

DECLARATION

OF

COVENANTS, LIENS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by SCRIPTURE BUILDING CORP., a Virginia corporation, hereinafter referred to as "Declarant,"

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a certain parcel and subdivision of land containing 2.76 acres, more or less, known and designated as "COLLEGE STATION" Subdivision situate in the City of Harrisonburg, Virginia, on the southern side of Reservoir Street;

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

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

ARTICLE I
DEFINITIONS

EX709 PG0099

Section 1. "Association" shall mean and refer to COLLEGE STATION Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including the Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Scripture Building Corp.; from and after the date of the recordation of the document assigning to another person or entity all of the rights reserved to the Declarant under this Declaration, the term "Declarant" shall mean that assignee.

Section 8. "Board of Directors" shall mean and refer to the governing body of the Association.

Section 9. "Voting Power" shall mean and refer to the total vote authorized under Article III herein.

ARTICLE II
MEMBERSHIP

Every Owner, including the Declarant, shall be a Member of the Association. Where there is more than one Owner of a Lot, each Owner shall be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot except to

person occupying Lot as herein provided. Ownership of a Lot shall be the sole qualification for membership. The benefits of membership may be assigned by the Owner to any person who occupies Owner's Lot.

ARTICLE III

VOTING RIGHTS

Each Owner shall be entitled to one vote for each Lot as to which he qualifies as an Owner. However, in no event shall more than one vote be cast with respect to any Lot, and where there is more than one person or entity constituting the Owner of a lot, the vote for such Lot shall be exercised as they among themselves determine.

ARTICLE IV

PROPERTY RIGHTS

Section 1. 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:

(a) the right of the Association to charge reasonable fees for the use of any facility situated upon the Common Area;

(b) the right of the Association, in accordance with its Articles and By-laws to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(c) 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;

(d) 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 such purpose and subject to such conditions as may be agreed to in the instrument of dedication or transfer. No such dedication or transfer shall be

effective unless an instrument signed by two-thirds of the voting power has been recorded, agreeing to such dedication or transfer. PK706 PEO100

Section 2. Delegation of Use. Any Member may delegate in accordance with the By-Laws and Rules enacted thereunder, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, contract purchasers who reside on the property, or otherwise, as provided in the By-Laws or Rules.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association with good and marketable title and free and clear of liens, prior to the conveyance of the first Lot.

ARTICLE V

EASEMENTS

Section 1. Encroachments and Support. If any improvement constituting part of any Lot or part of the Common Area now or hereafter encroaches on any (other) Lot or on the Common Area by reason of (i) the original construction thereof, (ii) deviation within normal construction tolerances in the maintenance or repair of any improvement, or (iii) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. To the extent that any land or improvement constituting part of any Lot or part of the Common Area now or hereafter supports or contributes to the support of any land or improvement constituting part of any (other) Lot or of the Common Area, the former is hereby burdened with an easement for the support of the latter.

Section 2. Easement Reserved to Declarant. The Declarant hereby reserves an easement over the Properties, which easement

shall arise upon the conveyance of the Common Area to the Association whether or not mentioned in that conveyance, for the purpose of completing the construction of all improvements on the Property and for the purpose of placing and maintaining signs on the Common Area. This easement shall terminate when the Declarant ceases to be an Owner.

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

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each improved lot owned within

the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Such annual and special assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in the manner as hereinafter provided and subject to prior liens upon the property as hereinafter provided. Each such assessment, together with such interest costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

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

(a) The Association shall provide exterior maintenance on all Lots and the Common Area, including, paint, repair, replacement, and care of roofs, gutters, downspouts, exterior building surfaces, those portions of the water distribution and sewer collection system not under city maintenance, trees, shrubs, grass, walks, and all other building improvements, with the exception that the Association shall not maintain and replace glass surfaces and broken window glass or screens or screen doors

in individual living units and shall not maintain the heat pump compression units.

BK706 PGO103

In the event that any such need for maintenance or repair is caused by the willful or negligent act or omission of the Owner, his family, guests, or tenants, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

(b) The Association shall maintain all open and Common Areas, as well as all parking areas. The Association shall maintain a service for the collection of garbage and trash and shall provide snow removal and grass cutting for the Common Area.

(c) The Association shall operate such recreational facilities as it deems proper for the use of the Members.

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

Section 3. Annual Assessments.

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

reasonable manner as the Board of Directors shall designate.

(b.) The Common Expense Fund may also include such amounts as the Board of Directors may deem proper for general working capital, for a general operating reserve, for a reserve fund for replacements and major maintenance and to make up for any deficit in the common expenses for any prior year.

(c.) The omission by the Board of Directors before the expiration of any year to fix the assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions hereof or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

(d.) The Board of Directors or its designee shall keep detailed, accurate records in chronological order, for the receipts and expenditures affecting the Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owners at reasonably convenient hours.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, or reconstruction, or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment must be approved by two-thirds of the voting power. Voting for special assessments shall be in person or by proxy at a meeting duly called for this purpose, pursuant to the normal notice required for meetings as provided

under the By-Laws of the Association, or under Virginia state law, if none is so provided.

PK706 PG105

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

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

Section 7. Lien for Payment of Assessments and Subordination of Lien to First Mortgage. There shall be a continuing lien upon each of the individual lots herein, in order to secure the payment of any of the assessments provided under this Declaration. Such lien shall include interest costs and reasonable attorney's fees incident to collection of the assessment. Such lien shall be at all times subject and subordinate to any first mortgage or deed of trust, securing an institutional lender, placed on the property at any time. However, at such time as the Association places of record a notice of delinquency as to any particular Lot on a form

prescribed by the Board of Directors, then, from the time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall become a lien prior to any mortgages or deeds of trust placed of record subsequent to the date of said notice, in the same manner as the lien of a docketed judgment in the State of Virginia.

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

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

The lien of the assessments provided for herein, whether or not notice has been placed of record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature.

ARTICLE VII

BK706 P60107

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 the party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other 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 rights of any such Owners 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 of Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the

decision of a majority of such arbitrators shall be final and binding upon all parties.

EK708 PG0108

ARTICLE VIII

ARCHITECTURAL CONTROL

No exterior addition to or change or alteration therein shall be made until the plans and specifications showing the nature, kind, shape, height, materials 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

ARTICLE IX

USE RESTRICTION

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

(a) No Owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used, for any purpose other than as a residence for the Owner and the Owner's family or the Owner's lessees or guests.

(b) 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.

(c) Nothing shall be done or kept in any Lot or in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of the law. No waste will be committed in the Common Area.

(d) No sign of any kind shall be displayed to the public view on or from any Lot or the Common Area, without the prior written consent of the Board of Directors, which consent will not be unreasonably withheld.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot or in the Common Area, ^{EXCEPT} except that dogs, cats, or other commonly accepted household pets may be kept on a Lot, for non-commercial purposes, subject to rules and regulations adopted by the Board of Directors.

(f) No noxious or offensive activity shall be carried on in any Lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in, or removed from, the Common Area, except upon the written consent of the Association.

(h) There shall be no violation of rules for the use of the Common Area and Lots adopted by the Board of Directors and furnished in writing to the Owners, and the Board of Directors is authorized to adopt such rules.

(i) Nothing in this Declaration shall be construed to deny the right hereby reserved to the Declarant for a period of one year following the recordation of this Declaration to maintain sales offices anywhere on the Common Area or on any Lot of which the Declarant is the Owner.

Section 2. Entry for Repairs. The Association or its agents may enter any Lot or residence thereon when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made at reasonable hours and with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association out of the Common Expense Fund.

ARTICLE X

INSURANCE

The Board of Directors shall have the right to purchase insurance for all Lots and residences thereon or for a limited group of owners which decide to participate in type, amount, and coverage satisfactory to the Board of Directors, but such

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policies, whether purchased by the Association or individual
Owners, shall be paid for by the individual Owners, either
DK706 PGO110
directly to the Association, as the Board of Directors may
designate, on a pro-rata basis. The premium for said insurance,
if unpaid, shall become a lien upon the individual Lot in the
same manner as provided for the annual and special assessments.
Should an individual Owner request more than the minimum coverage
required by the Board of Directors, then the Board of Directors,
if purchasing insurance, shall order this additional coverage for
the individual Owner to be paid for by him at the time of
purchase.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or the By-Laws or rules and regulations of the Association. Failure by the Association or by an Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants, conditions, reservations and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants, conditions,

reservations, and restrictions of this Declaration may be amended during the first twenty (20) year period by ^{DK7 Q6 PGO 111} an instrument signed by Owners representing not less than ninety per cent (90%) of the voting power, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of said Owners. Any amendment must be properly recorded.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be signed hereto by its PRESIDENT, and its corporate seal to be duly affixed and attested, all by due authority, this 10 day of FEB, 1984.

SCRIPTURE BUILDING CORP.

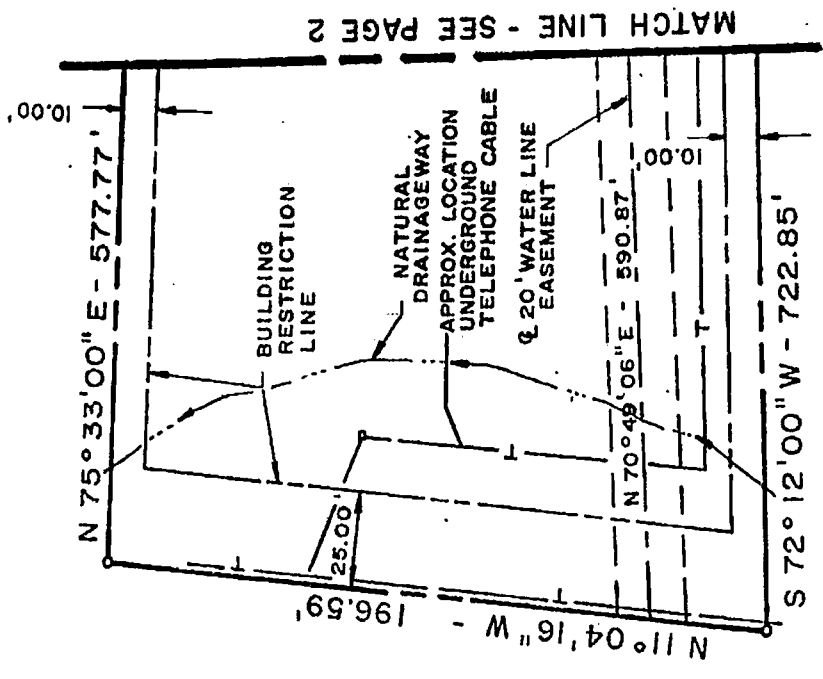
By: [Signature]

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Henrico, to-wit:

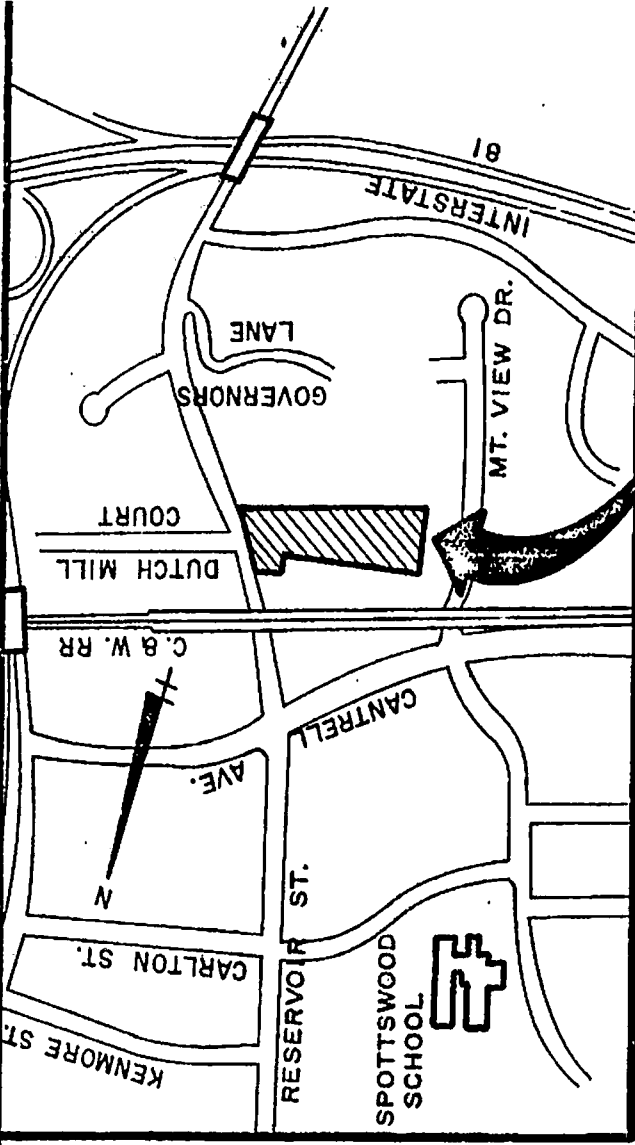
The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 8 day of March, 1984, by [Signature] of SCRIPTURE BUILDING CORP., a Virginia corporation, on behalf of said corporation.

My commission expires: MY COMMISSION EXPIRES SEPT. 8, 1984

[Signature]
Notary Public



MATCH LINE - SEE PAGE 2



VICINITY MAP
(NO SCALE)

BK7 0 G PO PAGE 1 OF 3 2

FINAL SUBDIVISION PLAT OF -
COLLEGE STATION

HARRISONBURG, VIRGINIA

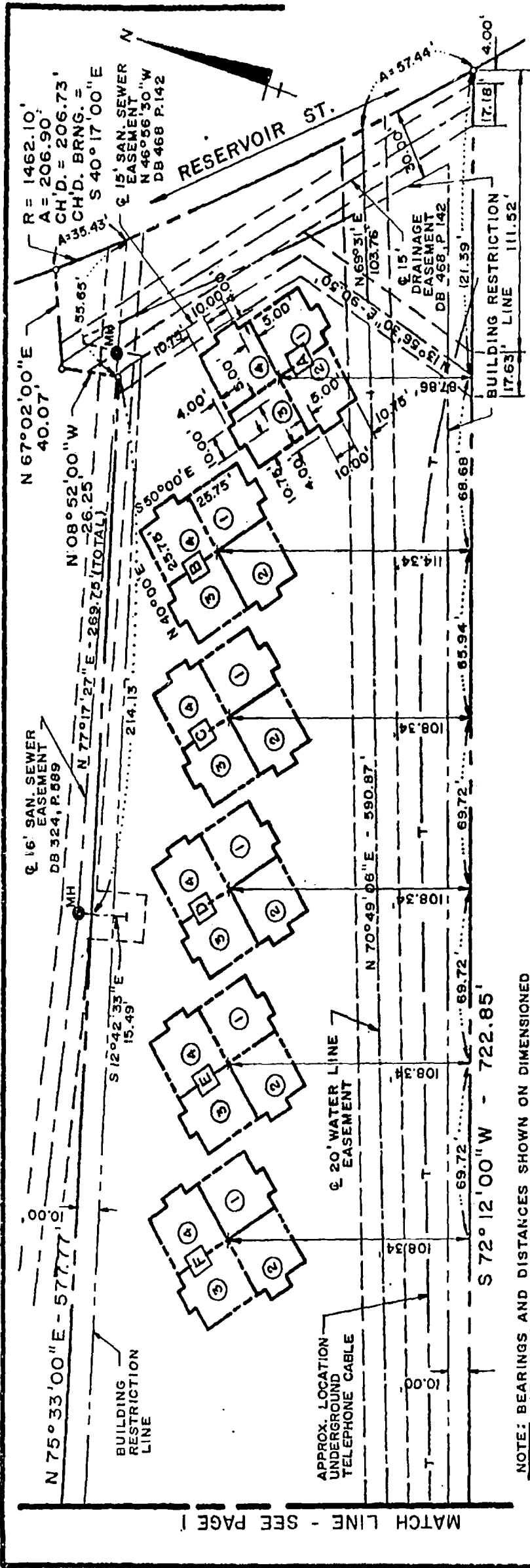
SCALE: 1" = 50' DATE: NOV. 21, 1983

PREPARED BY -

PATTON, HARRIS, RUST, & ASSOCIATES
ENGINEERS · SURVEYORS · PLANNERS · LANDSCAPE ARCHITECTS
BRIDGEWATER, VIRGINIA

FEB. 2, 1984

REVISION CHGD. SUBD. NAME FROM MADISON SQ. II TO COLLEGE STATION



MATCH LINE - SEE PAGE 1

NOTE: BEARINGS AND DISTANCES SHOWN ON DIMENSIONED LOT LINES ARE TYPICAL FOR ALL LOTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE PLANNING COMMISSION, HARRISONBURG CITY COUNCIL, AND ORDINANCES OF THE CITY OF HARRISONBURG, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE CITY, HAVE BEEN COMPLIED WITH.

I ALSO CERTIFY THAT THIS SURVEY IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS.

George E. Foard
SIGNATURE

Nov. 21, 1983
DATE



24 LOTS
LOT AREA = 16872 SQ. FT.
OPEN AREA = 103556 SQ. FT.
TOTAL AREA = 120428 SQ. FT. = 2.7646 ACRES

NOTE: ALL AREAS NOT SPECIFICALLY DESIGNATED AS LOT AREAS SHALL BE SUBJECT TO A GENERAL EASEMENT FOR INGRESS & EGRESS AND FOR UTILITY CONNECTIONS.

- FINAL SUBDIVISION PLAT OF -
COLLEGE STATION

HARRISONBURG, VIRGINIA

DATE: NOV. 21, 1983

SCALE: 1" = 50'

PREPARED BY -

PATTON, HARRIS, RUST, & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTS
BRIDGEWATER, VIRGINIA

FEB. 2, 1984

REV. CHGD. SUBD. NAME FROM MADISON SQ: I TO COLLEGE STATION

PAGE 2

OF 3

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
14 day of March, 1984 at 2:12 P M. I certify that

_____ was paid when applicable:

Sec. 58-54 - State _____ County _____ City _____

Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____

Recording 28.00

TESTE

L. WAYNE HARPER
CLERK

Deed Book No. 706 Page 97

RECORDED
CIRCUIT CLERK'S OFF.
ROCKINGHAM COUNTY, VA
L. WAYNE HARPER, CLERK
101319 MAR 14 84

OWNERS CONSENT AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT, CONTAINING 2.7646 ACRES, MORE OR LESS, AND DESIGNATED AS COLLEGE STATION SUBDIVISION SITUATED IN THE CITY OF HARRISONBURG VIRGINIA, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND TRUSTEES THEREOF, THAT ALL STREETS ON SAID PLAT ARE DEDICATED TO THE PUBLIC USE, AND THAT ALL LOTS WITHIN THE SUBDIVISION ARE SUBJECT TO CERTAIN RESTRICTIONS, RESERVATIONS, STIPULATIONS, AND COVENANTS AS CONTAINED IN A WRITING EXECUTED BY THE UNDERSIGNED;

UNDER DATE OF FEBRUARY 10, 1984 AND RECORDED IN THE CLERK'S OFFICE OF ROCKINGHAM COUNTY IN DEED BOOK 706, PAGE 97, THE SAID 2.7646 ACRES OF LAND HEREBY SUBDIVIDED HAVING BEEN CONVEYED TO SCRIPTURE BUILDING CORPORATION BY LANTZ CONSTRUCTION COMPANY BY DEED DATED MAY 12, 1983 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROCKINGHAM COUNTY, VIRGINIA, IN DEED BOOK 680 PAGE 764. GIVEN UNDER OUR HANDS THIS 10 DAY OF FEBRUARY 1984.

SCRIPTURE BUILDING CORPORATION BY [Signature] (SEAL)
A VIRGINIA CORPORATION BY [Signature] PRESIDENT
[Signature] HENRY C. CLARK, TRUSTEE (SEAL)
[Signature] V. STEPHEN BRADSHAW, TRUSTEE (SEAL)

WE HEREBY APPROVE OF THE EXECUTION OF THIS DOCUMENT BY V. STEPHEN BRADSHAW AND HENRY C. CLARK, TRUSTEES UNDER DEED OF TRUST DATED AUG. 11, 1983, AND RECORDED IN DEED BOOK 689, PAGE 97. UNITED VIRGINIA BANK, BONDHOLDER UNDER AFORESAID DEED OF TRUST.
BY [Signature] (SEAL)

FEB. 2, 1984
REV. CHGD. SUBD. NAME FROM MADISON SQ. II TO COLLEGE STATION

CERTIFICATE OF APPROVAL

THIS SUBDIVISION KNOWN AS COLLEGE STATION SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH THE EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD.

1-6-84 (SIGNED) [Signature] CHAIRMAN
DATE HARRISONBURG PLANNING COMMISSION
1-6-84 (SIGNED) [Signature]
DATE MAYOR HARRISONBURG
CITY OF HARRISONBURG

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 10th day of February, 1984 by Jared S. Scripture, President of Scripture Building Corporation on behalf of said corporation. My commission expires: February 6, 1987.

[Signature]
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 10th day of February, 1984 by Henry C. Clark and V. Stephen Bradshaw, Trustees. My commission expires: February 6, 1987.

[Signature]
NOTARY PUBLIC

PG

- FINAL SUBDIVISION PLAT OF -
COLLEGE STATION
HARRISONBURG, VIRGINIA

PAGE 3
-OF 3

SCALE: 1" = 50' DATE: NOV. 21, 1983

PREPARED BY
PATTON, HARRIS, RUST, & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTS
BRIDGEWATER, VIRGINIA

CIRCUIT COURT OF ROCKINGHAM COUNTY, HARRISONBURG, VIRGINIA

Date 3-14-84

OFFICIAL RECEIPT

Received Of WUB
 From Scripture Building Corp.
 To _____

Deed
 Deed of Trust
 Other

Time 2:12 a.m.
 Consideration _____ a.m.

*Declaration of
 Payment, liens +
 Restrictions*

L. WAYNE HARPER, Clerk
 By: Bm
Deputy Clerk

039 State Tax		
213 County Tax		
214 City Tax		
038 Add'l State Tax		
220A Add'l Co. Tax		
220B Add'l City Tax		
212 Transfer Fee		
301 Recording	28	00
TOTAL	28	00

Payee's Copy

84 01319

706-97

AMENDMENT TO DECLARATION OF COVENANTS, LIENS, AND RESTRICTIONS

WHEREAS, by a declaration recorded in Deed Book 706, Page 97, restrictions and covenants were established for College Station Subdivision situate in the City of Harrisonburg, Virginia; and

WHEREAS, the owners of at least ninety (90)% of the lots in said subdivision wish to amend Article IX, Section 1(e) of said restrictions and covenants and

WHEREAS, all of said owners have agreed to join herein to make such amendment,

NOW, THEREFORE, the undersigned, being all of the owners of property in College Station Subdivision, City of Harrisonburg, Virginia, do hereby amend Article IX, Section 1(e) of said restrictions and covenants as follows:

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any lot on the Common Area, including dogs, cats, or other commonly accepted household pets.

WITNESS the following signatures and seals.

Albert V. Giambalvo
Albert V. Giambalvo

Jean A. Giambalvo
Jean A. Giambalvo

Mary Lisa Giambalvo
Mary Lisa Giambalvo

City/County of Fairfax
Commonwealth/State of Virginia
Acknowledged before me this 25th day of October 1990

Kathleen M. Snow
Notary Public
Commission Expires: October 15, 1991

Lloyd J. Bollinger
Lloyd J. Bollinger

Kathryn L. Bollinger
Kathryn L. Bollinger

Brenda Bollinger Stegel
Brenda Bollinger Stegel

City/County of Fairfax
Commonwealth/State of Virginia
Acknowledged before me this 11th day of Nov., 1990

Stammy J. Keener
Notary Public
My Commission Expires March 31, 1991

AMENDMENT TO DECLARATION OF COVENANTS, LIENS, AND RESTRICTIONS
(College Station Owners Association Article IX, Section 1(e))

Henry G. Prosack
Henry G. Prosack

Frances M. Prosack
Frances M. Prosack

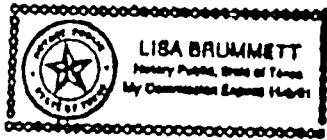


City/County of FAIRFAX
Commonwealth/State of VIRGINIA
Acknowledged before me this 14th day of November 1982

Colloca P. Ford
Notary Public
I was established as a Certified Notary
My Commission Expires 8/31, 1982

Henry G. Prosack, Jr.
Henry G. Prosack, Jr.

City/County of Sherman, Grayson
Commonwealth/State of Texas
Acknowledged before me this 29 day of November



Lisa Blummett
Notary Public

City/County of _____
Commonwealth/State of _____
Acknowledged before me this ___ day of _____

Notary Public

**AMENDMENT TO DECLARATION OF COVENANTS, LIENS, AND RESTRICTIONS
OF "COLLEGE STATION" SUBDIVISION**

Whereas, College Station Owners Association, Inc. was originally identified as the "Association" as defined in Article I, Section 1, in The Declaration of Covenants, Liens and Restrictions recorded in Deed Book 706, Page 97, Clerk's Office, Circuit Court, Rockingham County, Virginia;

Whereas, it has been succeeded by College Station Owners Association, Incorporated;

Whereas, the owners of "College Station" wish to memorialize such change;

Now, therefore, the undersigned being at least seventy-five percent of the owners of property in College Station Subdivision, City of Harrisonburg, Virginia, do hereby amend Article I, Section 1 of said restrictions as follows:

Section 1. "Association" shall mean and refer to College Station Owners Association, Incorporated, its successors and assigns.

Witness the following signatures and seals:



William K. Latham (Seal)



Lynette T. Latham (Seal)

ADDITIONAL SIGNATURES ON SEPARATE PAGE