

JUN 9 1977

BOOK 496 PAGE 689

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSOF COUNTRY CLUB COURT

This Declaration, made this 29th day of April, 1977, by BERNARD L. BOLT and MARY SANDRA BOLT, husband and wife, hereinafter collectively referred to as Developer,

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

WHEREAS, Developer is the owner of certain property situate in the eastern portion of the City of Harrisonburg, State of Virginia, at the northeast intersection of U. S. Route 33 and Interstate Route 81, which is more particularly described according to a survey made by James C. Wilkins, C.L.S., on July 1, 1970, as follows:

BEGINNING at an iron pin set at the intersection of the southern right-of-way of the C & W Railroad with the western right-of-way line of Interstate Route 81; thence, with the right-of-way, as shown on the Virginia Department of Highway's plans, and staked on the ground by the Virginia Department of Highways Survey Party, S. 50° 00' W. 286.95 feet to a Virginia Department of Highways monument found; thence, S. 80° 16' W. 268.22 feet to a Virginia Department of Highways monument found; thence, N. 64° 12' W. 447.80 feet to a hub and tack, as set by the Virginia Department of Highways Survey Party; thence N. 48° 26' W. 480.74 feet to a hub and tack, as set by the Virginia Department of Highways Survey Party; thence N. 17° 02' W. 290.42 feet to an iron pin, set in the southern right-of-way of the C & W Railroad; thence with said right-of-way N 77° 42' E. 94.28 feet to the p.c. of a 6° curve to the right, having a radius of 930.37 feet; thence, with the chord, S. 75° 39' E. 834.46 feet; thence, S. 49° 00' E. 571.73 feet to the beginning, containing 14.315 acres, more or less.

A plat of the said tract of 14.315 acres, certified by Joe H. France, C.L.S., dated April 21, 1977, is attached hereto and expressly made a part hereof.

WHEREAS, Developer desires to create upon the said property a residential community with open spaces and other facilities for the benefit of the said community, Developer desires to provide for the preservation of values and amenities in the said community and for the maintenance of the facilities therein; and to this end desires to subject the above described property to the covenants, restrictions, easement, charges and liens, hereinafter set forth,

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SEE CERTIFICATE OF (PARTIAL)  
SATISFACTION RECORDED 5-29-86  
IN DEED BOOK 788 Pg 353 PAGE

TESTE: Ormy Shelsman

Deputy Clerk

for release of Section 4.

each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, the said easements, restrictions, covenants and conditions are for the purposes of enhancing and protecting the value, desirability, attractiveness, and common scheme of development of the aforesaid property. Said easements, covenants, restrictions and conditions shall be binding upon all parties having or acquiring any rights, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof but shall not apply, be binding upon, or run with any other property of Developer, whether now owned or hereafter acquired; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the said community to create an agency to be delegated and assigned the powers of maintaining, managing and administering the community property and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created all as further set forth herein; and

WHEREAS, Developer has incorporated under the laws of the State of Virginia as a non-profit corporation, the COUNTRY CLUB COURT TOWNHOUSE ASSOCIATION, LTD., for the purpose of exercising the functions as aforesaid;

NOW, THEREFORE, Developer declares that the real property hereinabove described is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") as hereinafter set forth.

ARTICLE I - Definitions

(A) "Association" shall mean and refer to as Country Club Court Townhouse Association, Ltd., and its successors and assigns.

(B) "Common Area" shall mean all real property owned by

the Association for the common use and enjoyment of the Association.

(C) "Developer" shall include the declarants, their successors and assigns, but shall exclude any purchaser of any Lot or dwelling unit and the Association.

(D) "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.

(E) "Member" shall mean and refer to all Owners who are members of the Association.

(F) "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, whether acquired by purchase, gift or foreclosure, which is a part of the Property, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

(G) "Property" shall mean and refer to the real property hereinbefore described.

ARTICLE II - Membership and Voting Rights

(A) Every Owner of a Lot shall be a Member of the Association, and no Owner shall have more than one (1) membership in the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership in the Association shall be appurtenant to, and may not be separated from, the fee ownership of each Lot. Ownership of such Lot shall be the sole qualification for Membership in the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

(B) The Association Membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books

and records of the Association. A Class A Member, hereinafter defined, who has sold his Lot to a contract purchaser under an agreement to purchase shall be entitled to assign such contract purchaser his Membership in the Association. Such assignment shall be in writing and shall be delivered to the Association before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee title to the Lot sold is transferred. In the event the Owner of any Lot fails or refuses to transfer the Membership registered in his name to the purchaser of such Lot, upon transfer of fee title thereto, the Association shall have the right to record the transfer upon the books of the Association, and shall have the right to charge a reasonable special assessment against any Owner or Lot, equal to the cost to the Association of effectuating any such transfer of Membership upon its books.

(C) The Association shall have two (2) classes of voting Members as follows:

(1) Class A - Class A Members shall be all Owners, with the exception of Developer for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Developer shall become a Class A Member with regard to Lots owned by Developer upon conversion of the Developer's Class B Membership as provided below. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lots shall be exercised in accordance with Articles III and IV of this Declaration, and in no event shall there be more than one (1) vote cast with respect to any Lot.

(2) Class B - The Class B Member shall be the Developer and Developer shall be entitled to three (3) votes for each Lot owned by them. The Class B Membership shall cease and be converted into Class A Membership upon

the happening of any of the following events, whichever occurs earliest.

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On January 1, 1983.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed to be a Class A Member entitled to one (1) vote for each Lot which is owned by them.

ARTICLE III - Owner's Property Rights

(A) Subject to the provisions of sub-paragraph (C) of this Article, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to, and shall pass with, the title to every Lot.

(B) Developer may retain the legal title to the Common Area until such time as improvements have been completed thereon and, in the opinion of Developer, the Association is able to maintain the same; but, notwithstanding any provision herein, Developer hereby covenants, for themselves, their heirs and assigns that they shall convey the Common Area to the Association, free and clear of all liens and encumbrances, not later than January 1, 1983.

(C) The rights and easements of enjoyment created hereby shall be subject to the following:

(1) The right of Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said property. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such property, to charge admission and other fees as a condition of continued enjoyment by Members and, if necessary, to open the enjoyment of such property to a wider public until the mortgage debt is

satisfied, whereupon the possession of such property shall be returned to the Association and all rights of Members hereunder shall be fully restored.

(2) The right of the Association to take such steps as are reasonably necessary to protect the above described property against foreclosure.

(3) The right of the Association, as provided in its Articles and By-Laws, to suspend the voting and other enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(4) The right of the Association to charge reasonable admission and other fees for the use of the Common Area.

(5) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the Members entitled to cast more than two-thirds (2/3rds) of the vote of Class A and B Memberships has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

(6) The right of the Association to limit the number of guests of Members.

(7) The right of the Developer, and their sales agents, customers and representatives to the non-exclusive use of the Common Area, and the facilities thereof.

without charge, for sales, display, access, ingress, egress, and exhibition purposes, which right Developer hereby reserves; provided, however, that such use shall not exceed a period of more than six (6) years from the date hereof. Upon the request of Developer, and upon the vote of fifty-one per cent (51%) of the Class A Members, this term may be extended for an additional period of time.

(8) The right of the Association (by action of its Board of Directors) to reconstruct, replace or refinish any improvement or portion thereof upon the Common Area, in accordance with the original design, finish or standard of construction of such improvement, or on the general improvements within the Property, as the case may be; and not in accordance with such original design, finish or standard of construction only with the vote or written consent of seventy-five per cent (75%) of the Members.

(9) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Area.

(10) The Association shall maintain upon the Common Area at least two (2) parking spaces for each Lot. Subject to reasonable rules and conditions, the Association shall designate at least two (2) parking spaces conveniently located with respect to each Lot for the exclusive use of the Member, their family and guests, and the right of ingress and egress in and upon said parking space. The use of such space by any other person may be enjoined by either the Association, or the Member entitled thereto. The rights to the exclusive use of such parking spaces, to their maintenance and designation by

the Association, and of ingress and egress thereto, shall be appurtenant to, and shall pass, with the title to each Lot.

(11) Any Owner may delegate, in accordance with the Association By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot, subject to reasonable regulation by the Association.

(12) Temporary guest or recreational parking shall be permitted upon the Property only within spaces and areas clearly marked for this purpose. The Association through its officers, committees and agents is hereby empowered to establish "parking" and "no parking" areas as well as to enforce these parking limitations by all means lawful to such enforcement, including the removal of any violating vehicle.

(13) In addition to the general easements for use of the Common Area reserved herein, there shall be, and Developer hereby reserves with covenants for themselves and all future Owners within the Property, that each and every Owner shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets within the Property, subject to the parking provisions set forth above.

(14) No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, and the facilities thereon, or by abandonment by his Lot or any other property in the Property.

(15) Each Owner shall execute such instruments and take such action as may be reasonably specified by the



Association to obtain separate real estate tax assessments of each Lot. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on more than one (1) Lot not under common ownership, or any part thereof, they may be paid by the Association and each Owner shall be obligated to pay or to reimburse the Association for, as the case may be, the taxes and assessments assessed by the taxing authority against his own Lot and his interest, if any, in the Common Area.

ARTICLE IV - Covenant For Maintenance Assessment

(A) Developer, for each Lot owned by him within the Property, hereby covenants, and each Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges.

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property and Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(B) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and for the acquisition, improvement, management, care and maintenance of services and facilities related to the use and enjoyment of the Common Area, including, but

not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

(C) Developer shall bear all costs, taxes and other expenses pertaining to the Common Areas until the Common Areas are conveyed to the Association by Developer. Upon conveyance of the Common Areas to the Association, the Association shall have the right, in accordance with its Articles of Incorporation, By-Laws and this Declaration, to levy and collect both annual and special assessments. Annual assessments shall be calculated upon the amount of square feet contained within the interior of each dwelling unit.

(D) The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on December 31st following the conveyance of the Common Areas to the Association by Developer. The assessments for any year, after the first year, shall become due and payable on the thirty-first (31st) day of December of said year.

The annual assessment which may be levied for the balance of the year remaining following conveyance of the Common Areas to the Association, shall be pro-rated by a fraction, the numerator of which shall be the remaining number of months in that year, and the denominator of which shall be twelve (12). From and after January 1, 1983, the annual assessment may be increased by vote of the Members, in accordance with the By-Laws of the Association.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount.

(E) In addition to the annual assessments authorized by paragraph (C) hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defrayed, in whole or in part, the costs of any construction or re-construction, unexpected repair or replacement of a

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described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(F) The Association may change the maximum amount and basis of the assessments fixed by paragraph (C) hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of each Class of Members, entitled to vote thereon, who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members entitled thereto, at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(G) The Board of Directors of the Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection to any Owner, and written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth further said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(H) The assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot or Property from liability for any assessments thereafter becoming

due, nor from the lien of any such subsequent assessment.

(I) If the assessments are not paid on the date when due (being the date specified in paragraph (D) hereof), then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors-in-title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the day of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring an action either at law or in equity against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

(J) The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the City of Harrisonburg, Virginia, and devoted to public use;

(b) All Common Areas as defined in Article I hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

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ARTICLE V - Party Walls

(A) Each wall which is built as a part of the original construction of the townhouses and 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 party walls and of liability for property damage due to negligence or willful acts or admissions shall apply thereto.

(B) 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.

(C) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or admissions.

(D) Notwithstanding any other provision of this Article, any Owner who by his 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.

(E) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to each Owner's successors-in-title.

(F) In the event of any dispute arising concerning a party wall, or the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive with the question involved. The requirement for arbitration in this Declaration is mandatory prior to the maintenance of any action at law or in equity on the question involved, in accordance with the provisions of Section

8-503, of the Code of Virginia, 1950, as amended.

ARTICLE VI - Use Restrictions

(A) Lots shall only be used for residential purposes, except for builder's construction sheds and sales and administrative offices during the construction and sale period, and not more than one (1) principal building shall be permitted on any Lot, and no such Lot shall be subdivided so as to produce a building site of less area or width than the minimum required by the Subdivision Ordinance of the City of Harrisonburg, Virginia, or otherwise specified by the County Health Officer.

(B) Each Lot shall be used as a single family residence and for no other purpose, except that this restriction shall not apply to Developer so long as they retain any Class B Membership, and upon conversion of such membership to Class A Membership, this restriction shall apply to the Developer, provided, however, that nothing in this subparagraph (B) shall be deemed to conflict or otherwise interfere with any provision of this Article or Declaration in relation to Developer's use of the Property, during the construction and sale period.

(C) Notwithstanding anything herein to the contrary, nothing in this Declaration shall be construed so as to prevent the leasing of any Lot for residential purposes.

(D) No building, garage, trailer, tent, driveway, or structure may be erected, built, or permitted to remain on any Lot other than one detached or townhouse dwelling not exceeding three (3) stories in height.

(E) No utility, boat, house camper, trailer, bus, commercial equipment, or disabled or unlicensed vehicle or material portion thereof, may be parked on any street or parking area, Lot or Common Area within the Property, unless, in the case of commercial equipment, it shall be temporarily situate therein for the purpose of performing necessary work or repairs.

(F) No noxious or offensive use or activity shall be

carried on upon any Lot, parking area, or Common Area, nor shall any practice be engaged by any Owner, their Tenants, agents, guests, or assigns, that constitutes, or becomes an annoyance or a nuisance to the neighborhood.

(G) All exterior clothesline or hanging devices shall be confined to the fenced rear area of any Lot and shall not extend above any such fence, and no antenna shall project above the surface of the roof.

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

(I) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred, or maintained for commercial or charitable purposes, or in unusual numbers.

(J) No trash, garbage or other refuse shall be burned upon the premises except within the interior of the residence, and except that the builder or Developer may burn debris for the purpose of cleaning the land or preparing any dwelling for occupancy.

(K) Easements for the installation and maintenance of utilities, walkways, driveways, drainage facilities and access to all Lots are reserved as shown on the plat recorded herewith. Easements for utilities and maintenance of utilities are reserved over the Lots and the Common Area as necessary for the benefit of said Lots, said locations to be designated by Developer. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities or access to Lots. The easement area within each Lot shall be maintained by the Owner of said Lot, except those easements for which a public authority,

utility company or municipality is responsible.

(L) It is reserved to the Association, and its successors and assigns, upon transfer of the Common Area to it by Developer, the right and power to erect such fences, structures, buildings, playground equipment or other facilities, improvements and appurtenances, for recreation, parking or other civic and/or public purposes, as the Association may deem best in accordance with its By-Laws and Articles of Incorporation.

(M) There shall be no interference with the established drainage pattern over any Lot within Property, unless an alternative provision is made for proper drainage, and unless first approved by a written resolution of the Association. For the purposes hereof, established drainage is defined as a drainage which exists at the time of the overall grading of the property as completed by Developer, or that which is shown on any plans approved by the appropriate governmental official in connection with the construction of the Property, or that which is shown in any plans approved by the Association, which may include drainage from the Common Area or from any Lot or Lots in the Property.

(N) Developer will undertake the work of constructing dwelling units and developing all of the Lots included within the Property. The completion of that work and sale, rental and other disposal of Lots, and the buildings located thereon, is essential to the establishment and welfare of said Property as a residential community. In order that said work may be completed and the Property be established as a fully occupied residential community as rapidly as possible, neither any Owner, nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood to:

(1) Prevent Developer, their contractors or subcontractors from doing on any Lot owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation



the alternation of any construction plans and designs as Developer deems advisable; or

(2) Prevent Developer, or their contractors or subcontractors from erecting, constructing or maintaining on any Lot, or portion thereof, owned or controlled by Developer, such structures as may be reasonably necessary for the conduct of their business of completing said work and establishing the property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(3) Prevent Developer, their contractors or subcontractors from conducting on any Lot or portion thereof, owned or controlled by Developer, their business of developing, subdividing, grading and constructing dwelling units and other improvements in the Property as a residential community, or from disposing of dwelling units thereof by sale, lease or otherwise; or

(4) Prevent Developer, their contractors or subcontractors from maintaining any sign or signs on any Lot owned or controlled by any of them as may be necessary in the connection of the sale, lease or other marketing of Lots and dwelling units in the property; or

(5) Prevent Developer, their contractors or subcontractors, at any time prior to acquisition of title to any Lot in the subdivision by a purchaser from Developer, to establish on that Lot additional licenses, reservations and rights-of-way to themselves, utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property.

The failure of the Association to enforce any of the covenants contained in this Declaration shall not be deemed a waiver of the right to enforce the same thereafter.

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

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

The costs and expenses incidental to the abatement of any violations hereof, and the removal and correction of any offending construction conditions shall be paid by the Owners of the Lots in question, and the amount thereof shall constitute a lien upon such Owner's Lots in favor of the Association inferior only to the liens for taxes and any first deed of trust in favor of any recognized lending institution then or to be placed upon the Lot in question and enforced as hereinbefore set forth. However, nothing herein shall be construed to in any way authorize the recovery from the Association of attorney's fees in any litigation.

ARTICLE VII - Miscellaneous

(A) The easements, restrictions, covenants, conditions, and common scheme of development of Country Club Court contained in this Declaration shall not be construed or deemed to apply, be binding upon, or run with, any other property owned by Developer not expressly made a part of the Property, as further defined in the premises and Article I (G) hereof, regardless of whether or not any such other property was a part of the tract from which Country Club Court was created, and regardless of whether or not any such other

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property is now owned or hereafter acquired by Developer.

(B) Developer contemplates dedication of certain land adjacent to the Property to the City of Harrisonburg for public use. Any such dedication shall not be deemed a gift or dedication of any other portion of the Property to the public, or for public use. If any land or other property adjacent to the Property subject to this Declaration is vacated or abandoned, by any public agency or private person or entity, whether more than one, such land or other property shall inure for the benefit of, and revert to, Developer, and not to any Owner or Member as defined in Article I hereof. Any such property that is vacated or abandoned shall be deemed to be a part of the Common Areas and included in the conveyance of said Common Areas by Developer to the Association, whether or not set forth in the Deed of Conveyance to the Association.

(C) The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lots subject to this Declaration, the respective legal representatives, heirs, successors, and assigns for a term of fifteen (15) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the record title Owners of two-thirds (2/3rds) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

(D) Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of such mailing.

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(E) Invalidation of any one (1) or more of these covenants or restrictions by a judgment or order of a court of competent jurisdiction shall in no wise affect any other provisions which shall remain in full force and effect.

WITNESS the following signatures and seals.

Bernard L. Bolt (SEAL) ✓  
Bernard L. Bolt

Mary Sandra Bolt (SEAL) ✓  
Mary Sandra Bolt

STATE OF VIRGINIA,

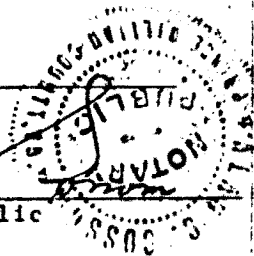
COUNTY OF PRINCE WILLIAM, to-wit:

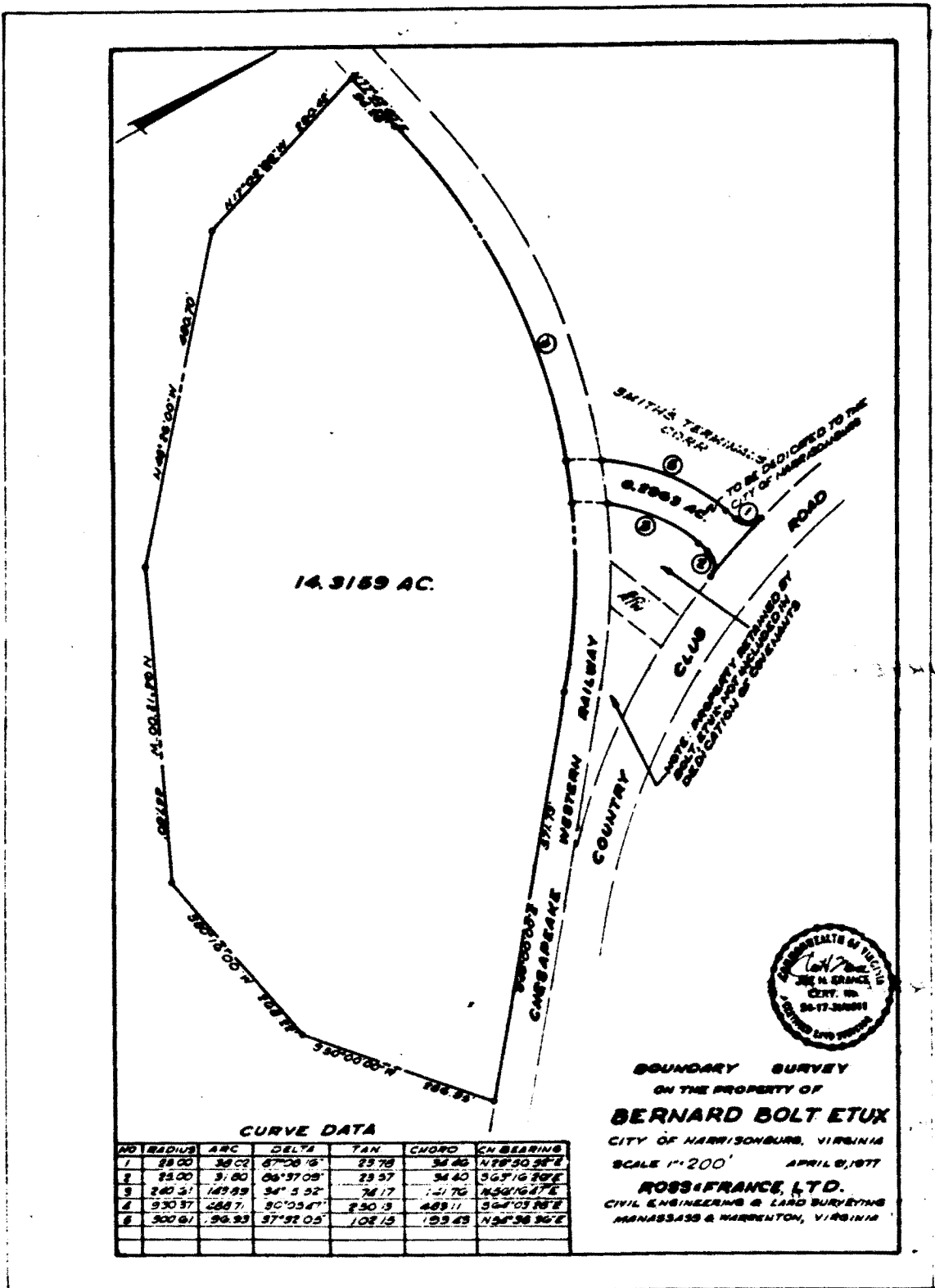
The foregoing instrument was acknowledged before me this  
18<sup>th</sup> day of May, 1977, by BERNARD L. BOLT  
and MARY SANDRA BOLT.

My commission expires:

2-11-79

Alanc  
Notary Public





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 acknowledgment annexed, admitted to record this 26 day of May 1977 at 12:30 P.M. I certify that taxes were paid when applicable.

Sec. 52-34 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
 Sec. 55-51.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
 Recording 26.00 TESTE: GEORGE W. KEMPER, CLERK.

Deed Book No. 496 Page 689

Del. to J. B. B.  
J. B. B.  
EXAMINED

AUG 24 1978

BOOK 527 PAGE 59

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF COUNTRY CLUB COURT

WHEREAS, Bernard L. Bolt and Mary Sandra Bolt, husband and wife, executed a certain Declaration of Covenants, Conditions and Restrictions affecting the Country Club Court Subdivision dated April 29, 1977, said Declaration being duly of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 496, at page 689 (hereinafter referred to as Original Declaration); and

WHEREAS, the said Bernard L. Bolt and Mary Sandra Bolt desire to subject the property which they own in said subdivision to the hereinafter described Covenants, Conditions and Restrictions to supplement the Original Declaration heretofore recorded as stated aforesaid; and

WHEREAS, this Supplemental Declaration shall be for the purpose of enhancing and protecting the value, desirability, attractiveness and common scheme of development of the aforesaid property,

NOW, THEREFORE, THIS SUPPLEMENTAL DECLARATION, made this 6th day of July, 1978, by BERNARD L. BOLT and MARY SANDRA BOLT, husband and wife, hereinafter collectively referred to as DEVELOPER,

W I T N E S S E T H:

Developer declares that all of the real property in the Country Club Court Subdivision (with the exception of Lots 1 through 6, Section One), including all Common Areas, as hereinafter defined and easements, is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions and restrictions as hereinafter set forth.

JULIAS, BLATT  
& BLATT  
ATTORNEYS-AT-LAW  
HARRISONBURG, VA.

All terms as Association, Common Area, Developer, Lot, Member, Owner, and Property shall have the same meaning as set forth in the Original Declaration heretofore recorded.

(1) No animals, livestock or poultry of any kind shall be raised, kept or bred on any Lot with the exception that dogs, cats or other usual household pets may be kept, provided: (i) that they are housed within the interior of each Unit, (ii) they do not run at large over the property or otherwise become a nuisance to other Owners, and (iii) that said animals are not kept, bred or maintained for commercial or charitable purposes, or in unusual numbers. The Association may prescribe and enforce reasonable rules and regulations regarding the keeping of such animals or their conduct.

(2) Motorcycles and/or motor bikes, or similar vehicles may be kept or parked only within either the parking spaces assigned to the applicable Unit, or the fenced in area at the rear of each Lot, and shall not be parked or housed on any porch, sidewalk, yard or other portion of any Lot or on the Property outside of the fenced in area of each Lot. Such vehicles may be ridden only upon the paved streets and no Owner, their children, tenants or guests may ride any of such vehicles on any sidewalk or Common Area (exclusive of paved streets) of the Property.

The above covenants shall run with and bind the Property and shall inure to the benefit and be enforceable by the Association, or the Owner of any Lot, and shall continue and be enforceable as otherwise provided in accordance with the provisions of Articles VI and VII of the Original Declaration.

WITNESS the following signatures and seals.

JULIAS, BLATT  
& BLATT  
ATTORNEYS-AT-LAW  
HARRISONBURG, VA.

Bernard L. Bolt (SEAL)  
Bernard L. Bolt

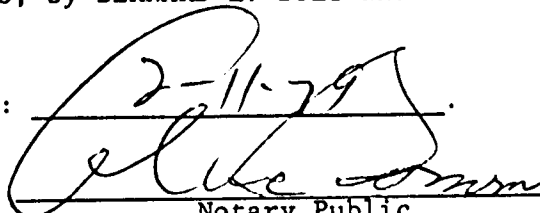
Mary Sandra Bolt (SEAL)  
Mary Sandra Bolt

STATE OF VIRGINIA,

COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged before me  
this 11<sup>th</sup> day of July, 1978, by BERNARD L. BOLT and MARY  
SANDRA BOLT, husband and wife.

My commission expires:

2-11-79  
  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County.  
The foregoing instrument was this day presented in the office of the Clerk  
together with the certificate of acknowledgment signed by the parties and  
the fee of 13 day of July 1978 at 2:21 P.M. was paid when applicable.  
Sec. 53-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 10.00 TESTE: GEORGE W. KEMPER, CLERK

Deed Book No. 527 Page 59