

**Tax Map No. 160D2 (1) Block 10 Lots 16-30 and
160D2 (1) Block 11, Lots 12-26 and Lots 27-41 B 2 8 6 6 P 6 7 6**

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PARK PLACE SUBDIVISION, BLOCKS 10 and 11**

THIS DECLARATION, made this 22nd day of May, 2006 by DAVID W. MILSTEAD and JUDY B. MILSTEAD, Declarant, hereinafter referred to as the "Developer" and proprietor of certain Lots of land situate in Grottoes, Virginia, shown and designated on a plat entitled PARK PLACE, dated May 11, 2006, and made by Jerry L. Brunk, L.S., which plat is intended to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia immediately prior hereto.

WITNESSETH:

WHEREAS, the Developer has developed certain Lots of land situate on the east side of Birch Avenue in the Town of Grottoes, Virginia, and more particularly described as follows:

- A. UNITS 16 through 30 and 32 through 36, BLOCK 10, PARK PLACE, as described on said plat dated May 11, 2006, by Jerry L. Brunk, L.S.
- B. UNITS 12 through 41 and 43 through 52, BLOCK 11, PARK PLACE, as described on the aforementioned plat.

WHEREAS, the Developer, in order to insure future owners of said Lots of joint and uniform maintenance of the driveway, parking areas, common area grass and fence construction developed for the Property, desire to provide that the Property shall be sold, owned and developed subject to the following conditions, covenants, limitations and easements relating to the maintenance of the driveway, parking areas, common area grass and fence construction.

NOW, THEREFORE, the undersigned covenant and agree for themselves, their successors and assigns, that each and every Lot owned by them, and shown on the aforesaid plat, shall be sold and held by the Owners thereof, their heirs, successors, devisees, and assigns, subject to the following conditions, covenants, limitations and easements which shall run with the title to said Lots, to-wit:

1. **OWNERS ASSOCIATION:** The undersigned do hereby form an Association and agree and declare that the Property shall be held, transferred, sold, conveyed and occupied subject to the following conditions, covenants, and agreements which shall run with the Property and shall be binding on and inure to the benefit of all present and future Owners thereof for the upkeep, maintenance, replacement and repair of the driveway, parking areas, common area grass and fence construction as shown upon the aforesaid plat.

2. **DEFINITIONS:**

- 2.1 "Association" shall mean and refer to the Park Place Subdivision, Block 10, Units 16 through 30 and 32 through 36; and Block 11, Units 12 through 41 and 43 through 52, Park Place Owners Association, and its successors and assigns.
- 2.2 "Lot" shall mean and refer to the individually numbered townhouse units and land shown upon the aforesaid plat of the Property.
- 2.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, whether acquired by purchase, gift, foreclosure or otherwise, but excluding those persons or entities having such interest merely as a security for the performance of an obligation. The address of an Owner (or Owners in case a Lot is owned by more than one (1) person) for the purpose of notices required herein shall be the address as indicated on the tax records for the current year maintained by the County of Rockingham, Virginia, unless an Owner notifies the Association of a different address.
- 2.4 "Property" shall mean and refer to all of the Lots as shown on the aforesaid plat and described as BLOCK 10, UNITS 16 THROUGH 30, 32 THROUGH 36 and BLOCK 11, UNITS 12 THROUGH 41, 43 THROUGH 52, PARK PLACE.

3. **MEMBERS:** Every Owner shall become a member of the Association upon the recordation of a deed to such Owner of a Lot in said subdivision. The membership shall be appurtenant to and may not be separated from ownership of any Lot. Until the Developer owns ten (10) or less Lots, the Developer shall maintain fifty-one percent (51%) of the vote in the Association. Thereafter, Developer shall have only as many votes as Lots owned. Each member shall be entitled to one (1) vote for each Lot owned. When a Lot is owned by more than one (1) person or entity, the vote for such Lot shall be cast according to the majority vote of the Owners of such Lot, but in no event shall more than one (1) vote be cast with respect to any Lot. Actions of the Association shall be by majority vote of the members.

4. **MEETINGS:** The annual meeting of the Association shall be held in the month of January of each year at such place in Rockingham County and at such time as the President of the Association may designate by written notice mailed to each member at least ten (10) days prior to such meeting. Special meetings shall be called by the President on the written request of no less than five (5) members. Notice of the time and place for special meetings shall be by written notice mailed at least ten (10) days prior to such special meeting. A quorum for a meeting shall consist of Owners owning fifty percent (50%) of the Lots.

5. **OFFICERS AND DIRECTORS:** A Board of Directors consisting of (i) until Developer owns ten (10) or less Lots, the Developer and up to two (2) persons appointed by the Developer, and (ii) thereafter five (5) members, shall be elected at the annual meeting of the Association and shall hold office until the next annual meeting of the Association or

until their successors shall have been elected. A President, a Secretary and a Treasurer, who shall be members and whose duties and authority shall be that usually associated with such office, shall be elected by the membership at the annual meeting. The Secretary and Treasurer may be one (1) person.

6. **BYLAWS AND OTHER MATTERS:** The Board of Directors may adopt Bylaws and other procedural rules as they may require.

7. **ASSESSMENTS:**

7.1 Each Lot Owner Member and successors in title, whether or not it shall be so expressed in any document conveying title to the Lot, shall be deemed to covenant and agree to pay to the Association:

- a. Assessments for driveway and parking area improvements, maintenance, replacement, repairs, resurfacing and snow removal, which may be fixed, established and collected from time to time.
- b. Assessments, once declared, together with such interest thereon as determined by the Association and costs of collection thereof, including attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot until payment. Each Assessment, together with such interest thereon and costs of collection thereof, also shall be the personal obligation of the Owner of each Lot at the time the Assessment is made.

7.2 The Assessment levied by the Association shall be used exclusively for driveway and parking area improvements, maintenance, replacement, repairs, resurfacing and snow removal and such other costs as are incidental to the operation of the affairs of the Association.

7.3 In the event that any maintenance or repair is caused by the willful or negligent act of any Owner or the employees, agents, guests or invitees of any Owner, the cost of such maintenance and repair shall be paid for by such Owner.

7.4 Assessments must be fixed at uniform rates for all Lots. No Assessment shall be made without an affirmative vote of the Owners owning two-thirds (2/3) of the Lots.

7.5 The lien of the Assessments shall be subordinate to the lien of any first deed of trust lien. Such lien shall not bind or affect a subsequent bona fide purchaser of any Lot for valuable consideration without actual notice of the lien until a memorandum, verified by an officer of the Association, is recorded in the deed records in the Clerk's Office of the Circuit Court of Rockingham County, Virginia. The memorandum shall contain (a) a description of the subdivision and Lot number; (b) the name(s) of the Owners; and (c) the amount of the unpaid Assessment.

8. **ROADWAY EASEMENT AND PARKING:**

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- 8.1 Every Lot Owner shall have a non-exclusive right and easement of right-of-way to use the driveway and parking areas as shown on the aforesaid plat. This right shall be appurtenant to and shall pass with the title to every Lot. No Owner shall obstruct any driveway or parking area and no act shall be done which would affect the free and continuous use and enjoyment thereof.
- 8.2 Ownership of each Lot shall entitle the Owner to the exclusive use of two (2) parking spaces adjoining their respective Lot(s) marked with the Unit or Lot number as further described at Note 8 on the aforesaid plat.
- 8.3 The parking spaces on the ends of the rows of spaces shall be reserved for the common use of all of the aforesaid Lot owners and guests. No vehicle shall be stored or parked for a continuous period exceeding seven consecutive days on any common use space. These spaces shall be marked as Guest Space as further described at Note 8 on the aforesaid plat.

9. **FENCING:**

- 9.1 Each Lot owner shall be entitled to build a fence within their own Lot boundary line of the respective back yard. No fence or fence construction shall be allowed or permitted in the front yard.
- 9.2 Construction of any fence must be made with white vinyl material only at a maximum height of six (6) feet but not to exceed any applicable Town or County fence Ordinance.

10. **MOWING COMMON GRASS AREA.** Each Owner of any Lot adjoining a common property grass area shall be responsible to maintain and mow the said common property grass area adjacent to the said Lot owner's Lot.

11. **GENERAL PROVISIONS:**

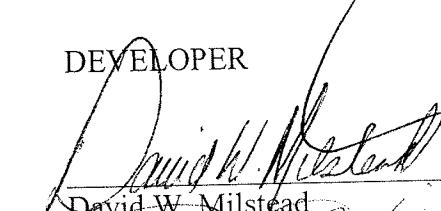
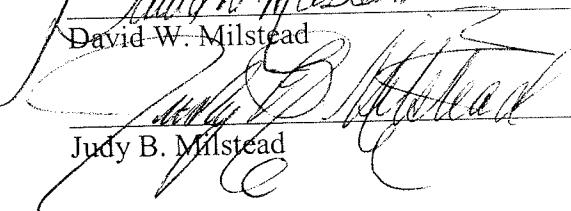
- 11.1 The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all conditions, reservations and charges now or hereafter imposed by the provisions herein. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.
- 11.2 Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.
- 11.3 Should the Association or any Owner prevail in any action at law or in equity enforcing any of the conditions, covenants, reservations, liens and charges imposed hereunder, the Association or Owner shall also be entitled to an award for reasonable attorney's fees incurred by the Association or Owner in consulting

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with an attorney regarding enforcement and in the enforcement action. The award for attorney's fees shall be assessed against the Lot against which the action is taken and shall be treated as an Assessment and added to and become a part of the Assessment or charge to which such Lot is subject hereof; and such shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided hereof.

11.4 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 in the Clerk's Office of the Circuit Court of Rockingham County, Virginia.

WITNESS the following signatures and seals:

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DEVELOPER

David W. Milstead (SEAL)

Judy B. Milstead (SEAL)

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 22nd day of May, 2006, by David W. Milstead and Judy B. Milstead, husband and wife.

My commission expires: Feb. 29, 2008

Pam C. Wood
Notary Public

Notary Public, State of Virginia
My commission expires 31 days from my date of appointment and is
subject to my continued good behavior, and is to record this
22 May 2006 at 2034 M. Locality that

CLIENT: MIS PARK PLACE RESTRICTIVE COVENANTS

2006-05-22 10:00 AM 2006-05-22 10:00 AM Transfer
Recording 21 W 2100 250 FEET 5

L. WAYNE HARPER

676 CLERK

Deed Book No. 2864 Page 2350