesaid Clerk's Office in Deed Book \_\_\_\_\_, page \_\_\_\_\_, and over all additional land, which may later be added to this development, and which connects to the Private Access Easements aforesaid. Provided, however that the land identified as additional land contained in the Developmental Limits shall not be encumbered by said easement until such time as it becomes part of this development by the recordation of a Supplemental Declaration.

**Section 5. Easement for Ingress and Egress for the Benefit of the Owners of Lots in Avalon Woods Sections One, Two, Three and Additional Land.** Declarant hereby conveys to the Owners of Lots in Avalon Woods Section One, Two, and Three and all additional land identified within the Development Limits which becomes part of this development, their heirs successors and assigns, and to the Avalon Woods Owners Association, Inc., and the Association, an easement for ingress and egress over and across all Lots and Common Areas in Avalon Woods II, Section One over which passes the Private Access Easement, as shown the on the plat entitled "Final Plat of Avalon Woods II, Section One," prepared by Barry E. Lotts, L.S. dated July 2, 2003, and revised October 22, 2003, and recorded in the aforesaid Clerk's Office immediately prior hereto.

**Section 6. Mutual Access Easement.** This Property is subject to a 10' mutual access easement along the inside of all rear lot lines as shown on the Final Plat of Avalon Woods II, Section One, prepared by Barry E. Lotts, dated July 2, 2003, and revised October 22, 2003, and recorded immediately prior hereto.

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**Section 7. Easement for Operation, Maintenance and Replacement of Stormwater Drainage Improvements.** Declarant hereby assigns to the Association an easement for the storm water drainage improvements shown on the plat attached to the Stormwater Management Easement and agreement dated June 27, 2003 and recorded in the aforesaid Clerk's Office in Deed Book 2314, page 589. Said easement shall be for the purpose of constructing, operating, maintaining, adding to or replacing, present or future storm drainage facilities, necessary structures and appurtenances necessary for the disbursement of storm water and for its transmission through and across the property of Grantors.

**Section 8. Private Access and Utility Easement.** All common areas are subject to private access and utility easements.

**Section 9. Parking Easement.** Each Owner is hereby declared to have an easement and the same is hereby granted by the Declarant over all lots and Common Areas for the sole purpose of ingress and egress and the parking of vehicles as set forth herein.

## ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligations of Assessments.** The Declarant, for each improved lot owned within the Property, 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; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Such annual and special assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, 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 in the manner as hereinafter provided and subject to prior liens upon the property as hereinafter provided. 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.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Property and in particular for the administrative costs of the Association and the improvement, maintenance, and repair of the Common Area.

The Association shall use such assessments and levies for the general purposes stated above, and in addition thereto shall be required to maintain and operate the following:

- (1) The Association shall provide maintenance and repairs on the Common Area, including improvements such as the walkways, the storm water system, detention pond, spillway, and the covered shelter area. If need for such repair is caused by the willful or negligent act or omission of an Owner, his family, guests, or tenants, the costs of such repairs shall be added to and become a part of the assessment to which such Lot is subject.
- (2) The Association shall maintain all open and Common Areas, as well as all lights, travel ways and parking areas. The Association shall contract for services for the collection of garbage and trash and shall provide snow removal and grass cutting for the Common Area.
- (3) The Association shall operate, maintain add too and replace, present or future storm drainage facilities, necessary structures and appurtenances necessary for the disbursement of storm water and for its transmission through and across the property identified on the Tax Maps Harrisonburg, Virginia as 84-C-2. Further, the Association shall maintain the Spillway area located on that parcel of land identified on the aforesaid Tax Maps as 84-C-2.
- (4) The Association shall operate such recreational facilities as it deems

proper for the use of the Members.

- (5) The Association shall further be in charge of the general policing and control of the entire subdivision.

**Section 3. Annual Assessments.** Within thirty (30) days prior to the annual meeting of the Association, the Board of Directors shall estimate the net charges to be paid during the following year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's operation). Said "Common Expense Fund" shall be assessed to the Owner as provided in Section 5 of this Article. Declarant will be liable for the amount of any assessments against completed units owned by the Declarant; however, there shall be no assessment on unimproved Lots owned by Declarant. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owner in like proportion unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board of Directors annually or in such other reasonable manner as the Board of Directors shall designate.

- (1) The Common Expense Fund may also include such amounts as the Board of Directors may deem proper for general working capital, for a general operating reserve, for a reserve fund for replacements and major maintenance and to make up for any deficit in the common expenses for any prior year.
- (2) The omission by the Board of Directors before the expiration of any year to fix the assessments hereunder, for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions hereof or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.
- (3) The Board of Directors or its designee shall keep detailed, accurate

records in chronological order, for the receipts and expenditures affecting the Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner upon written request at reasonably convenient hours.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, or reconstruction, or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment must be approved by two-thirds of the voting power. Voting for special assessments shall be in person or by proxy at a meeting duly called for this purpose, pursuant to the normal notice required for meeting as provided under the By-laws of the Association, if none is so provided or under Virginia state law.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all improved Lots, and may be collected on an annual, semi-annual, quarterly, or monthly basis as determined by the Board of Directors. There shall be no assessment for unimproved Lots owned by the Declarant.

**Section 6. Effect of Nonpayment of Assessments.** 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, up to the maximum interest rate provided by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot(s) involved, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. An action at law to recover a money judgment for delinquent assessments shall be maintainable without foreclosing or waiving the lien securing same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Lien for Payment of Assessments and Subordination of Lien to First Mortgage. There shall be a continuing lien upon each of the individual lots herein, in order to secure the payment of any of the assessments provided under this Declaration. Such lien shall include interest costs and reasonable attorney's fees incident to collection of the assessment. Such lien shall be at all times subject and subordinate to any first mortgage or deed of trust, securing an institutional lender, placed on the property at any time. However, at such time as the Association places on record a notice of delinquency as to any particular Lot on a form prescribed by the Board of Directors, then, from the time of recordation of said notice the lien of such delinquency assessments in the amount stated in such notice shall become a lien prior to any mortgages or deeds of trust placed of record subsequent to the date of said notice, in the same manner as the lien of a docketed judgment in the Commonwealth of Virginia.

A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien upon any Lot created hereunder, shall be conclusive upon the Board of Directors, as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrances or prospective encumbrances of a Lot upon request at a reasonable fee. Unless the request for a certificate of indebtedness shall have been complied with within fifteen (15) days, all unpaid assessments that become due prior to the date of making such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Lot may pay any unpaid assessments payable with respect to such Lot and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof.

The lien of the assessments provided for herein, whether or not notice has

been placed of record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature.

## ARTICLE VI PARTY WALLS

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding the party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the rights of any such Owner regarding liability for negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right of Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising

concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator.

## ARTICLE VII ARCHITECTURAL CONTROL

The Architectural Review Board.

**Section 1. Composition.** Until the Developer's rights cease, the Architectural Review Board shall be composed of the Developer and its designees.

When the Developer's rights as Developer cease, the Architectural Review Board shall consist of three or more persons who shall be appointed by the Board of the Association.

**Section 2. Powers and Duties.** The Architectural Review Board shall regulate the external design, appearance, and location of improvements located on the Properties in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Boards shall:

(1) Review and approve, modify, or disapprove written applications of Owners and of the Association for improvements or additions to Lots, Units, or Common Areas. Notice of any disapprovals of applications shall be by Registered Notice. Approvals shall be sent by regular mail.

(2) Monitor Lots for compliance with architectural standards and approved plans for alteration in accordance with the Bylaws and all Resolutions of the Board of the Association.

(3) Adopt architectural standards subject to the confirmation of the Board of the Association; and

(4) Adopt procedures for the exercise of its duties.

Section 3. Failure to Act. In the event the Architectural Review Board fails to approve, modify, or disapprove, in writing, a correctly filed application within forty-five (45) days, approval will be deemed granted. Notification of total or partial disapproval shall include the reasons for such disapproval. Failure of the Architectural Review Board or the Board of the Association to enforce the architectural standards or to notify an Owner of noncompliance with architectural standards or approved plans for any period of time shall not constitute a waiver by the Architectural Review Board or the Board of the Association of the enforcement of this Declaration at any later date.

## ARTICLE VIII EXTERIOR MAINTENANCE

Owners shall be responsible for the maintenance of their Units and their lots, including but not limited to lawn care and maintenance. However, 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 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 deed, and those claiming lien, and every lot owner so in default, by the acceptance of his deed, and those claiming under him, 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 tortious 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.

During the period of Declarant Control, Declarant reserves the right to enter upon Lots, whose appearance is unacceptable to Declarant, and mow the lawn of said Lots. The cost of this mowing shall be the responsibility of the Lot Owner.

## ARTICLE IX USE RESTRICTION

**Section 1. Limitation on Use of Lots and Common Area.** The Lots and Common Area shall be occupied and used as follows:

- (1) All Lots shall be used for single-family residential purposes only. No more than two unrelated people can inhabit a Unit.
- (2) No Owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used, for any purpose other than as a residence for the Owner and the Owner's family or the Owner's lessees or guests.
- (3) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Association.
- (4) Nothing shall be done or kept in any Lot or in the Common Area that will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of the law. No waste will be committed in the Common Area.
- (5) No sign of any kind shall be displayed to the public view on or from any Lot or the Common Area, without the prior written consent of the Association.

- (6) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot or in the Common Area; except that dogs, cats, or other commonly accepted household pets may be kept on a Lot, for non-commercial purposes, subject to rules and regulations adopted by the Board of Directors.
- (7) No noxious or offensive activity shall be carried on in any Lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners. No use shall be permitted or maintained on any Lot or Common Area which produces or contributes to noise, that because of excessive or unusual volume, duration, intermittence, time of day, beat, frequency, or pitch is objectionable to Owners of other Lots in Avalon Woods. The Association Board of Directors shall pass appropriate resolutions for the enforcement of this use restriction, which may include, but is not limited to an additional assessment to be levied against the Owner responsible for the violation. Such assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and subject to prior liens upon the property. 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.
- (8) Nothing shall be altered or constructed in, or removed from, the Common Area, except upon the written consent of the Association.
- (9) There shall be no violation of rules for the use of the Common Area and Lots adopted by the Board of Directors and furnished in writing to the Owners, and the Board of Directors is authorized to adopt such rules.
- (10) Nothing in this Declaration shall be construed to deny the right hereby reserved to the Declarant for a period of one year following the

recordation of this Declaration to maintain sales offices anywhere on the Common Area or on any Lot of which the Declarant is the Owner.

- (11) Declarant shall initially allocate to Owner two parking spaces for each unit. The Association shall be responsible for allocating two parking lots to the Owner of each Unit after the period of Declarant Control ceases. No unit shall occupy more than two parking spaces except for "temporary guests." Temporary guests shall mean less than two nights per month
- (12) No motorized vehicles of any kind shall be permitted upon any areas within said subdivision except for the streets and parking areas constructed by Declarant. No right of vehicular access shall exist across any Lot in said subdivision except for those areas upon which streets or parking areas have been constructed by Declarant.
- (13) There shall be no fencing or hedges in the front of any of the townhouse units, and all fencing to the rear of the townhouse units shall be attached to the individual unit and be of one-inch by six-inch pressure-treated lumber on both sides of a board-on-board fence not higher than six feet, mounted to the property wall and to extend no more than twelve feet from the party wall. No fence shall be constructed until the Architectural Review Board and Board of Directors of the Association shall have approved the same.
- (14) Each Owner shall keep all Lots owned by him and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to

the Owner as provided in the Bylaws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the building erected thereon. All costs related to such correction, repair or restoration shall become a special assessment upon such Lot.

- (14) No baby carriages, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain outside of any townhome except on the rear patio. The Association shall specifically have authority to impound all such articles to remain outside in violation of this provision and to make a charge for the safekeeping and return thereof.
- (15) No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any character shall be constructed upon any Lot or dwelling located thereon, except as exterior painting is permitted by the prior paragraph, unless the plan of construction, including quality of workmanship, design, colors and materials, shall have been approved in writing by the Owners Association as being in harmony with the whole subdivision, especially the adjoining townhouse unit.
- (16) No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks or any other motor vehicle, other than automobiles, motorcycles, pickup trucks or vans shall be permitted on any Lot, except during the course of construction. No motor vehicle or material portion thereof that does not have a current license or current Virginia inspection sticker shall be permitted on any Lot.

**Section 2. Entry for Repairs.** The Association or Declarant or their agents may enter any Lot or residence thereon when necessary in connection with any maintenance, landscaping or construction for which the Association or

Declarant is responsible. Such entry shall be made at reasonable hours and with, as little inconvenience to the Owner as practicable, and the Association or Declarant out of the Common Expense Fund shall repair any damage caused thereby.

## ARTICLE X INSURANCE

The Board of Directors shall have the right to purchase insurance for all Lots and residences thereon or for a limited group of owners which decide to participate in type, amount, and coverage policies, whether purchased by the Association or individual Owners, shall be paid for by the individual Owners, either directly to the Association, as the Board of Directors may designate, on a pro-rata basis. The premium for said insurance, if unpaid, shall become a lien upon the individual Lot in the same manner as provided for the annual and special assessments. Should an individual Owner request more than the minimum coverage required by the Board of Directors, then the Board of Directors, if purchasing insurance, shall order this additional coverage for the individual Owner to be paid for by him at the time of purchase.

## ARTICLE XI GENERAL PROVISIONS

Section 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 or the By-laws or rules and regulations of the Association. Failure by the Association or by an Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Duration. The covenants, conditions, reservations 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, the Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, 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.

Section 4. Amendment. For a period of three (3) years after the recording of this Declaration, the Developer may make any amendment unilaterally which is required by the Federal Mortgage Agencies or the City of Harrisonburg or Rockingham County, Virginia, as a condition of approval of the documents by the execution and recordation of such amendment following registered notice to all Owners. After such three (3) year period, or to make any amendment which is not one required by such agencies, any amendment shall be accompanied by a document signed by such agencies, any amendment shall be accompanied by a document signed by not less than sixty-seven percent (67%) of the Class A Members and the Declarant. Any amendment must be recorded in the land records of Rockingham County, Virginia in order to become effective.

Section 5. Interpretation. All the terms and words used in the Declaration, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular or plural), and any other gender (masculine, feminine or neuter), as the context or sense of this Declaration or any paragraph or clause hereof may require, the same as if such words had been fully and properly written in the number and gender.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be signed this 4th day of December, 2003.

HARRISONBURG TOWNHOMES, L.L.C., a  
Virginia limited liability company

By: David M. Frakelton (Seal)  
DAVID GILMER FRACKELTON, Manager

ROCKINGHAM HERITAGE BANK,  
Noteholder

By: Steven H. Gordon (Seal)  
STEVEN H. GORDON, Vice President

Stephen T. Heitz (Seal)  
STEPHEN T. HEITZ, Trustee

COMMONWEALTH OF VIRGINIA,  
CITY OF HARRISONBURG to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 4th day of December 2003, by DAVID GILMER FRACKELTON, Manager of Harrisonburg Townhomes, L.L.C., a Virginia limited liability company, on behalf of the company.

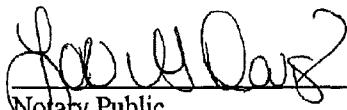
My commission expires: 6/30/2004

Cynthia L. Monroe  
NOTARY PUBLIC

B 2404 P 625

STATE OF VIRGINIA AT LARGE  
CITY/COUNTY OF Harrisonburg, to-wit:

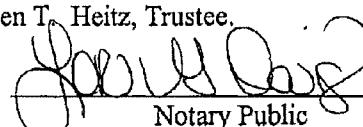
The foregoing instrument was acknowledged before me this 5 day of December, 2003, by Steven H. Gordon, Vice President of Rockingham Heritage Bank.

  
Notary Public

My commission expires: 6/30/07

STATE OF VIRGINIA AT LARGE  
CITY/COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me this 5 day of December, 2003, by Stephen T. Heitz, Trustee.

  
Notary Public

My commission expires: 6/30/07

STATE OF VIRGINIA: In the Circuit 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 acknowledgement annexed, admitted to record this  
day of Dec, 20 03 at 9:37 AM. I certify that  
taxes were paid when applicable:

Sec. 58-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 33.00 Copies 13.50 TESTE

L. WAYNE HARPER  
CLERK 46.50

Deed Book No 2404 Page 599

27

CLARK & BRADSHAW, P.C.  
ATTORNEYS AT LAW  
92 NORTH LIBERTY STREET  
P.O. BOX 71  
HARRISONBURG, VIRGINIA  
22803

**DECLARATION OF PROTECTIVE COVENANTS  
AND CONDITIONS OF  
AVALON WOODS II, SECTION TWO  
CITY OF HARRISONBURG, VIRGINIA**

This Declaration of Protective Covenants ("Declaration") is made this 8th day of April, 2004, by HARRISONBURG TOWNHOMES, L.L.C., a Virginia limited liability company, hereinafter "Declarant,"

**WITNESSETH**

WHEREAS, Declarant is the owner of certain property in the City of Harrisonburg, Virginia, which consists of twenty-five (25) lots, with common areas, being developed as Avalon Woods II, Section Two and being more particularly described on a plat prepared by Barry E. Lotts, Land Surveyor, entitled "Final Plat of Avalon Woods II, Section Two, dated December 30, 2003, and revised February 10, 2004, which plat is to be recorded immediately prior hereto; and

WHEREAS, Lots 48 through 72, inclusive, as shown on the aforesaid plat, are to be sold subject to the Declaration of Protective Covenants and Conditions of Avalon Woods II, Section One dated December 4, 2003, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2404, at Page 599, in order to insure purchasers of said lots a uniform mode of development; and

WHEREAS, Rockingham Heritage Bank has a lien on the property that is subject to this Declaration. Rockingham Heritage and its Trustee join in the Declaration to evidence their consent; and

NOW, THEREFORE, Declarant covenants and agrees for itself, its successors and assigns that Lots 48 through 72, inclusive, as shown on the plat of Avalon Woods II, Section Two shall be sold and held by the purchasers thereof, their heirs, successors, devisees, and assigns, subject to the **Declaration of Protective Covenants and Conditions of Avalon Woods II**,

**Section One recorded in the aforesaid Clerk's Office in Deed Book 2404, at Page 599 and also to the easement contained herein and all easements as shown on the aforesaid Plat which is recorded immediately prior hereto.**

Declarant hereby conveys to the Owners of Lots in Avalon Woods Section One, Two, and Three, Avalon Woods II Sections One and Two, and all additional land identified within the Development Limits which becomes part of this development, their heirs successors and assigns, and to the Avalon Woods Owners Association, Inc., and to the Avalon Woods II Owners Association, Inc., an easement for ingress and egress over and across all Lots and Common Areas in Avalon Woods II, Section Two over which passes the Private Access Easement, as shown on the plat entitled "Final Plat of Avalon Woods II, Section Two," prepared by Barry E. Lotts, L.S. dated December 30, 2003, revised February 10, 2004, and recorded in the aforesaid Clerk's Office immediately prior hereto.

Invalidation of any of the provisions of this instrument by judgment or Court Order shall in no way affect any of the other provisions and shall remain in full force and effect.

**IN WITNESS WHEREOF**, Harrisonburg Townhomes, L.L.C., Rockingham Heritage Bank and its Trustee have caused this deed to be signed in their names and on their behalf as thereunto duly authorized.

HARRISONBURG TOWNHOMES, L.L.C., a  
Virginia limited liability company

By:  (Seal)  
DAVID GILMER FRACKELTON, Manager

ROCKINGHAM HERITAGE BANK, Noteholder

By:  (Seal)  
STEVEN H. GORDON, Executive Vice President

Stephen T. Heitz, Trustee (Seal)  
STEPHEN T. HEITZ, Sole Acting Trustee

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 8th day of April, 2004, by DAVID GILMER FRACKELTON, Manager of Harrisonburg Townhomes, L.L.C., a Virginia limited liability company on behalf of the company.

My Commission Expires: 6/30/2004

Jeffrey D. Mummaw  
NOTARY PUBLIC

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

Subscribed, sworn to, and acknowledged before me by STEVEN H. GORDON, Executive Vice President, of Rockingham Heritage Bank, Noteholder, this 8 day of April, 2004.

My Commission Expires: 6/30/07

Steven H. Davis  
NOTARY PUBLIC

B 2463 P 711

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

Subscribed, sworn to, and acknowledged before me by STEPHEN T.  
HEITZ, TRUSTEE, this 8 day of April, 2004.

My Commission Expires: 6/30/07

Wayne Harper  
NOTARY PUBLIC

04 APR 13 11:21:55  
FILED 11:21:55  
CIRCUIT CLERK  
L. WAYNE HARPER, CLERK

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 acknowledgement annexed, admitted to record this  
13 day of April, 2004 at 9:55 AM. I certify that  
taxes were paid when applicable:

Sec. 58-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 1900 Copies 200 TESTE

L. WAYNE HARPER 24.00  
CLERK

Deed Book No 2463 Page 708

0408766

CLARK & BRADSHAW, P.C.  
ATTORNEYS AT LAW  
92 NORTH LIBERTY STREET  
P. O. BOX 71  
HARRISONBURG, VIRGINIA  
22803

B 2 5 7 0 P 3 0 2

**DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS  
OF  
AVALON WOODS II, SECTION THREE  
CITY OF HARRISONBURG, VIRGINIA**

This Declaration of Protective Covenants ("Declaration") is made this 19th day of October, 2004, by HARRISONBURG TOWNHOMES, L.L.C., a Virginia limited liability company, hereinafter "Declarant,"

**WITNESSETH**

WHEREAS, Declarant is the owner of certain property in the City of Harrisonburg, Virginia, which consists of fourteen (14) lots, being developed as Avalon Woods II, Section Three and being more particularly described on a plat prepared by Barry E. Lotts, Land Surveyor, entitled "Final Plat of Avalon Woods II, Section Three, dated August 16, 2004, which said plat is to be recorded immediately prior hereto; and

WHEREAS, Lots 73 through 86, inclusive, as shown on the aforesaid plat, are to be sold subject to the Declaration of Protective Covenants and Conditions of Avalon Woods II, Section One dated December 4, 2003, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2404, at Page 599, in order to insure purchasers of said lots a uniform mode of development; and

WHEREAS, Rockingham Heritage Bank has a lien on the property that is subject to this Declaration, Rockingham Heritage and its Trustee join in the Declaration to evidence their consent; and

NOW, THEREFORE, Declarant covenants and agrees for itself, its successors and assigns that Lots 73 through 86, inclusive, as shown on the plat of Avalon Woods II, Section Three shall be sold and held by the purchasers thereof, their heirs, successors, devisees, and assigns, subject to the Declaration of Protective Covenants and Conditions of Avalon Woods II, Section One recorded in the aforesaid Clerk's Office in Deed Book 2404, at Page 599 and also to the easement contained herein and all easements as shown on the aforesaid Plat which is recorded immediately prior hereto.

Map No. 84 C 18  
MBC/LSE:clm  
Drafted by:

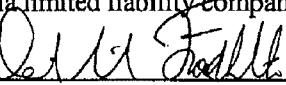
CLARK & BRADSHAW, P.C.  
ATTORNEYS AT LAW  
92 NORTH LIBERTY STREET  
P.O. BOX 71  
HARRISONBURG, VIRGINIA  
22803  
10/19/04  
#04-1147

Declarant hereby conveys to the Owners of Lots in Avalon Woods Section One, Two, and Three, Avalon Woods II Sections One and Two, and all additional land identified within the Development Limits which becomes part of this development, their heirs successors and assigns, and to the Avalon Woods Owners Association, Inc., and to the Avalon Woods II Owners Association, Inc., an easement for ingress and egress over and across all Lots and Common Areas in Avalon Woods II, Section Three over which passes the Private Access Easement, as shown the on the plat entitled "Final Plat of Avalon Woods II, Section Three," prepared by Barry E. Lotts, L.S. dated August 16, 2004, and recorded in the aforesaid Clerk's Office immediately prior hereto.

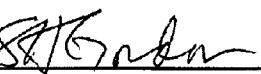
Invalidation of any of the provisions of this instrument by judgment or Court Order shall in no way affect any of the other provisions and shall remain in full force and effect.

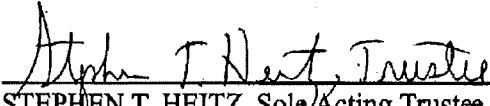
IN WITNESS WHEREOF, Harrisonburg Townhomes, L.L.C., Rockingham Heritage Bank and its Trustee have caused this deed to be signed in their names and on their behalf as thereunto duly authorized.

HARRISONBURG TOWNHOMES, L.L.C., a  
Virginia limited liability company

By:  (Seal)  
DAVID GILMER FRACKELTON, Manager

ROCKINGHAM HERITAGE BANK, Noteholder

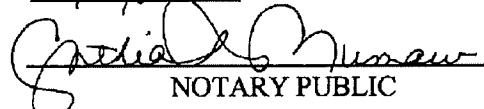
By:  (Seal)  
STEVEN H. GORDON, Executive Vice President

 (Seal)  
STEPHEN T. HEITZ, Sole Acting Trustee

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 19<sup>th</sup> day of October, 2004, by DAVID GILMER FRACKELTON, Manager of Harrisonburg Townhomes, L.L.C., a Virginia limited liability company on behalf of the company.

My Commission Expires: 10/30/2008

  
NOTARY PUBLIC

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

Subscribed, sworn to, and acknowledged before me by STEVEN H. GORDON, Executive Vice President, of Rockingham Heritage Bank, Noteholder, this 20<sup>th</sup> day of October, 2004.

My Commission Expires: 12/31/08

  
NOTARY PUBLIC

B 2 5 7 0 P 3 0 5

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

Subscribed, sworn to, and acknowledged before me by STEPHEN T.  
HEITZ, TRUSTEE, this 26th day of October, 2004.

My Commission Expires: 10/31/08

Stephen T. Heitz  
NOTARY PUBLIC

04.CC0721 11:32

L. WAYNE HARPER CLERK

035269

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 acknowledgement annexed, admitted to record this  
26 day of Oct, 2004 at 11:32A M. I certify that  
taxes were paid when applicable:

Sec. 58-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 21.00 Copies 2.00 TESTE \_\_\_\_\_

L. WAYNE HARPER  
CLERK

Deed Book No 2570 Page 302 23.00

ROCKINGHAM COUNTY  
Chaz W. Evans-Haywood  
CLERK OF COURT  
Harrisonburg, VA 22801



60 2009 00037047

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Instrument Number: 2009-00037047

As

Amendment

Recorded On: November 24, 2009

Parties: AVALON WOODS II OWNERS ASSN INC

To

NO GRANTEE

Recorded By: COLDWELL BANKER FUNKHouser

Num Of Pages:

4

Comment:

---

\*\* Examined and Charged as Follows: \*\*

Amendment	6.50	10 or Fewer Pages	14.50
Recording Charge:	21.00		

---

\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: ROCKINGHAM COUNTY, VA

File Information:

Record and Return To:

Document Number: 2009-00037047

COLDWELL BANKER FUNKHouser

Receipt Number: 156011

P O BOX 1426

Recorded Date/Time: November 24, 2009 01:45:56P HARRISONBURG VA 22801

Book-Vol/Pg: Bk-OR VI-3626 Pg-792

Cashier / Station: A Wolverton / Cash Station 3

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THE STATE OF VIRGINIA}  
COUNTY OF ROCKINGHAM}

I certify that the document to which this authentication is affixed is a true  
copy of a record in the Rockingham County Circuit Court Clerk's Office  
and that I am the custodian of that record.

  
Chaz W. Evans-Haywood  
CLERK OF COURT  
ROCKINGHAM COUNTY, VIRGINIA

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS FOR AVALON WOODS II, SECTION ONE

THIS AMENDMENT, made by Avalon Woods II Owners Association, Inc., a Virginia corporation, (the "Association"), located in Harrisonburg, Virginia, amends the Declaration of Covenants, Conditions, Reservations and Restrictions for Avalon Woods II, Section One (the "Declaration"), dated December 4, 2003 and recorded on December 9, 2003 in the Clerks Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2404 Page 599, and applied to Avalon Woods II, Section Two by Declaration dated October 20, 2004, and recorded on October 26, 2004, in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2570, Page 302.

WITNESSETH:

WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended and any such amendment shall be accompanied by a document signed by not less than sixty-seven (67%) of the Class A Members and the Declarant, Harrisonburg Townhomes, L.L.C.;

WHEREAS, the rights and obligations of the Declarant have ceased in accordance with the Declaration;

WHEREAS, at least sixty-seven (67%) of the Class A Members have agreed to amend the Declaration;

NOW THEREFORE, the Declaration is amended as follows:

The headings of the Declaration Articles are amended to read:

**ARTICLE IV-EASEMENTS**

**ARTICLE V-COVENANTS FOR MAINTENANCE ASSESSMENTS**

**ARTICLE VI-PARTY WALLS**

**ARTICLE VII-ARCHITECTURAL CONTROL**

**ARTICLE VIII-EXTERIOR MAINTENANCE**

**ARTICLE IX-XI-USE RESTRICTION**

**ARTICLE X-XII-INSURANCE**

**ARTICLE XI-XIII-GENERAL PROVISIONS**

Witness the following signatures and seals.

Avalon Woods II Owners Association, Inc., a  
Virginia corporation

Date: 11/24/09

By: Vicky Mongold (SEAL)

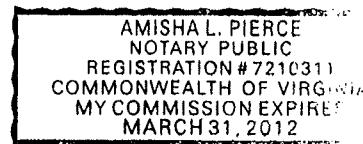
Its: President

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this  
24<sup>th</sup> day of March, 2009, by Vicky Mongold, who is President of  
Avalon Woods II Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 31, 2012  
Registration number 7210311

Amisha L. Pierce  
NOTARY PUBLIC



CERTIFICATION

Pursuant to section 55-515.1 of the Code of Virginia and XI, Section 4 of the Declaration of Covenants, Conditions, Reservations and Restrictions for Avalon Woods II, Section One, I, Vicky Mongold, President, of the Avalon Woods II Owners Association, Inc., a Virginia corporation, hereby certify that at least sixty-seven (67%) of the Class A Members have consented to the adoption of this Amendment.

Avalon Woods II Owners Association, Inc., a Virginia corporation

Date: 11/24/09

By: Vicky Mongold (SEAL)

Its: President

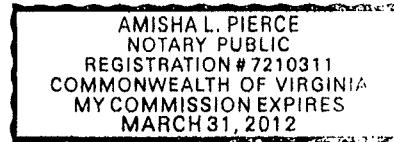
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Harrisonburg, to wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 24<sup>th</sup> day of March, 2009, by Vicky Mongold, who is President of Avalon Woods II Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 31, 2012  
Registration number 7210311

Amisha L. Pierce  
NOTARY PUBLIC

09002121





60 2009 00037049

ROCKINGHAM COUNTY  
Chaz W. Evans-Haywood  
CLERK OF COURT  
Harrisonburg, VA 22801

---

Instrument Number: 2009-00037049

As

Amendment

Recorded On: November 24, 2009

Parties: AVALON WOODS II OWNERS ASSN INC

To

NO GRANTEE

Recorded By: COLDWELL BANKER FUNKHOUSER

Num Of Pages: 4

Comment:

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\*\* Examined and Charged as Follows: \*\*

Amendment	6.50	10 or Fewer Pages	14.50
Recording Charge:	21.00		

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\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: ROCKINGHAM COUNTY, VA

File Information:

Record and Return To:

Document Number: 2009-00037049

COLDWELL BANKER FUNKHOUSER

Receipt Number: 156011

P O BOX 1426

Recorded Date/Time: November 24, 2009 01:45:56P HARRISONBURG VA 22801

Book-Vol/Pg: Bk-OR VI-3627 Pg-1

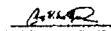
Cashier / Station: A Wolverton / Cash Station 3

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THE STATE OF VIRGINIA}  
COUNTY OF ROCKINGHAM}

I certify that the document to which this authentication is affixed is a true  
copy of a record in the Rockingham County Circuit Court Clerk's Office  
and that I am the custodian of that record.



CLERK OF COURT  
ROCKINGHAM COUNTY, VIRGINIA

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS FOR AVALON WOODS II, SECTION ONE**

THIS AMENDMENT, made by Avalon Woods II Owners Association, Inc., a Virginia corporation, (the "Association"), located in Harrisonburg, Virginia, amends the Declaration of Covenants, Conditions, Reservations and Restrictions for Avalon Woods II, Section One (the "Declaration"), dated December 4, 2003 and recorded on December 9, 2003 in the Clerks Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2404 Page 599, and applied to Avalon Woods II, Section Two by Declaration dated October 20, 2004, and recorded on October 26, 2004, in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2570, Page 302.

WITNESSETH:

WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended and any such amendment shall be accompanied by a document signed by not less than sixty-seven (67%) of the Class A Members and the Declarant, Harrisonburg Townhomes, L.L.C.;

WHEREAS, the rights and obligations of the Declarant have ceased in accordance with the Declaration;

WHEREAS, at least sixty-seven (67%) of the Class A Members have agreed to amend the Declaration;

NOW THEREFORE, the Declaration is amended as follows:

**ARTICLE IX XI**

**USE RESTRICTION**

**Section 1. Limitation or use of Lots and Common Areas.**

(13) There shall be no fencing or hedges in the front of any of the townhouse units, and all fencing to the rear of the townhouse units shall be attached to the individual unit and ~~be of one-inch by six-inch pressure treated lumber on both sides of a board-on-board fence not higher than six feet shall not be higher than six feet.~~ No fence shall be constructed until the Architectural Review Board and Board of Directors of the Association shall have approved the same.

(14) Each Owner shall keep all Lots owned by him and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. However, the Association shall mow any unfenced area on each Lot so long as there is no exceptional or excessive landscaping, as determined by the Board of Directors of the Association. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon as

provided herein, the Association, after notice to the Owner as provided in the Bylaws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the building erected thereon. All costs related to such correction, repair or restoration shall become a special assessment upon such Lot.

(14) (15) No baby carriages, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain outside of any townhome except on the rear patio. The Association shall specifically have authority to impound all such articles to remain outside in violation of this provision and to make a charge for the safekeeping and return thereof.

(15) (16) No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any character shall be constructed upon any Lot or dwelling located thereon, except as exterior painting is permitted by the prior paragraph, unless the plan of construction, including quality of workmanship, design, colors and materials, shall have been approved in writing by the Owners Association as being in harmony with the whole subdivision, especially the adjoining townhouse unit.

(16) (17) No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks or any other motor vehicle, other than automobiles, motorcycles, pickup trucks or vans shall be permitted on any Lot, except during the course of construction. No motor vehicle or material portion thereof that does not have a current license or current Virginia inspection sticker shall be permitted on any Lot.

Witness the following signatures and seals.

Avalon Woods II Owners Association, Inc., a  
Virginia corporation

Date: 11/24/09

By: Vicki Mongold (SEAL)

Its: President

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 24<sup>th</sup> day of March, 2009, by Vicki Mongold, who is President of Avalon Woods II Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 31, 2012  
Registration number 7210311

Amisha L. Pierce

NOTARY PUBLIC

AMISHA L. PIERCE  
NOTARY PUBLIC  
REGISTRATION # 7210311  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
MARCH 31, 2012

### CERTIFICATION

Pursuant to section 55-515.1 of the Code of Virginia and XI, Section 4 of the Declaration of Covenants, Conditions, Reservations and Restrictions for Avalon Woods II, Section One, I, Vicky Mongold, President, of the Avalon Woods II Owners Association, Inc., a Virginia corporation, hereby certify that at least sixty-seven (67%) of the Class A Members have consented to the adoption of this Amendment.

Avalon Woods II Owners Association, Inc., a Virginia corporation

Date: 11/24/09

By: Vicky Mongold (SEAL)

Its: President

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

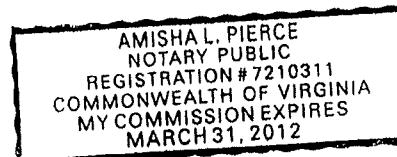
The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 24<sup>th</sup> day of March, 2009, by Vicky Mongold, who is President of Avalon Woods II Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 31, 2012  
Registration number 7210311

Amisha L. Pierce

NOTARY PUBLIC

09002017





60 2009 00037048

ROCKINGHAM COUNTY  
 Chaz W. Evans-Haywood  
 CLERK OF COURT  
 Harrisonburg, VA 22801

Instrument Number: 2009-00037048

As

Amendment

Recorded On: November 24, 2009

Parties: AVALON WOODS II OWNERS ASSN INC  
 To  
 NO GRANTEE

Recorded By: COLDWELL BANKER FUNKHouser

Num Of Pages:

4

Comment:

## \*\* Examined and Charged as Follows: \*\*

Amendment	6.50	10 or Fewer Pages	14.50
Recording Charge:	21.00		

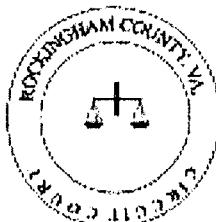
## \*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: ROCKINGHAM COUNTY, VA

## File Information:

## Record and Return To:

Document Number:	2009-00037048	COLDWELL BANKER FUNKHouser
Receipt Number:	156011	P O BOX 1426
Recorded Date/Time:	November 24, 2009 01:45:56P	HARRISONBURG VA 22801
Book-Vol/Pg:	Bk-OR VI-3626 Pg-796	
Cashier / Station:	A Wolverton / Cash Station 3	



THE STATE OF VIRGINIA}  
 COUNTY OF ROCKINGHAM}

I certify that the document to which this authentication is affixed is a true  
 copy of a record in the Rockingham County Circuit Court Clerk's Office  
 and that I am the custodian of that record.

*Chaz W. Evans-Haywood*  
 CLERK OF COURT  
 ROCKINGHAM COUNTY, VIRGINIA

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS FOR AVALON WOODS II, SECTION ONE

THIS AMENDMENT, made by Avalon Woods II Owners Association, Inc., a Virginia corporation, (the "Association"), located in Harrisonburg, Virginia, amends the Declaration of Covenants, Conditions, Reservations and Restrictions for Avalon Woods II, Section One (the "Declaration"), dated December 4, 2003 and recorded on December 9, 2003 in the Clerks Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2404 Page 599, and applied to Avalon Woods II, Section Two by Declaration dated October 20, 2004, and recorded on October 26, 2004, in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2570, Page 302.

WITNESSETH:

WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended and any such amendment shall be accompanied by a document signed by not less than sixty-seven (67%) of the Class A Members and the Declarant, Harrisonburg Townhomes, L.L.C.;

WHEREAS, the rights and obligations of the Declarant have ceased in accordance with the Declaration;

WHEREAS, at least sixty-seven (67%) of the Class A Members have agreed to amend the Declaration;

NOW THEREFORE, the Declaration is amended as follows:

ARTICLE VIII X

EXTERIOR MAINTENANCE

(1) The Association shall maintain the lawn of any unfenced area on each Lot. Lawn maintenance only includes mowing such unfenced lawn. However, in the event such unfenced area has an exceptional or excessive amount of landscaping, as determined by the Board of Directors of the Association, the Association shall not be responsible for any lawn maintenance on the said Lot.

(2) Owners shall be responsible for the maintenance of their Units and their lots, including but not limited to lawn care and maintenance. Any lawn or exterior maintenance of the Lot and Unit, exceeding that set forth in Section (1) of this Article, shall be the sole responsibility of the Owner. However, 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 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 deed, and those claiming lien, and every lot owner so in default, by the acceptance of his deed, and those claiming under him, 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 tortious 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.

~~During the period of Declarant Control, Declarant reserves the right to enter upon Lots, whose appearance is unacceptable to Declarant, and mow the lawn of said Lots. The cost of this mowing shall be the responsibility of the Lot Owner.~~

The Association reserves the right to enter upon Lots, whose appearance is unacceptable, as determined by the Board of Directors of the Association, and mow any fenced or unfenced portion of the lawn of said Lots. The cost of this mowing shall be the responsibility of the Lot Owner.

Witness the following signatures and seals.

Avalon Woods II Owners Association, Inc., a  
Virginia corporation

Date: 11/24/09

By: Vicky Mongold (SEAL)

Its: President

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 24<sup>th</sup> day of March, 2009, by Vicky Mongold, who is President of Avalon Woods II Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 31, 2012  
Registration number 7210311

Amisha L. Pierce

NOTARY PUBLIC

AMISHA L. PIERCE  
NOTARY PUBLIC  
REGISTRATION # 7210311  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
MARCH 31, 2012

CERTIFICATION

Pursuant to section 55-515.1 of the Code of Virginia and XI, Section 4 of the Declaration of Covenants, Conditions, Reservations and Restrictions for Avalon Woods II, Section One, I, Vicky Mongold, President, of the Avalon Woods II Owners Association, Inc., a Virginia corporation, hereby certify that at least sixty-seven (67%) of the Class A Members have consented to the adoption of this Amendment.

Avalon Woods II Owners Association, Inc., a Virginia corporation

Date: 11/24/09

By: Vicky Mongold (SEAL)

Its: President

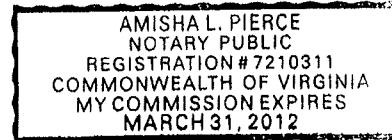
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Harrisonburg, to wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 24<sup>th</sup> day of March, 2009, by Vicky Mongold, who is President of Avalon Woods II Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 31, 2012  
Registration number 7210311

Amisha L. Pierce  
NOTARY PUBLIC

09002016



ROCKINGHAM COUNTY  
Chaz W. Evans-Haywood  
CLERK OF COURT  
Harrisonburg, VA 22801



60 2009 00037046

Instrument Number: 2009-00037046

As

Amendment

Recorded On: November 24, 2009

Parties: AVALON WOODS II OWNERS ASSN INC

To

NO GRANTEE

Recorded By: COLDWELL BANKER FUNKHouser

Num Of Pages: 4

Comment:

**\*\* Examined and Charged as Follows: \*\***

Amendment	6.50	10 or Fewer Pages	14.50
Recording Charge:	21.00		

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: ROCKINGHAM COUNTY, VA

**File Information:**

**Record and Return To:**

Document Number: 2009-00037046

COLDWELL BANKER FUNKHouser

Receipt Number: 156011

P O BOX 1426

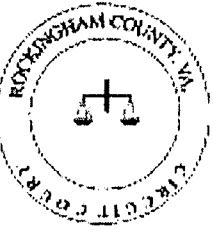
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Book-Vol/Pg: Bk-OR VI-3626 Pg-788

Cashier / Station: A Wolverton / Cash Station 3

THE STATE OF VIRGINIA}  
COUNTY OF ROCKINGHAM}

I certify that the document to which this authentication is affixed is a true  
copy of a record in the Rockingham County Circuit Court Clerk's Office  
and that I am the custodian of that record.

  
CLERK OF COURT  
ROCKINGHAM COUNTY, VIRGINIA

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS FOR AVALON WOODS II, SECTION ONE**

THIS AMENDMENT, made by Avalon Woods II Owners Association, Inc., a Virginia corporation, (the "Association"), located in Harrisonburg, Virginia, amends the Declaration of Covenants, Conditions, Reservations and Restrictions for Avalon Woods II, Section One (the "Declaration"), dated December 4, 2003 and recorded on December 9, 2003 in the Clerks Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2404 Page 599, and applied to Avalon Woods II, Section Two by Declaration dated October 20, 2004, and recorded on October 26, 2004, in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2570, Page 302.

WITNESSETH:

WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended and any such amendment shall be accompanied by a document signed by not less than sixty-seven (67%) of the Class A Members and the Declarant, Harrisonburg Townhomes, L.L.C.;

WHEREAS, the rights and obligations of the Declarant have ceased in accordance with the Declaration;

WHEREAS, at least sixty-seven (67%) of the Class A Members have agreed to amend the Declaration;

NOW THEREFORE, the Declaration is amended as follows:

**ARTICLE V VII**

**COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 2. Purpose of Assessments.**

(2) The Association shall maintain all open and Common Areas, as well as all lights, travel ways, and parking areas and mailboxes. The Association shall contract for services for the collection of garbage and trash and shall provide snow removal and grass cutting for the Common Area and the lawn of any unfenced area of each Lot as set forth in Article X.

Witness the following signatures and seals.

Avalon Woods II Owners Association, Inc., a  
Virginia corporation

Date: 11/24/09

By: Vicky Mongold (SEAL)

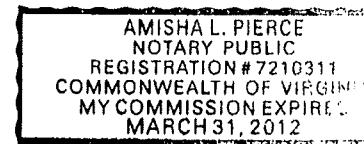
Its: President

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this  
24th day of March, 2009, by Vicky Mongold, who is President of  
Avalon Woods II Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 31, 2012  
Registration number 7210311

Amisha L. Pierce  
NOTARY PUBLIC



**CERTIFICATION**

Pursuant to section 55-515.1 of the Code of Virginia and XI, Section 4 of the Declaration of Covenants, Conditions, Reservations and Restrictions for Avalon Woods II, Section One, I, Vicky Mongold, President, of the Avalon Woods II Owners Association, Inc., a Virginia corporation, hereby certify that at least sixty-seven (67%) of the Class A Members have consented to the adoption of this Amendment.

Avalon Woods II Owners Association, Inc., a Virginia corporation

Date: 11/24/09

By: Vicky Mongold (SEAL)

Its: President

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 24<sup>th</sup> day of March, 2009, by Vicky Mongold, who is President of Avalon Woods II Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 31, 2012  
Registration number 7210311

Amisha L. Pierce  
NOTARY PUBLIC

09001771

