



*Declaration of  
Covenants, Conditions, and Restrictions*

**Coldwell Banker Funkhouser Realtors**

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE HIGHLANDS OF RAWLEY SPRINGS

**THIS DECLARATION**, made on the date hereinafter set forth by Rawley Springs, LC, a Virginia Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

**WHEREAS**, Declarant is the owner of a certain tract or parcel of land, containing approximately 211 acres, the majority of which is presently planned for the development of residential lots, which plan of development by Rawley Springs, LC is on file with the Planning Office for the County of Rockingham, Virginia, situate on the eastern side of Gum Run at Rawley Springs, Central District, Rockingham County, Virginia, having been acquired by a deed dated April 24, 1997 from Interstate Service Corporation to Rawley Springs, LC, of record in the above Clerk's Office in Deed Book 1491, at page 66 and from Lawrence H. Hoover, Jr., of record in the above Clerk's Office in Deed Book 1912, page 450.

**WHEREAS**, Declarant will convey said properties developed as residential lots subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

**WHEREAS**, Declarant desires to provide for the maintenance and use of the bridge, roadways and common areas in said subdivision and has deemed it desirable for the efficient maintenance of said bridge, roadways, and common areas to create an association to which should be delegated and assigned the power of maintaining, administering, collecting and disbursing the assessments and charges hereinafter created for the common good;

**WHEREAS**, Declarant has incorporated under the laws of the State of Virginia as a non-profit corporation "The Association for Homeowners of The Highlands of Rawley Springs Subdivision, Inc.," for the purpose of exercising these certain restrictive covenants and providing for said maintenance above described;

**NOW, THEREFORE**, Declarant hereby declares that all of the residence properties 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. 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 I**

### **DEFINITIONS**

Section 1. "Association" shall mean and refer to The Association for Homeowners of The Highlands of Rawley Springs Subdivision, 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. "Park Area", shall mean all real property containing 36 acres, more or less, shown on the Plan of Development for Highlands of Rawley Springs Subdivision, thereon designated as Park Area, including the bridge, as shown upon the survey and plat or plats therefore and recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, to be conveyed to the Association for the common use and enjoyment

of the Members of the Association. Such conveyance to be subject to any dedications and transfers to public agencies, authorities, or utilities, which may be necessary for the development of the subject property in its entirety.

Section 4. "Roads" shall mean the common roadways used for access to the Lots and as shown on the recorded plat of subdivision.

Section 5. "Lot" shall mean and refer to any plot of land shown upon said Plan of Development for The Highlands of Rawley Springs as a Lot and subsequently to be recorded in the Clerk's Office of Rockingham County, Virginia as individual Lots, with the exception of the Park Area.

Section 6. "Member" shall mean and refer to every person or entity who becomes an Owner of one or more of the Lots.

Section 7. "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 contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Rawley Springs, LC, a Virginia Limited Liability Company, its successors and assigns, if such successors or assigns should acquire a majority of the remaining undeveloped Lots from the Declarant for the purpose of development.

## **ARTICLE II**

### **ANNEXATION OF ADDITIONAL PROPERTIES INTO THE ASSOCIATION FOR HOMEOWNERS OF THE HIGHLANDS OF RAWLEY SPRINGS SUBDIVISION**

Section 1. Annexation of additional properties to be developed by Declarant or its assigns in the future may, at the option of the Declarant, be added to the property

subject to this Declaration and shall enjoy the benefits hereunder and be subject to the same restrictions set out hereunder or amended from time to time. This shall be effected by recording an Owners Consent and Dedication and so stating that the property is to be subject to this Declaration.

### **ARTICLE III**

#### **MEMBERSHIP**

Every person or entity who is a record 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 who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

### **ARTICLE IV**

#### **VOTING RIGHT**

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. 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 determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Members shall be entitled to three (3) votes for each unsold Lot of the initial Lots and

three (3) votes for the future sections until such time as a plan of development for it has been recorded and then three (3) votes for each Lot shown on such plat of development, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- (b) on January 1, 2007, or
- (c) the surrender of the Class B membership by Declarant.

## **ARTICLE V**

### **PROPERTY RIGHTS**

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Park Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Members using the Park Area, should such use become excessive,
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Park Area,
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Park Area and facilities and in aid thereto to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder,

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations,

(e) the right of the Association to dedicate or transfer all or any part of the Park Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument, signed by Members entitled to cast sixty percent (60%) of the votes of the Class A membership and sixty percent (60%) of the votes of the Class B membership, if any, has been recorded agreeing to such dedication or transfer, and such actions have been passed at a meeting of the Members with written notice sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting,

(f) the right of the Association to issue Rules and Regulations relating to the use of the Park Area, recreational facilities, if any, and the roads.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Park Area and facilities to the members of his family, tenants, or contract purchasers who reside on a Lot.

Section 3. Title to the Park Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Park Area to the Association, free and clear of all encumbrances and liens, except those herein contained.

## ARTICLE VI

### COVENANT 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 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. 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 Highlands of Rawley Springs, and in particular for the improvement and maintenance of the property, bridge, roads, services and facilities devoted to this purpose and related to the use and enjoyment of the Park Area.

Section 3. Basis of Annual Assessments. The annual assessment shall be One Hundred Dollars (\$100) per Lot, unless changed by the Board of Directors of the Association upon consideration of current maintenance costs and future needs of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy at any time 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, unexpected repair or replacement of a described capital improvement upon the Park Area or the Roads, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty percent (60%) 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 not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Section 4.

At the first meeting called, as provided in Section 4 hereof, the quorum requirements for Class A Members shall be fifty-one percent (51%) of the votes of such class. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1 /2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments Due Dates.

The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the conveyance of the Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth

whether the assessment on a Lot has been paid. A reasonable charge may be made by the Board 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 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 the current legal rate, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Park Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which 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 which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Park Area; and (c) Lots owned by Declarant after twelve (12) Lots have been transferred to other Owners, with Declarant's maximum liability being One Thousand Two Hundred Dollars (\$1,200) per year and this amount being reduced by One Hundred Dollars (\$100) for each Lot

transferred. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VIII

### RESTRICTIVE COVENANTS

Section 1. Use. The Lots hereunder shall be used for no purpose except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of the Lots, other than one detached dwelling not to exceed two stories in height and a private garage for not more than three cars, and such other outbuildings as may be approved by the Architectural Control Committee hereinafter provided.

Section 2. Approval. No building or other improvement shall be erected, placed, or altered on any Lot until construction plans and specifications have been submitted in writing and approved by the Architectural Control Committee as to external design and materials, harmony of external design with existing structures, and as to location on the Lot. No fence or wall shall be erected, placed or altered on any Lot unless similarly approved, but in no event shall a fence or wall exceed six (6) feet in height or be constructed of chain link. The placement of the driveway and parking areas on each individual lot shall be approved by the Architectural Control Committee. Every effort will be made in determining the location of the driveway and parking areas so as not to disturb the aesthetics along the common roadways of the development.

Section 3. Appointment. The Architectural Control Committee hereinabove referred to is composed of three Members appointed by the Declarant until the earlier of the following:

- (a) the date on which forty (40) Lots have been transferred to other Owners by the Declarant, or

(b) assignment by the Declarant of its right to appoint the committee to the Association as evidenced by a recorded instrument.

The Members appointed by the Declarant shall hold office until removed by the Declarant or their successors, or elected as later provided.

Upon the happening of an event listed in (a) or (b) above, the Declarant or Association shall give notice of the election of members of the Architectural Control Committee to the Members. If Declarant or the Association for any reason fails to do so, then any Owner may give the notice. The notice shall be in writing and mailed first class at least thirty (30) days in advance of the proposed election to each Owner at the address listed with the Treasurer of Rockingham County, Virginia. A ballot shall be attached to the notice which shall contain the names of at least three persons suggested by the Declarant or other mailing party with the right reserved to each Owner to nominate and vote for additional or other persons if desired.

The three persons receiving the highest number of votes shall be elected. The ballots shall be counted and certified by the person calling the election

The person receiving the highest number of votes shall serve a term of three (3) years; the person receiving the next highest number of votes shall serve a term of two (2) years, and the person receiving the third highest number of votes shall serve a term of one (1) year. Thereafter, all persons elected shall serve a term of three (3) years. No person shall be elected to more than two successive terms. Vacancies, whether caused by resignation, removal, or expiration of term, shall be filled by the remaining Members of the Architectural Control Committee. If all three offices are vacant, any Owner may request an election to be held as earlier provided. All matters decided by the Architectural Control Committee shall be determined by majority vote.

Section 4. Discretionary Authority. The Architectural Control Committee's

approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the covenants herein provided shall be deemed to have been duly complied with.

The aforesaid Architectural Control Committee shall have full, absolute and complete discretion to approve or disapprove proposed buildings and improvements on any Lot, and in the exercise of its discretion said Committee shall not be bound to approve any proposed buildings and improvements solely because such comply with the other restrictions and covenants herein contained or are equal in cost or value to buildings and improvements on other Lots. Said Committee shall also have the further discretion to approve any proposed buildings or improvements on any Lot even though said improvements do not meet the requirements of the other provisions of this instrument, if, in the absolute discretion of said Committee, such variations are not harmful to the value of the adjoining property. In no event, however, shall said Committee be empowered to permit any use of any Lot other than as provided in Section 1 above.

The Architectural Control Committee may base its approval or rejection of plans or specifications upon any ground, including purely aesthetic considerations, which in the sole discretion of the Committee shall seem sufficient.

The exterior of any dwelling or building constructed on any Lot shall be

completed within one year after commencement of construction.

Neither the Declarant or the Architectural Control Committee shall be liable to any Owner or other persons on account of any claim, liability damage, or expense suffered or incurred or threatened against an Owner or other person arising out of or in any way related to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Declarant or the Architectural Control Committee, whether given, granted or withheld.

Section 5. Setbacks. The Architectural Control Committee shall be privileged, in its absolute discretion, to specify building setback lines from any roadway upon which any of said Lot abuts, but such setbacks shall meet the minimum requirements of the County of Rockingham.

Section 6. Signs. No sign of any kind shall be displayed on any Lot, except one sign of not more than five (5) square feet advertising the Lot for sale or rent, and except signs used by the builder to advertise during the construction. One sign not exceeding one-half (½) square foot displaying the name of the Owner of the Lot shall be permitted on a Lot.

Section 7. Animals. 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 they are not kept, bred, or maintained privately for commercial purposes, and in no event no more than four (4) pets per Lot; provided, however, that no animal shall be kept which shall become an annoyance or nuisance to the other residents of the subdivision.

Section 8. Trees. Reasonable effort should be made to retain any and all trees on a Lots, except in the exercise of good conservation practices.

Section 9. Trash. No Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary and closed containers, and all incinerators or other containers shall be appropriately screened from view from any street or road on which any Lot fronts.

Section 10. Septic System. No individual sewage disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of the Department of Health of the Commonwealth of Virginia as said requirements, standards, and recommendations exist from time to time. Approval of any such system as installed shall be obtained from the Department of Health of the Commonwealth of Virginia. In the event a public sewer system is installed at any future date, available to any Lot using an individual sewage system, then such individual sewage system shall be discontinued within twelve (12) months and the public system used in conjunction with said Lot.

Section 11. Parking. No dwelling shall be permitted to be erected on any Lot unless adequate provisions for off-street parking for at least two (2) vehicles be provided upon such Lot. No parking will be allowed on the common roadways of the development. Lot owners must provide adequate parking for their needs and that of their guests.

Section 12. Vehicles. No bus, commercial equipment, or disabled or unlicensed vehicles (unless garaged) or material portions thereof may be parked on any street, road or parking area, Lot, common or green area within said land areas, unless, in the case of a commercial vehicle, it shall be temporarily within such property for the purpose of performing work thereon. No mobile home or trailer shall be permitted to be placed or parked on any Lot, street or Park Area in the subdivision.

Nothing contained in this section shall prohibit the parking of a travel trailer, camper, or recreational vehicle on a Lot provided all necessary licensing, including a current inspection sticker, is maintained, provided the travel trailer, camper or recreational vehicle is not used as a dwelling place on the Lot. No unlicensed or motorized off-road vehicles may be used on any street, road or Park Area within the Subdivision.

Section 13. Exterior Finishing. No residence shall be permitted on any Lot with any type of exterior finish except brick, wood siding, wood shingles, logs, stone or a combination thereof, or any similar type of material, a sample of which shall be submitted to the Architectural Control Committee for approval before construction.

Section 14. Trucks. No van or truck of over three-quarter (3/4) ton in size shall be permitted to be parked overnight within the subdivision, unless it is being used in the temporary construction or repair to improvements on said property.

Section 15. Additional Access. No Lot or portion of any Lot shall be used as an access way or right of way for ingress or egress to any Lot, piece or parcel of land within said Subdivision, or any other lot, piece or parcel of land without the prior written consent of the Architectural Control Committee.

Section 16. Subdivision. No Lot shall be re-subdivided into smaller lots, nor shall any portion of any Lot be sold and conveyed by the Owner thereof without the prior approval of the Architectural Control Committee. The right to approve such re-subdivision of a Lot and to relocate Lot lines is reserved to the Architectural Control Committee and to Declarant.

Section 17. Easements.

(a) Roads. Every Owner shall have a non-exclusive right and easement of right-of-way to use the common roadways as shown on the recorded plat of

subdivision and to the use of the forty (40) foot roadway dedicated by deed of dedication dated November 1999 and recorded in Deed Book 1794, page 297. This right shall be appurtenant to and shall pass with the title to every Lot. No Owner shall obstruct any roadway and no act shall be done which would affect the free and continuous use and enjoyment thereof.

(b) Other Easements. Easements for drainage and for the installation, repair, replacement and maintenance of underground water and sewer pipes and mains and for overhead or underground electric power, cable, telephone lines, or other modes or forms of utilities, now or later developed, are reserved to Declarant, Rockingham County, its assigns, and public utility companies, over, through and across the strips of land designated as drainage and utility easements on the aforesaid plat, and within sixty (60) feet of the centerline of all roadways shown or platted within said Subdivision and within ten (10) feet of all exterior lines of each lot. Such easements are expressly reserved to the use of Declarant, their successors and assigns, and no third party shall be or become entitled to the use thereof, nor shall any other party, except an Owner, have any vested interest in or to the use of such easements except Declarant, Rockingham County, or such utility company as may be granted specific rights over, through or across such easements. Except as such rights are granted to a utility company by a recorded easement of right of way, a release by Declarant to any Owner of any easements so reserved shall operate as a complete release to such Owner and no other party shall be entitled to exert any claim or right to the use thereof.

Section 18. Lighting. Reasonable efforts shall be made to minimize glare and light trespass into the night sky or to neighboring properties and, to the extent necessary, shall require fully shielded fixtures to accomplish this goal. Exterior lights

that are operated by a motion detecting sensor, such that the light is off when there is no activity in its field, do not require shielding. Compliance with this covenant, if contested, shall be determined by the Architectural Control Committee, whose decision shall be binding.

Section 19. Hunting. No hunting will be permitted on the roads, any Lot, or in the Park Area of the development.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, Architectural Control Committee, or any three (3) Owners, 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, the Architectural Control Committee, or the Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall they be liable to any Owner or other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or other person arising out of or in any way related to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Declarant, the Architectural Control Committee or the Association, whether give, granted, or withheld.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions

which shall remain in full force and effect.

Section 3. 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 this 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 sixty percent (60%) of the Owners by class, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Owners by class. Any amendment must be properly recorded.

Section 4. Costs. Should the Association or any Owner prevail in any action at law or in equity enforcing any of the restrictions, conditions, covenants, reservations, liens and charges imposed hereunder, the Association or Owner shall also be entitled to an award for reasonable attorney's fees incurred by the Association or Owner in consulting with an attorney regarding enforcement and in the enforcement action. The award for attorney's fees shall be assessed against the Lot against which the action is taken and shall be added to and become a part of the annual assessment or charge to which such Lot is subject under Article II hereof; and as a part of such annual assessment or charge, shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided in Article II hereof.

IN WITNESS WHEREOF, the said Rawley Springs, LC, a Virginia Limited Liability Company, being the Declarant herein, has caused this Declaration to be

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executed in the corporate name by its duly authorized officer on this 19 day of April, 2002, and Dean M. Nichols, sole acting Trustee, and Interstate Service Corporation, Noteholder, join herein to evidence consent of this Declaration.

RAWLEY SPRINGS, LC, a Virginia  
Limited Liability Company

By: Barry K. Kelley  
Barry K. Kelley, Manager

Dean M. Nichols  
DEAN M. NICHOLS, Trustee

INTERSTATE SERVICE CORPORATION

By: John A. Spingies  
Its: President

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 19 day of April, 2002, by BARRY K. KELLEY, Manager of Rawley Springs, LC, a Virginia limited liability company, for and on behalf of said corporation.

My commission expires: 3/31/2006

John A. Spingies  
Notary Public

STATE OF VIRGINIA, AT LARGE, B 2 0 7 3 P 3 2 4  
CITY/COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction  
aforesaid this 24 day of April, 2002, by DEAN M. NICHOLS, Trustee.

My commission expires: 3/31/2004.

James P. Dingus  
Notary Public

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

The foregoing instrument was acknowledged before me in the jurisdiction  
aforesaid this 22<sup>nd</sup> day of April, 2002, by Wayne A. Antey,  
President of INTERSTATE SERVICE CORPORATION.

My commission expires: Aug. 31, 2004.

Brenda S. Legg  
Notary Public

02 MAY 1 10:50  
L. WAYNE HARPER  
CLERK  
CLIENT MISKAWLEY SPRINGS DECLARATION

VIRGINIA: In the Clerks 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  
1 day of May, 20 02 at 3:50 P.M. I certify that  
taxes were paid when applicable:  
Sec. 58-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 340 TESTE

L. WAYNE HARPER  
CLERK

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