

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
SECTION 9B HARMONY HEIGHTS

THIS DECLARATION, made on the date hereinafter set forth by HARMAN REALTY, INC., a Virginia corporation, (Grantor), hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of that certain parcel of land containing 8.176 acres, more or less, located in the City of Harrisonburg and being a portion of Parcel No. 1 which was acquired by Triple H Farms, Inc (now Harman Realty, Inc. by virtue of name change recorded at Deed Book 1707, page 353) from Frances S. Harman, et al, by deed dated December 10, 1970, and recorded in the Circuit Court Clerk's Office of Rockingham County, Virginia in Deed Book 429, page 86.

WHEREAS, Declarant will convey the said property containing 8.176 acres, more or less, as more particularly described on the plat prepared by Bobby L. Owens, Land Surveyor, dated January 27, 2005, and entitled "Harmony Heights Section 9B" recorded immediately prior hereto, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

WITNESSETH:

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following

easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property and insuring a uniform mode of development. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any rights, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Section 1. "Association" shall mean and refer to Section 9B Harmony Heights Property Owners' Association, Inc. its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the roads.

Section 4. "Member" shall mean and refer to every person or entity who owns one or more of the Lots.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simply title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Family" shall mean two or more persons all of whom are related to each other by blood, marriage, or adoption.

ARTICLE TWO

COMPOSITION OF ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition of Architectural Control Committee. The Architectural Control Committee is composed of the Board of Directors of Harman Realty, Inc., a Virginia corporation. A majority of the committee may designate a representative or representatives to act for it. Upon the completion of the subdivision, the Architectural Control Committee consisting of at least three in number, shall be elected by the Owners of all Lots, each Lot having one vote in such election. Such election may be called by any one Owner by giving 30 days written notice to all other Owners at the address then listed with the Treasurer of the governmental subdivision having real estate tax jurisdiction over said subdivision.

Section 2. Authority of Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change, including paint and trim, roofing, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color of paint, color of roofing / shingle, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event said Committee, or its designated agent, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the Owner shall give further written notice to the Board of Directors of the Association and the Architectural Review Committee that its application has been ignored. In the event the Architectural Review Committee fails to approve, modify, or disapprove, in writing, this application within thirty-five (35) days after its receipt of further written notice from the Owner as aforesaid, then approval will be deemed granted. Notification of total or partial disapproval shall include the reasons for such disapproval. Failure of the Architectural Review Committee 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.

In the event that the Owner does not seek the approval of the Architectural Review Committee, prior to making any changes to his Lot or Unit as aforesaid then the Architectural Review Committee, may, at its sole discretion, force the Owner to make whatever remediation it deems appropriate to bring the Lot/Unit into compliance with the rules and regulations of the Committee. All costs of such remediation shall be borne solely by the Owner and shall constitute a lien upon the Lot/Unit which is enforceable in accordance with 55-516 of the Code of Virginia.

The Architectural Review Committee may remove, at the expense of the Owner, any noxious, offensive, or unapproved structure or exterior decoration on any Lot or Unit, provided that it receive a written complaint, from another Owner, seeking such action. The cost of removal shall constitute a lien upon the Lot/Unit which is enforceable in accordance with 55-516 of the Code of Virginia

Section 3. Fences. All fencing, subject to the decision of the Architectural Control Committee, shall be white vinyl fencing of equal or better quality than Dutchway fencing

ARTICLE THREE

MEMBERSHIP AND VOTING RIGHTS

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

Association. Ownership of such Lot shall be the sole qualification for membership.

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

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

Class B. The Class B member shall be the Declarant. 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 Two, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

Section 2. Association's Board of Directors. The business of the Property Owners' Association shall be managed by its Board of Directors. The initial number of directors shall be three (3). Declarant shall appoint said initial directors until such time as eighty percent (80%) of the lots are independently owned. At that time, the directors shall be elected annually by and from the membership with voting privileges as set forth in Article Three, Section 2.

Section 3. Association's Authority. The Association shall have the authority and responsibilities as set forth herein.

ARTICLE FOUR

PARKING RIGHTS

Section 1. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use a Private Parking and Access Easement for ingress and egress in and upon Lots in accordance with the Access Easements as shown on said Plat.

ARTICLE FIVE

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not is 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. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and relating to the use and enjoyment of the homes situated upon the Properties.

Section 3. Basis of Annual Assessments. The initial annual assessment for each Lot shall be determined by the Declarant on or before the date when the first Lot is conveyed by Declarant and shall be prorated for the remainder of the assessment year from the time of such conveyance. Thereafter, upon a unanimous vote of the Board of Directors the annual assessment may be increased annually by no more than twenty-five percent (25%) of the prior year's assessment. In order to raise the annual assessment to more than twenty-five percent (25%) of the prior year's assessment, there must be approval by at least fifty percent (50%) of the Owners.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors shall have the authority as provided by Section 55-514 of the Code of Virginia, as amended, to levy in any assessment year a special assessment applicable to that year only, if the purpose in so doing is found by the Board to be in the best interests of the Association. A special assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Association's bylaws. Pursuant to Section 55-514 of the Code of Virginia, as amended, a special assessment may be rescinded or reduced upon a majority of votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Association's bylaws; provided that such meeting to rescind or reduce the special assessment is held within sixty (60) days of notice of the meeting.

Section 5. Declarant Exempt from Assessment. Declarant shall not be assessed on any Lots owned by it.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis. Special assessments shall not be made more than once per year.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to each lot upon the conveyance of the lot from the Declarant. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the current legal rate, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may perfect the lien against the property, pursuant to Section 55-516 of the Virginia Code. Interest, costs, and reasonable attorney's fees of any such action shall also be added to the amount of such assessment. Further, the Association may, in its discretion, foreclose upon the Lot/ Unit in accordance with Section 55-516 of the Virginia Code. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Deeds of Trust. Pursuant to Section 55-516 of the Code of Virginia, as amended, the lien of the assessments provided for herein shall be subordinate to (i) real estate tax liens on the Lot, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien; provided, however, that mechanics' and materialmen's liens shall not be affected by this Section 9. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot

that is subject to any deed of trust, pursuant to a deed of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof that became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or for the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (1) all properties dedicated to and accepted by a local public authority and (2) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Duty of Owner Upon Sale of Lot. Owners shall, no later than five (5) days from the date upon which they convey their Lot to a new purchaser, provide written notification to the President of the Association of the name of the person or entity to whom they have sold their Lot.

ARTICLE SIX

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 Properties 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 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, and 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 Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an 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.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contributions 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 the decision shall be by a majority of all the arbitrators.

ARTICLE SEVEN

EXTERIOR MAINTENANCE

The Association shall exercise its authority and fulfill its responsibilities as set forth herein. To this end, it shall have the power to levy assessments as herein contained and in accordance with the Articles and Bylaws the Association.

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.

ARTICLE EIGHT

USE RESTRICTIONS

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

1. No Lot shall be used, except for residential purposes, or for builders' construction sheds and sales and administrative offices during the construction and sales period, and not more than one principal building shall be permitted on any residential Lot shown on said plat, and no such Lot shall be resubdivided 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.
2. 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 to exceed three (3) stories in height.
3. No utility, boat, house camper, etc. recreational vehicle, trailer, bus, commercial equipment, disabled or unlicensed vehicle or material portion thereof,

or commercial vehicle larger than 3/4 ton, may be parked on any street or parking area, or Lot within said land area, unless, in the case of commercial equipments, it shall be temporarily within such subdivision for the purpose of performing work therein.

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

5. No exterior clothesline or hanging device shall be allowed upon any Lot or Common Area, and no antenna shall project above the surface of the roof.

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

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

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

9. A satellite dish, not in excess of twenty-four (24) inches in diameter, may be installed upon the Lots in Section 9B provided that the location of the satellite dish is approved by the Architectural Review Committee, prior to installation. In the event the satellite dish is installed without the prior approval of the ARC, then the ARC may, in its sole discretion, remove said satellite at the sole expense of the Owner.

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

11. All improvements to lots shall be completed within 12 months of the commencement of construction thereof.

12. The Association shall be responsible for snow removal from the parking lots and sidewalks. Snow removal from the Lots and lot owners' sidewalks and roadways shall be the responsibility of the Lot owner.

13. The Association shall be responsible for the removal of Lot Owner's trash. The Lot owner shall place his/her trash in the designated area in the subdivision for removal by the Association.

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

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

16. The cost and expenses incidental to the abatement of any violation hereof, and the removal and correction of any offending structure or condition shall be paid by the owners of the offending property, and the amount thereof until paid shall constitute a lien upon such offending property, in favor of Association,

inferior only to such liens as prescribed in Section 55-516 of the Code of Virginia, as amended.

17. 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.

ARTICLE NINE

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 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:

The right of the Association to charge reasonable fees for the use of any facility situated upon the Common Area.

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 Properties.

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.

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 Board of Directors has been recorded, agreeing to such dedication or transfer.

Section 3. Delegation of Use. Any Member may delegate, in accordance with the Articles and By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants and contract purchasers who reside on the Properties.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors 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 TEN

EASEMENTS

Section 1. Utility Easements. Easements for installation and maintenance of utilities, walkways, driveways, drainage facilities, sanitary sewer, water line, and access to all Lots are reserved as shown on the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. Easements for utilities and maintenance of utilities are reserved over the Lots in Section 9B Harmony Heights Subdivision as necessary for the benefit of said Lots, said locations to be designated by Declarant. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities or which may obstruct or interfere with the installation and maintenance of said utilities or access to Lots. The easement area within each Lot shall be maintained constantly by the owner of said Lot, except those easements for which a public authority, utility company or municipality is responsible.

Section 2. Easements of the Association and Architectural Review Committee. There is hereby reserved to the Association and the Architectural Review Committee such easements as are necessary to perform the duties and obligations of the Association and the ARC.

Section 3. Pipes, ducts, Cables, Wires, Conduits - Each Owner shall have an easement in common with the Owners of all other lots to use pipes, wires, ducts, cables, conduits, telephone and public utility lines. The Association, its agents, and such telephone, electric and other utility companies as may be appropriate, but no other person or entity without the consent of the Owner, shall have the right of access to each lot to inspect the same, to remove violations therefrom, and to maintain, repair or replace same.

Section 4. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall run with the land for the use and benefit of the lots superior to all other encumbrances which may hereafter be applied against or in favor of the properties or any portion hereof.

Section 5. Declarant's Easements to Correct Drainage. For a period of five (5) years from the date of submission of each Lot to this Declaration, the Declarant reserves an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to perform any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as nearly as is practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 6. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the

Declarant or Builders are engaged in developing or improving any portion of the Properties, the Declarant and Builders and their employees, agents, and assigns shall have an easement of ingress, egress, and use over any portion of the Properties not conveyed as a Lot to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model Units. Such easement shall be subject to such rules as may be established by Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of Properties.

Section 7. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) to perform such maintenance as is required by this Declaration or the Supplementary Declaration for such Lot, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 8. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers and fire and rescue personnel as is needed to carry out their duties, including enforcement of cleared emergency vehicle access.]

Section 9. Building Specific Private Access Easement. There is hereby created a ten feet (10') wide building specific private access easement around each townhouse group as is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. Specifically the Building Specific Private Access Easement shall benefit and burden the Lots as follows:

A) Building Specific Private Access Easement for Lots 1 through 6, inclusive. There is hereby created a ten feet wide, building specific private access easement for the sole benefit of Lots 1 through 6, inclusive. Said easement shall extend from the Private Parking Easement located on Lot 1; thence along the boundary line of Lot 1, identified on said Plat as S 62 56'08 W 199.12'; thence along the rear lot lines of Lots 1 through 6, inclusive, thence along the boundary line between Lot 6 and 7 to the Private Parking and Access Easement. Said Easement is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. The purpose of this easement is to allow the Owners of Lots 1 through 6, inclusive, to access the rear of their Lots/Units by pedestrian means or by lawn equipment. The Owners of these Lots shall not place any fence or other obstruction in this easement.

B) Building Specific Private Access Easement for Lots 7 through 11, inclusive. There is hereby created a ten feet wide, building specific private access easement for the sole benefit of Lots 7 through 11, inclusive. Said easement shall extend from the Private Parking Easement located on Lot 7; thence along Lot 7 on the boundary line of Lot 6 and 7; thence along the rear lot lines of Lots 7 through 11, inclusive, thence along the boundary line between Lot 11 and 12 to the Private Parking and Access Easement. Said Easement is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. The purpose of this easement is to allow the Owners of Lots 7 through 11, inclusive, to access the rear of their Lots/Units by pedestrian means or by lawn equipment. The Owners of these Lots shall not place any fence or other obstruction in this easement.

C) Building Specific Private Access Easement for Lots 12 through 17, inclusive. There is hereby created a ten feet wide, building specific private access easement for the sole benefit of Lots 12 through 17,

inclusive. Said easement shall extend from the Private Parking Easement located on Lot 12; thence along Lot 12 on the boundary line of Lot 11 and 12; thence along the rear lot lines of Lots 12 through 17, inclusive, thence along the boundary line between Lot 17 and 18 to the Private Parking and Access Easement. Said Easement is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. The purpose of this easement is to allow the Owners of Lots 12 through 17, inclusive, to access the rear of their Lots/Units by pedestrian means or by lawn equipment. The Owners of these Lots shall not place any fence or other obstruction in this easement.

D) Building Specific Private Access Easement for Lots 18 through 25, inclusive. There is hereby created a ten feet wide, building specific private access easement for the sole benefit of Lots 18 through 25, inclusive. Said easement shall extend from the Private Parking Easement located on Lot 18; thence along Lot 18 on the boundary line of Lot 17 and 18; thence along the rear lot lines of Lots 18 through 25, inclusive, thence along the boundary line between Lot 25 and 26 to the Private Parking and Access Easement. Said Easement is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. The purpose of this easement is to allow the Owners of Lots 18 through 25, inclusive, to access the rear of their Lots/Units by pedestrian means or by lawn equipment. The Owners of these Lots shall not place any fence or other obstruction in this easement.

E) Building Specific Private Access Easement for Lots 26 through 32, inclusive. There is hereby created a ten feet wide, building specific private access easement for the sole benefit of Lots 26 through 32, inclusive. Said easement shall extend from the Private Parking Easement located on Lot 26; thence along Lot 26 on the boundary line of Lot 25 and 26; thence along the rear lot lines of Lots 26 through 32, inclusive, thence along the boundary line between Lot 32 and 33 to the Private Parking and

Access Easement. Said Easement is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. The purpose of this easement is to allow the Owners of Lots 26 through 32, inclusive, to access the rear of their Lots/Units by pedestrian means or by lawn equipment. The Owners of these Lots shall not place any fence or other obstruction in this easement.

F) Building Specific Private Access Easement for Lots 33 through 37, inclusive. There is hereby created a ten feet wide, building specific private access easement for the sole benefit of Lots 33 through 37, inclusive. Said easement shall extend from the Private Parking Easement located on Lot 33; thence along Lot 33 on the boundary line of Lot 32 and 33; thence along the rear lot lines of Lots 33 through 37, inclusive, thence along the boundary line between Lot 37 and the Common Area to the Private Parking and Access Easement. Said Easement is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. The purpose of this easement is to allow the Owners of Lots 33 through 37, inclusive, to access the rear of their Lots/Units by pedestrian means or by lawn equipment. The Owners of these Lots shall not place any fence or other obstruction in this easement.

G) Building Specific Private Access Easement for Lots 38 through 43, inclusive. There is hereby created a ten feet wide, building specific private access easement for the sole benefit of Lots 38 through 43, inclusive. Said easement shall extend from the Private Parking Easement located on Lot 38; thence along Lot 38; thence along the rear lot lines of Lots 38 through 43, inclusive, thence along the boundary line between Lot 43 and Lot 44 to the Private Parking and Access Easement. Said Easement is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. The

purpose of this easement is to allow the Owners of Lots 38 through 43, inclusive, to access the rear of their Lots/Units by pedestrian means or by lawn equipment. The Owners of these Lots shall not place any fence or other obstruction in this easement.

H) Building Specific Private Access Easement for Lots 44 through 49, inclusive. There is hereby created a ten feet wide, building specific private access easement for the sole benefit of Lots 44 through 49, inclusive. Said easement shall extend from the Private Parking Easement located on Lot 44; thence along Lot 44; thence along the rear lot lines of Lots 44 through 49, inclusive, thence along the boundary line between Lot 49 and the Common Area to the Private Parking and Access Easement. Said Easement is more particularly described on Sheet 2 of the plat entitled "Harmony Heights Section 9B" prepared by Bobby L. Owens, dated January 27, 2005 and recorded in the aforesaid Clerk's Office immediately prior hereto. The purpose of this easement is to allow the Owners of Lots 44 through 49, inclusive, to access the rear of their Lots/Units by pedestrian means or by lawn equipment. The Owners of these Lots shall not place any fence or other obstruction in this easement.

Section 10. Private Pedestrian Easement along Lake. There is hereby conveyed to the Owners of Lots in Section 11 Harmony Heights, their guests and invitees, a 20 feet wide pedestrian easement over the Common Area surrounding the Lake as shown on the plat entitled Harmony Heights Section 9B, prepared by Bobby L. Owens, Land Surveyor, dated January 26, 2005, and recorded immediately prior hereto.

ARTICLE ELEVEN

GENERAL PROVISION

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to the Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

B 2 6 3 0 P 3 8 7

HARMAN REALTY, INC.,
a Virginia corporation

By: Carl B. Harman, V.P.

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

The foregoing instrument was acknowledged before me this 1st day of March, 2005 by Carl B. Harman, Vice President of Harman Realty, Inc., a Virginia corporation, on behalf of said corporation.

My commission expires: 6/30/2008.

Guthrie Harman
Notary Public

05 MAR -2 11 9:55

CIRCUIT COURT
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
2 day of March, 20 05 at 9:55AM. I certify that
taxes were paid when applicable:
Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 35.00 Copies 11.50 TESTE

L. WAYNE HARPER
CLERK 46.50

Deed Book No 2630 Page 365

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