

CROSSROADS FARM
COVENANTS & RESTRICTIONS

June 6, 2002

2009P197

DECLARATION OF LAND USE RESTRICTIONS
FOR
CROSSROADS FARM SUBDIVISION

June 7, 2002

Rockingham Tax Parcel 126-(A) - 24 (portion)

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DECLARATION OF LAND USE RESTRICTIONS FOR
CROSSROADS FARM SUBDIVISION

THIS DECLARATION OF LAND USE RESTRICTIONS FOR CROSSROADS FARM SUBDIVISION is made and executed this 7th day of June, 2002, by Crossroads Farm, L.L.C., a Virginia limited liability company (together with its successors and assigns as herein provided, "Declarant").

I. INTRODUCTION, PURPOSE AND DECLARATION

1.1 Declarant is the record owner of four platted parcels of real property collectively comprised of 21.303 acres, more or less, situated in the County of Rockingham, Virginia, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Development Property"). Declarant also owns of record a parcel of real property situated in the County of Rockingham, Virginia, that is more particularly described in Exhibit B attached hereto and made a part hereof (the "Expansion Property"). The Development Property and all other real property that later becomes part of Crossroads Farm Subdivision (the "Subdivision") as provided in Article XIV below are hereinafter referred to as the "Property." Declarant reserves the right to add all or any part of the Expansion Property to the Subdivision. at any time and from time to time, pursuant to Article XIV below.

1.2 Declarant desires to develop the Property as a mixed-use community pursuant to the Virginia Property Owners' Association Act, Virginia Code Sections 55-508 et seq. (as the same may be amended from time to time, the "Act").

1.3 The purposes of this Declaration are to set forth limitations and restrictions with respect to the use, density and design of improvements on the Property with the goals of (a) establishing and preserving a harmonious design for the community and (b) protecting and enhancing the value of the Property.

1.4 To further the general purposes herein expressed, Declarant hereby declares that the Property shall, at all times, be owned, held, used, occupied, sold and conveyed subject to the provisions of this Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges herein contained, which shall run with the Property and bind all parties having any right, title or interest in the Property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

II. DEFINITIONS

2.1 "Act" has the meaning given to it in Section 1.2 above.

2.2 "Annual Assessment" means the Assessment levied and assessed each year against each Lot pursuant to Section 7.5 below.

2.3 "Approved Builder" means any Person who is designated in a written instrument signed by Declarant as an "Approved Builder" under this Declaration with respect to a

Lot or group of Lots. An Approved Builder may but need not be a Person who acquires a Lot for the purpose of constructing a dwelling thereon for resale to a third party, and such designation may be stated in the executed contract governing the acquisition of such Lot from Declarant. Any Approved Builder designation is subject to revocation by Declarant.

2.4 "Articles" means the Articles of Incorporation of the Association, as the same may be amended from time to time.

2.5 "Assessment" means an assessment levied pursuant to Article VII below.

2.6 "Assessment Lien" means the lien of the Association on a Lot described in Section 7.9 below.

2.7 "Association" means The Crossroads Farm Property Owners' Association, Inc., a Virginia nonstock corporation, and its successors and assigns.

2.8 "Association Documents" means the Declaration, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.

2.9 "Bylaws" means the Bylaws of the Association, as the same may be amended from time to time.

2.10 "Common Elements" means (a) any real estate, together with any improvements located thereon, within the Subdivision that is owned or leased by the Association or that the Association is otherwise required to operate, manage, maintain or repair, but excluding Lots and any such real estate or improvements that are dedicated to and/or maintained by the County of Rockingham, Virginia, the Virginia Department of Transportation or other governmental body or authority, and (b) any personal property owned or leased by the Association. The Common Elements include the Roads.

2.11 "Common Expenses" means (a) all costs, expenses and liabilities incurred by or on behalf of the Association, including, but not limited to, costs, expenses and liabilities for (i) managing, operating, maintaining, repairing, altering and improving the Common Elements; (ii) administering and enforcing the covenants, conditions, restrictions, reservations and easements created by this Declaration; (iii) levying, collecting and enforcing the Assessments, charges and liens due the Association, (iv) regulating and managing the Subdivision; and (v) operating the Association; and (b) allocations to reserves.

2.12 "CFAC" or "Crossroads Farm Architectural Committee" means the committee established or independent contractor retained by the Association to administer the architectural and design review process contemplated by this Declaration.

2.13 "Declarant" means Crossroads Farm, L.L.C., a Virginia limited liability company, and any Person that (a) acquires from Declarant all or substantially all of its property at the Subdivision and (b) prior to or at the time of such acquisition is designated by a written instrument signed by Declarant as a successor or assignee of Declarant under this Declaration.

Such instrument may specify the extent and portion of the rights or interest as a declarant that are being assigned, in which case Crossroads Farm, L.L.C. shall retain all other rights as a declarant.

2.14 "Declaration" means this instrument and all amendments and/or supplements hereafter recorded in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia.

2.15 "Default Assessment" has the meaning given to it in Section 7.8 below.

2.16 "Design Standards" has the meaning given to it in Section 9.3 below.

2.17 "Development Code" means the applicable subdivision, zoning and other development ordinances of the County of Rockingham, Virginia, as they may from time to time be amended, revised or supplemented.

2.18 "Lot" means:

(a) with respect to areas set forth on the Master Plan or on any Plat for the Property, or in this Declaration, as having a classification of Single Family Residential, any area of real property located within the Subdivision that is designated by number as a lot on any recorded subdivision Plat for the Subdivision, or

(b) with respect to areas set forth on the Master Plan or on any Plat for the Property, or in this Declaration, as having a classification of Multi Family Residential, any area of real property located within the Subdivision that is designated by number as a lot or development tract on any recorded subdivision Plat for the Subdivision, unless such area is further subdivided or condominiumized, in which case, "Lot" means each lot or other legally transferable unit of the area (including, without limitation, a condominium unit or duplex unit) following such subdivision.

2.19 "Master Plan" means the Amended Master Plan for Crossroads Farm Subdivision, dated June 20, 2000 as approved by the Board of Supervisors of County of Rockingham, Virginia, on September 27, 2000, as it may be further amended from time to time.

2.20 "Membership" means a membership in the Association and the rights granted to Owners pursuant to this Declaration to participate in the Association.

2.21 "Mortgage" means any mortgage, deed of trust or other document creating a security interest in any Lot or interest therein as security for payment of a debt or obligation.

2.22 "Mortgagee" means any Person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such Person under such Mortgage.

2.23 "Multi-Family Residential Lots" means any Lot designated for Multi-Family Residential Use, which includes townhouses, condominiums, and duplex, tri-plex or four-plex structures, as provided in Section 2.18(b) above.

2.24 "Open Space" means any portion of the Property designated on any recorded Plat for the Subdivision as Open Space.

2.25 "Owner" means the Person(s) who own of record, according to the real property records of Rockingham County, Virginia, fee simple title to a Lot or an undivided portion thereof. If there is more than one record holder of legal title to a Lot, each shall be an Owner. Each Owner shall also hold a Membership, which Membership is appurtenant to ownership of a Lot or an undivided portion thereof. The term "Owner" shall include Declarant to the extent Declarant is the holder of fee simple title to a Lot.

2.26 "Owner of the Golf Course" means Lakeview Development Corporation, together with its successors or assigns with respect to its interest in the private golf course adjacent to portions of the Subdivision.

2.27 "Person" means any natural person, corporation, partnership, limited liability company, association, trustee or any other entity recognized as being capable of owning real property under the laws of the Commonwealth of Virginia.

2.28 "Plat" or "Plats" means the plat(s) of the Subdivision now or hereafter on file with the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, as such plat(s) may be amended or supplemented from time to time, including without limitation, the plats for Sections One, Two, Three and Four as described on Exhibit A hereto.

2.29 "Property" has the meaning given to it in Section 1.1 above.

2.30 "Roads" means those areas designated on recorded Plats as roads or roadways, other than publicly dedicated and accepted roads.

2.31 "Subdivision" means the Property, as such term is defined in Section 1.1 above.

2.32 "Rules and Regulations" means any instruments adopted by the Association or the CFAC for the regulation and management of the Subdivision, as such instruments may be amended from time to time.

2.33 "Single-Family Residential Lot" means any Lot designated for single-family residential use, as provided in Section 2.18(a) above. Lots which are not expressly designated for multi-family use are single-family residential lots.

III. APPLICABILITY OF THE ACT

This Declaration, the Association and the Subdivision are subject to the provisions of the Act. In the event of any conflict between the provisions of the Act that may not be varied and the provisions of the Association Documents, such provisions of the Act shall control.

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IV. THE ASSOCIATION

4.1 Formation of the Association. On or before the date on which Declarant conveys to any Person other than Declarant fee simple title to the first Lot within the Subdivision, Declarant shall form the Association.

4.2 Purposes and Powers.

(a) The Association's purposes are to: (i) manage, operate, construct, improve and maintain the Common Elements, as necessary or appropriate; (ii) administer and enforce the covenants, conditions, restrictions, reservations and easements created by this Declaration; (iii) levy, collect and enforce the Assessments, liens, charges and penalties imposed pursuant hereto; (iv) create, manage and otherwise provide recreational and social activities for Owners and residents of the Subdivision and their guests; (v) appoint the CFAC for the purpose of promulgating Design Standards and approving all the improvements on any lot in accordance with the Design Standards and this Declaration, (vi) take any action necessary or appropriate to protect the general welfare and safety of Owners and residents of the Subdivision and their guests, and (vii) regulate and manage the Subdivision with the goal of enhancing and protecting its value.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may take any and all actions that it deems necessary or advisable to fulfill its purposes, including without limitation, all of those actions set forth in the Association's Articles.

4.3 Association Documents.

(a) Each Owner shall comply with and benefit from each term, provision, covenant, condition, restriction, reservation and easement contained in the Association Documents. The obligations, burdens and benefits of Membership in the Association touch and concern the Property and are, and shall be, covenants running with each Lot for the benefit of all other Lots and the Common Elements.

(b) In the event that there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules and Regulations, the terms and conditions of this Declaration shall control. In the event that there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or the Rules and Regulations, the terms and conditions of the Articles shall control. In the event of any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of the Rules and Regulations, the terms and conditions of the Bylaws shall control.

4.4 Books and Records. Upon request, the Association shall allow Owners and Mortgagees to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association at the offices of the Association during

normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials as well as for the time of Association staff members associated with such inspection.

4.5 Personal Liability and Indemnification. No officer, director, employee, or committee member of the Association shall be personally liable to the Association or any Owner for any injury, damage, loss, cost or expense suffered or incurred by reason of any act or omission of such officer, director, employee, agent or committee member unless a court of competent jurisdiction finds that the act or omission of such officer, director, employee, agent or committee member was wanton and willful. The Association shall indemnify and hold harmless its present and future officers and directors to the maximum extent permitted by law and the Articles.

V. MEMBERSHIP IN THE ASSOCIATION

5.1 Membership.

(a) There shall be one Membership appurtenant to each Lot. A Membership may not be separated from the ownership of the Lot to which it is appurtenant.

(b) Any Membership appurtenant to a Lot having more than one Owner shall be shared by such Owners, and each such Owner shall be a member of the Association.

5.2 Transfer of Membership. An Owner shall not sell, assign, transfer, convey, pledge or encumber the Owner's Membership in any way, except upon the sale or encumbrance of the Lot to which the Membership is appurtenant, and then only to the purchaser(s) of fee simple title to the Lot or the Mortgagee of the Lot. A transfer of ownership of a Lot may be made by deed, intestate succession, testamentary disposition, foreclosure of a Mortgage of record or such other legal process as is now effective or may hereafter become effective in that regard under the laws of the Commonwealth of Virginia. Any attempt to transfer a Membership in a manner other than those permitted by this Section 5.2 shall be null and void.

5.3 Voting.

(a) The Association shall have two voting classes. Class "A" members shall be all Owners other than Declarant, and shall be entitled to one vote for each Lot owned. The Class "B" member shall be Declarant, and shall be entitled to three votes for each Lot owned.

(b) If a Lot to which a Class "A" Membership is appurtenant is owned by more than one Person, such Owners shall be entitled to cast one collective vote; fractional voting shall not be allowed. Treatment of votes for Memberships having multiple Owners is addressed in more detail in the Bylaws.

(c) Directors of the Association shall be elected by the affirmative vote of a majority of the votes of Owners present in person or by proxy at a meeting at which a quorum is present called for the purpose of electing directors.

(d) All meetings at which the Owners will be presented with matters to vote on shall be called by the Board of Directors of the Association upon such notice as is required by the Articles, Bylaws and the Virginia Nonstock Corporation Act.

5.4 Membership Rights and Obligations. Each Owner shall have the rights, duties and obligations set forth in the Association Documents.

VI. BOARD OF DIRECTORS OF THE ASSOCIATION

6.1 Powers of the Board of Directors.

(a) Except as provided in the Association Documents or by law, the Board of Directors may act on behalf of the Association in all instances.

(b) The Board of Directors shall consist of at least three but not more than seven members (with the number of directors being fixed in the Articles of Incorporation). One director shall be designated as chairperson. The term of each director shall be as set forth in the Articles and Bylaws.

(c) The Board of Directors shall appoint all members of the CFAC and shall have the authority to remove or replace such members, with or without cause, upon a majority vote of the members of the Board of Directors.

6.2 Qualifications of Board Members. A Board Member need not be an Owner, but any Owner may be a Board Member if duly elected or appointed.

VII. ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

7.1 Obligations for Assessments and Other Charges.

(a) Declarant, for each Lot it owns, hereby covenants and agrees, and each Owner, by accepting a deed to a Lot (regardless of whether expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to the Association all (i) Annual Assessments; (ii) Special Assessments, (iii) Default Assessments; and (iv) other charges that the Association is required or permitted to levy or impose on such Owner or such Owner's Lot pursuant to this Declaration or any other Association Document, or the Act.

(b) No Owner shall be exempt from liability under this Section 7.1 by waiving the use or enjoyment of any Common Element or by abandoning the Lot against which such Assessments are made.

(c) Except as provided in Sections 7.10 and 18.4 below, (i) the obligation to pay to the Association any Assessment or other charges levied against any Lot shall be a joint and several obligation of the Owner of such Lot and such Owner's successors, assigns, heirs, devisees and personal representatives, and (ii) a Person acquiring fee simple title to a Lot shall be jointly and severally liable with the former Owner of the Lot for all Assessments and other charges that had accrued and were payable when such Person acquired fee simple title to the Lot, for so long as such Person holds fee simple title to the Lot.

(d) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other charge, including reasonable attorneys' fees and disbursements, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

7.2 Purpose and Use of Assessments and Other Charges. The Assessments and other charges levied or imposed and collected by the Association under the Association Documents shall be used exclusively to pay Common Expenses, including allocations to reserves. The Association may invest any funds allocated to reserves in a prudent manner. Unless expressly required by the Act or an Association Document, the Association need not refund or credit to Owners any excess funds collected by the Association.

7.3 Allocation of Common Expenses. Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated equally among all Lots that have been created pursuant to a recorded Plat prior to the due date of the Assessment related thereto. The formula for calculating the percentage of Common Expenses allocated to each Lot shall be:

$$\frac{1}{\text{Total Number of Lots}}$$

Upon recordation of a new Plat and supplemental declaration adding new Lots to the Subdivision as permitted by Article XIV below, the allocation of Common Expenses shall be adjusted by the Association based on the above formula, with such adjustment to take effect on the due date of the next Annual Assessment or such earlier date as the Board of Directors determines.

7.4 Budgets.

(a) Prior to the first levy of an Annual Assessment, and, thereafter, at least sixty calendar days in advance of the start of each fiscal year, the Board of Directors of the Association shall adopt an annual budget for the Association for the following fiscal year. The budget shall include a reserve fund for Road maintenance and other matters deemed appropriate by the Board of Directors.

(b) If the Board of Directors of the Association deems it necessary or advisable to amend an annual budget that it has adopted under paragraph 7.4(a) above, the Board of Directors may adopt an amendment to the annual budget.

7.5 Annual Assessments.

(a) After the Board of Directors adopts an annual budget pursuant to paragraph 7.4(a) above, the Association shall levy an Annual Assessment on each Lot based on the budget. The amount of the Annual Assessment shall be the same for each Lot. Owners shall pay the Annual Assessments levied against their respective Lots in such periodic installments as may be required by the Board of Directors (or, if the Board of Directors fails to adopt an installment period for Annual Assessments, on a semi-annual basis due on September 1 and March 1 of each year).

(b) If the Board of Directors ratifies an amendment to the annual budget pursuant to paragraph 7.4(b) above, the amount of the Annual Assessment levied against each Lot shall be adjusted accordingly, as shall the amount of each Owner's periodic installments.

(c) If the Board of Directors fails to adopt an annual budget for any fiscal year, the Owners shall continue to pay periodic installments of the Annual Assessment to the Association at the rate payable during the prior fiscal year until such time as the Board of Directors adopts a new annual budget for the then-current fiscal year. Once the Board of Directors adopts a new annual budget, the Association shall levy on each Lot the Annual Assessment for the then-current fiscal year and each Owner's periodic installments shall be adjusted as necessary to pay the new Annual Assessment in equal periodic installments over the remainder of such fiscal year, giving the Owners credit for any installments that the Owners have previously paid to the Association during such fiscal year.

(d) The failure of the Association to levy an Annual Assessment for any fiscal year shall not be deemed a waiver, modification or release of the Owners' liability for Common Expenses.

(e) Notwithstanding anything to the contrary contained herein, no Annual Assessment for Common Expenses shall be levied against Owners by the Association prior to February 28, 2003.

7.6 Garden Maintenance Assessments. The Association may levy a monthly garden maintenance assessment against each Lot that is designated as a duplex or patio home lot, to defray the costs of garden maintenance for such duplex and patio home lots. If the Association levies such garden maintenance assessment, then the Association shall, in addition to its other maintenance responsibilities under this Declaration, perform the following services on the subject duplex and patio home lots: mowing (Owner may elect not to have the rear yard mowed by the Association so long as the Owner properly maintains and mows such rear yard), shrubbery trimming, mulching and other general landscaping maintenance. The Association may also elect, at its option, to include within the scope of its services the removal of snow from driveways (upon reasonable accumulation as determined by the Association in its sole discretion). Maintenance of unusual or excessive landscaping and all areas within a private enclosure or fence shall remain the Owner's responsibility. The Association's maintenance

obligation under this paragraph shall apply only during fiscal year in which the Board of Directors elects to levy the garden maintenance assessment.

7.7 Special Assessments. In addition to the Annual Assessments, the Association may levy special assessments ("Special Assessments") for the following purposes: (a) construction, repair or replacement of capital improvements upon the Common Elements, and (b) additions to the Common Elements, including in each case obtaining necessary facilities and equipment. Before a Special Assessment may be levied, it must be approved by the Association's Membership in accordance with the requirements of the Act.

7.8 Default Assessments.

(a) Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by (i) the negligence or misconduct of an Owner or an Owner's family member, employee, agent or guest, or (ii) a violation of any covenant, condition or restriction of an Association Document by an Owner or an Owner's family member, employee, agent or guest, the Association may, if it deems necessary or advisable, levy an Assessment against such Owner's Lot for the entire amount of such Common Expense. In addition, the Association may, if it deems necessary or advisable, impose a fine, penalty, fee or other charge upon an Owner for the violation of any covenant or condition of any Association Document by an Owner or an Owner's family member, employee, agent or guest. Also, if the Association is permitted under this Declaration to take action to correct a default of an Owner, and the Association incurs costs in taking such corrective action, then such costs and interest thereon at the rate herein provided shall constitute a Default Assessment against the Owner(s) of such Lot. Any such Assessment levied by the Association, and each fine, penalty, fee or other charge imposed hereunder, and costs of corrective action by the Association, are each referred to herein as a "Default Assessment."

(b) Default Assessments need not be shown on an annual budget, or on an amendment to an annual budget, adopted by the Board of Directors of the Association; provided, however, that with respect to any Default Assessment, the Owner of the Lot against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard in accordance with the Act. Owners of Lots against which Default Assessments have been levied shall pay such Default Assessments when required by the Association.

7.9 Assessment Lien.

(a) The Association shall have a lien on each Lot for any Assessment levied against that Lot or the Owner thereof and any interest, reasonable attorneys' fees and disbursements and costs of collection incurred by the Association in connection therewith. The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien secures each installment from the time it becomes due, including the due date set by any valid acceleration of installment obligations by the Association.

(b) An Assessment Lien is prior to all other liens and encumbrances on a Lot except as otherwise provided in the Act. Perfection of the Assessment Lien shall be made by filing to the extent required by the Act.

(c) An Assessment Lien must be filed and enforced in accordance with the timeframes set forth in the Act.

(d) This Section 7.9 does not prohibit: (i) actions or suits to recover sums secured by an Assessment Lien, or (ii) the Association's taking of a deed in lieu of foreclosure.

(e) In any action by the Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. A court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.

(f) An Assessment Lien may be foreclosed in like manner as a mortgage on real estate, subject to the provisions of the Act.

7.10 Estoppel Certificates; Notices to Mortgagees.

(a) The Association shall furnish to an Owner or such Owner's designee or to a Mortgagee or its designee, upon written request, delivered personally or by U.S. mail, first-class postage prepaid, to the Association's Treasurer, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot. The statement shall be furnished within 14 calendar days after the Association's receipt of the request and shall be binding on the Association, the Board of Directors of the Association and every Owner. If no statement is furnished by the Association following a written request meeting the requirements set forth above, then the Association shall have no right to assert an Assessment Lien upon the Lot for unpaid Assessments which were due as of the date of such request.

(b) The Association shall report to any Mortgagee any unpaid Assessments remaining unpaid for more than sixty days after the same shall have become due, if such Mortgagee first shall have delivered to the Association a written request for notice of unpaid Assessments. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment with respect to such Lot, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as a lien of the Mortgage held by such Mortgagee.

VIII. MAINTENANCE OF COMMON ELEMENTS

Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Elements and the improvements and landscaping located thereon in good order and repair and otherwise manage and operate all Common

Elements so that the Subdivision reflects a high level of pride of ownership. Without limiting the generality of the preceding sentence, the Association shall maintain all Roads, including all repair, improvements, snow removal and other work as necessary to maintain the Roads in good and safe condition. With regard to its duties under this paragraph, the Association has the power to:

- (a) construct, modify, add to, replace or renovate any improvements that are located on, or constitute a part of, any Common Element;
- (b) plant and replace trees, shrubs and other vegetation on any Common Element;
- (c) place, maintain and replace signs or other improvements upon any Common Element;
- (d) adopt and enforce Rules and Regulations regulating the use of Common Elements;
- (e) arrange for and require use by Owners of a garbage collection service for the entire Subdivision; and
- (f) take any other actions that the Association deems necessary or advisable to (i) protect and maintain the Common Elements; (ii) preserve the beauty and value of the Subdivision; and (iii) fulfill the stated purposes of the Association.

IX. ARCHITECTURAL REVIEW

9.1 Purpose. Any and all exterior design, landscaping and uses of new development on and/or additions to any property within the Subdivision, as well as any changes or alterations thereto, shall be subject to review by and consent of the CFAC. The goal of such review and consent shall be to create, maintain and improve the Subdivision as a pleasant and desirable environment, establish and preserve a harmonious design for the community, and protect and enhance the value of the Property.

9.2 Appointment of Members. The Association shall establish the Crossroads Farm Architectural Committee consisting of a minimum of three members, or in the alternative shall retain the services of an independent contractor to administer the architectural review process. Each member of the CFAC shall be appointed by the Board of Directors of the Association, and any such member may be removed, with or without cause, at any time, by the Board of Directors of the Association by giving written notice to such member. The Association may contract with outside Persons for architectural review services.

9.3 Authority of CFAC.

(a) The CFAC shall establish and have the authority to amend and modify rules, regulations and design guidelines (the "Design Standards") governing the design and construction of, as well as improvements to, all structures, landscaping, recreational facilities, exterior lighting, signage, fencing, exterior finish and colors and general improvements proposed within the Subdivision. The Design Standards may impose different architectural guidelines, approval processes and other requirements and regulations upon different areas or neighborhoods within the Subdivision, either through the adoption of different Design Standards for each neighborhood or by specification of differing requirements for different neighborhoods within a single set of Design Standards. Any and all such Design Standards, together with any amendments or modifications thereto, must be approved by Declarant for so long as Declarant continues to own any portion of the Property or the Expansion Property.

(b) The following, among other things, shall require prior written approval of the CFAC: grading and other site preparation; landscaping (including, without limitation, tree cutting and clearing); building construction (including, without limitation, exterior finish and color); sign design and erection; exterior changes to property or improvements (including, without limitation, changes of exterior colors by repainting or otherwise); modification, alteration or enlargement of any existing structure; paving and driveways; fencing; mailboxes; exterior lighting; location and maintenance of all structures and improvements; and changes to the permitted use of any property within the Subdivision. In exercising its authority to modify or reject any project proposal, the CFAC may, when warranted, consider whether such proposal would cause an unacceptable disturbance of views for other sites or adjacent structures. The approval of the CFAC shall not be required for alterations or remodeling which are completely within a building or structure, do not change the exterior appearance thereof and are not visible from the outside of the structure.

(c) If Declarant designates an Approved Builder for any portion of the Subdivision as permitted by Section 10.24 below, then the plans for initial construction of a dwelling and appurtenances on a Lot (including but not limited to siting, exterior finish, color and landscaping) by the Approved Builder may be approved by Declarant in lieu of the CFAC, and if plans are so approved by Declarant in writing then initial construction by the Approved Builder in accordance with such approved plans shall not be subject to separate CFAC approval. This paragraph shall not exempt from the CFAC approval process any construction, modification or other matter within the scope of the CFAC's review authority undertaken by the purchaser of an improved Lot from an Approved Builder or any subsequent owner of such Lot.

9.4 Decisions of CFAC. Actions taken by the CFAC shall not be arbitrary or capricious, and shall be presumed to be enforceable in accordance with their terms. Decisions of the CFAC shall be conclusive and binding on all interested parties. Any challenge to a decision of the CFAC must be filed in accordance with the process and timeline set forth in the Design Standards or Rules and Regulations.

9.5 Inspection of Projects. The CFAC or its designated representatives may monitor any approved project within the Subdivision to ensure that the construction or work on

such project complies with any and all approved plans and applicable Rules and Regulations. The CFAC or its designated representatives may enter upon any property within the Subdivision at any reasonable time or times to inspect the progress, work status, or completion of any project. The CFAC may withdraw its approval of any project and require all activity at such project to be stopped if deviations from the approved plan, construction practices, applicable Rules and Regulations or applicable law are not corrected or reconciled within ten days after written notification to the Owner of the subject property specifying such deviations, or within such other period of time as is specified by the CFAC in its notice of noncompliance.

9.6 Notice. Any material to be submitted or notice to be given to the CFAC shall be submitted at the offices of the Association. The current address of such office is P.O. Box 218, Penn Laird, Virginia 22846.

9.7 Fees. The CFAC may establish a reasonable processing and review fee to defer its costs in considering any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted.

9.8 CFAC Not Liable. Neither Declarant, the CFAC, nor any of their respective officers, directors, employees, members or agents shall be responsible or liable for any defects in any plans or specifications which are submitted, revised or approved pursuant to this Article IX, nor for any defects in construction pursuant to such plans and specifications, nor for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the CFAC, unless due to the willful misconduct or conscious bad faith of the party to be held liable. In reviewing any matter, the CFAC shall not be responsible for reviewing, nor shall its approval of any project be deemed approval of, the project from the standpoint of safety, whether structural or otherwise. Approval of plans and specifications pursuant to this Article IX shall not relieve any Owner of said Owner's responsibility to comply with the Development Code and any and all other applicable governmental laws or regulations.

X. LIMITATION AND RESTRICTIONS ON BUILDING IMPROVEMENTS

10.1 Permitted Improvements--Single-Family Residential Lots. Single-Family Residential Lots may not contain any building improvements except:

(a) One detached single-family residence together with one attached or detached garage of a size sufficient to enclose a minimum of two automobiles per garage, but no more than three automobiles per garage, unless the CFAC consents in writing to the design of a larger or smaller garage; and

(b) Such accessory buildings or enclosed or screened service areas for garbage, trash, utilities and other maintenance facilities as may be approved in writing by the CFAC; and

(c) Such fences, walls, driveways and parking areas as may be approved in writing by the CFAC; and

(d) Landscaping improvements approved in writing by the CFAC; and

(e) In-ground swimming pools, hot tubs, tennis courts, solar devices and greenhouses approved in writing by the CFAC.

10.2 Permitted Improvements--Multi-Family Residential Lots. Multi-Family Residential Lots may not contain any building improvements except:

(a) One or more structures made up of apartments, or townhomes, or whole-unit condominiums, or duplexes or tri- or four plexes containing up to the number of units permitted by the Master Plan and the number of parking spaces required by the CFAC and the Development Code; and

(b) Such enclosed or screened service areas for garbage, trash, utilities and other maintenance facilities as may be approved in writing by the CFAC; and

(c) Such fences, walls, driveways and parking areas as may be approved in writing by the CFAC; and

(d) Landscaping improvements approved in writing by the CFAC; and

(e) In-ground swimming pools, hot tubs, tennis courts, solar devices, outbuildings and greenhouses approved in writing by the CFAC.

10.3 Sales Offices. Nothing herein shall prohibit the Declarant or its agents from using any dwelling unit on the Property as a model home and/or sales office.

10.4 Permitted Improvements--Open Space. Property within the Subdivision designated on a recorded Plat or this Declaration as Open Space may be used for picnic areas and shelters, playing fields, playgrounds, landscape improvements, pools, streams, ponds, street lighting, project identification signage, use-control signage, drainage systems, pedestrian easements, access and trail easements, golf cart paths and underground utilities or other similar uses approved by the Board of Directors. All improvements are subject to CFAC approval.

10.5 Prohibited Improvements. No structures or buildings of a temporary character (except a sales facility or construction trailer for Declarant's use in selling or developing Lots or tracts within the Subdivision), nor any mobile home, house trailer, tent, shack, or other such structure shall be placed or used within the Subdivision, either temporarily or permanently, without prior written approval of the CFAC, which approval may be withheld in the CFAC's sole discretion. Notwithstanding the preceding sentence, necessary appurtenances, modest construction trailers and structures of a temporary nature may be used without the CFAC's approval during the period of performance of construction of any improvement for which necessary government permits and CFAC approval have been obtained, provided that (a) the CFAC shall approve the location and appearance of such appurtenances, trailers or structures, (b) no overnight occupancy shall be permitted in any such appurtenance, trailer or structure, and (c) such appurtenances, trailers or structures shall be removed from the

Subdivision on the earlier of (i) the date that is twelve months after the initial use thereof, unless the CFAC grants an extension in writing and (ii) the date of substantial completion of said improvement.

10.6 Location of Dwellings and Setbacks. Location of dwellings will be in accordance with the Design Standards and the Development Code and, if applicable, within the building envelopes or setbacks shown on the Plat. Distances shall be measured from the Lot line to the nearest projection of any part of the improvement, including, but not limited to, porches, patios, decks, parking aprons and roof overhangs. In addition, no dwelling or improvement of any kind to a Lot (including without limitation, decks, patios, swingsets or other recreational equipment) may be located or placed within 25 feet of the Golf Course which adjoins portions of the Subdivision.

10.7 CFAC Approval Required. Any application to Rockingham County, Virginia, for a building permit must be for a structure consistent with that approved by the CFAC or submitted to the CFAC for approval and then in process. It shall be an objective of the CFAC to prevent the making of improvements that will materially impair the aesthetic and monetary values of the Subdivision. In reviewing proposed projects, the CFAC will consider, among other things, the following factors: (a) the suitability of the improvements and the materials of which they are to be constructed; (b) the quality of all materials to be utilized in any proposed improvement; (c) the effect of any proposed improvement on adjacent or neighboring property; (d) the location and character and method of utilization of all utility services; (e) the impact of any proposed improvement upon the natural surroundings; and (f) the timely and orderly completion of all such improvements.

10.8 County Approval Required. No modification or other improvement to a Lot or dwelling unit that requires the approval of the County of Rockingham, Virginia, under the Development Code or other applicable law, rule or ordinance shall be made or built until such approval has been obtained.

10.9 Square Footage Requirements. The CFAC may establish minimum and maximum square footage requirements with respect to residential or other structures to be constructed on the Property. Such requirements shall be specified in the Design Standards.

10.10 Completion of Improvements. The exterior of any dwelling or accessory structure on a Lot shall be completed within one year after commencement of such construction, unless such completion is impossible or would result in great hardship to the Owner due to strikes, fire, national emergency or national calamity. Improvements not so completed, or upon which construction has ceased for ninety (90) consecutive days, or which have been partially or totally destroyed and not rebuilt within twelve (12) months, may be declared by the Board of Directors to be nuisances, and the Association may remove any such nuisance or repair or complete the same at the cost of the Owner.

10.11 Property to be Maintained. Except as otherwise provided herein, each Lot and all other portions of the Subdivision, including all improvements within the Subdivision,

shall be kept and maintained by the Owner(s) thereof in a clean, safe, attractive and sightly condition and in good repair as specified in the Design Standards.

10.12 No Illegal, Noxious or Offensive Activity. No illegal, noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done or placed on any Property that is or may become a nuisance or cause any significant embarrassment, disturbance or annoyance to others.

10.13 No Hazardous Activities. No activities shall be conducted on any portion of the Property and no improvements may be constructed on any portion of the Property which are or might be unsafe or hazardous to any person or Property; provided, however, that construction activities for which all applicable permits and CFAC approval have been obtained and which are conducted in accordance with industry standards shall not violate this Section. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon any portion of the Property, and (b) no open fires shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace, except attended fires authorized in writing by Declarant or the Association and required for clearing or maintenance of land.

10.14 Restriction on Further Subdivision; Combining Lots.

(a) No Lot (other than Lots having a classification of Multi-Family Residential) shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of Declarant, which approval may be withheld in Declarant's sole discretion. Lots having a classification of Multi-Family Residential may be subdivided into duplex, condominium or townhouse units without the prior written approval of Declarant, on the conditions that (i) such subdivision does not cause the Lot to exceed the number of units allocated to that Lot under the Master Plan and the recorded Plat creating that Lot, (ii) the Owner of the Lot obtains the prior written approval of the CFAC, and (iii) such subdivision fully complies with all applicable restrictions and code provisions of the County of Rockingham, Virginia. This provision shall not, in any way, limit Declarant from subdividing any portion of the Property or any other land owned by Declarant, including without limitation the Expansion Property.

(b) With the approval of the Board of Directors, any Owner of two or more adjacent Lots, which Lots share one or more lot lines, may resubdivide said Lots for the purpose of adjusting the size of the resulting lot or lots; provided, however, that the Board of Directors shall have the authority to modify or supplement the covenants, conditions and restrictions applicable to such resulting lots and to condition its approval on the Owner's agreement to be bound thereby. In no event, however, shall the Board of Directors approve any subdivision of Lots pursuant to the preceding sentence if such subdivision would increase the number of Lots within the property to be subdivided. Any Owner desiring to resubdivide Lots pursuant to this Section shall fully comply with all applicable ordinances and regulations of the County of Rockingham, Virginia and shall prepare, execute and record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia: (i) an appropriate amendment to the Plat

conforming to all requirements of the Development Code and containing the consent of the Board of Directors (evidenced by signature of an Association officer) and of the holders of any mortgages or deeds of trust encumbering the affected Lots and (ii) any instruments necessary to subject the resubdivided Lots to any modified or supplemental covenants, conditions and restrictions required by the Board of Directors as a condition of its approval. All expenses associated with the resubdivision (including, without limitation, the costs of preparing the subdivision plat, costs incurred in connection with any modification or supplementation of the covenants, conditions and restrictions applicable to the resubdivided lots, attorneys' fees incurred by the CFAC, and recording and filing fees) shall be the responsibility of and paid by the Owner desiring such resubdivision.

10.15 Sewage Disposal Systems. No cesspools, septic fields or septic tanks shall be permitted on any portion of the Property without the prior written approval of the CFAC.

10.16 Storage of Equipment and Vehicles. All boats, snow plows, campers and extra motor vehicles must be stored in a garage. Motor homes, travel trailers, construction equipment and other outsized machinery and equipment shall not be stored or parked within the Subdivision; provided, however, that the CFAC may waive this restriction, in its sole discretion, in writing. This Section 10.16 shall not prohibit the storage or parking of construction equipment and machinery within the Subdivision during the period of construction activities for which all applicable permits and CFAC approval have been obtained, provided that the CFAC may require the removal of any such equipment or machinery upon written notice to the Owner of the affected Lot. Nothing in this paragraph applies to storage or parking by Declarant or its contractors in connection with its development or improvement of the Subdivision.

10.17 No Unsightliness. No unsightliness shall be permitted on any Property. Without limiting the generality of the foregoing: (a) all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure, except as otherwise provided herein; (b) refuse, garbage and trash shall be kept in a covered container at all times and any such container shall be kept within an enclosed structure; (c) service areas shall be kept within an enclosed structure; (d) pipes for water, gas, sewer, drainage or other purposes, wires, poles, antennas and other facilities for the transmission or reception of audio or visual signals or electricity, utility meters or other utility facilities, gas, oil, water or other tanks shall be kept and maintained within an enclosed structure or below the surface of the ground unless otherwise approved in writing by the CFAC prior to installation, except that satellite reception equipment no larger than 18 inches in diameter shall be permissible upon written approval of the proposed location thereof by the CFAC; and (e) no metals, bulk materials or scrap or refuse or trash or unused items of any kind (other than a reasonable amount of neatly stacked firewood) shall be kept, stored or allowed to accumulate on any Property. All enclosed structures shall comply with the Rules and Regulations as in effect from time to time. The CFAC shall have the power to grant a variance from the provisions of this Section 10.17 from time to time as it deems necessary or desirable.

10.18 Pets. No animals shall be kept or maintained on any Lot except dogs, cats or customary household pets, not to exceed three pets per dwelling unit unless approved by the CFAC. No pet may be kept which abnormally or unreasonably interferes with the rights,

comforts or convenience of other Owners. For-profit breeding of any animals on the Property is specifically prohibited. All pets must be kept on a leash or otherwise reasonably confined when outside an Owner's residence so as not to become a nuisance or threat to others. No horses may be stabled or kept anywhere on the Property.

10.19 Restriction on Signs. No signs or advertising devices of any nature shall be erected or maintained on any Property except signs approved by the CFAC, signs required by law or legal proceedings, or otherwise permitted under the Design Regulations.. The CFAC shall have the authority to approve the size and location of signs within the Subdivision but may not prohibit "For Sale" signs permitted by the Act. Design Regulations adopted by the CFAC in regard to signage may be more restrictive than the Development Code. Nothing in this paragraph restricts or limits Declarant's right to place signs on the Property.

10.20 Restriction on Parking. Each Owner shall provide for sufficient space for automobile parking for such Owner and his or her guests, it being the intent hereof that parking on the Roads be kept to a minimum (with the Association having the authority to prohibit parking on the Roads if the Board of Directors deems it appropriate). All trailers, boats, campers and like vehicles shall be parked only in areas designated for such purpose by the Association or, if no such areas are available, in a location that is not visible from any Road or Common Element and approved by the CFAC.

10.21 Restriction on Recreational Vehicles. No motorcycle, motorbike, skimobile, golf cart or other motorized recreational vehicle shall be operated within or on the Property except (a) as otherwise specifically permitted by the Rules and Regulations which are intended to prohibit golf cart use after dusk but permit limited use during daylight hours by adult drivers holding valid driver licenses and adequate insurance as determined by registration with the Association, or (b) within golf cart paths in accordance with the rules of the Owner of the Golf Course in the normal progression of golf course play. Street-legal motorcycles and motorbikes may be operated on Roads within the Subdivision, subject to the Rules and Regulations, including, without limitation, those Rules and Regulations governing noise, nuisances and other similar issues.

10.22 No Wells. No water wells shall be permitted on the Property or any portion thereof without the prior written approval of the CFAC, except any existing well for which third-party easement rights exist as of the date of this Declaration or hereafter by grant of the Declarant.

10.23 No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

10.24 Approved Builders. Declarant shall have the right to designate one or more Approved Builders for any one or more sections of the Subdivision. If an Approved Builder is designated for all or a particular group of Lots, then only an Approved Builder may perform the initial construction of a dwelling on that Lot unless the Board of Directors approves an exemption from this requirement, in its sole discretion.

10.25 Additional Covenants, Conditions and Restrictions. By specific provision in any deed from Declarant, Declarant may subject any Property to be conveyed by such deed to particular covenants, conditions or restrictions applicable to the particular Property conveyed by such deed.

XI. USE OF LOTS AND PARCELS

11.1 Designation of Lots within the Property as Single-Family Residential Lots and Multi-Family Residential Lots.

(a) All Lots within Section One, as shown on and created by the Final Plat, Crossroads Farm Subdivision, Section One, prepared by Michael W. Mars, L.S., dated September 25, 2001, revised October 18, 2001, revised November 29, 2001 and revised December 11, 2001, which plat is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Plat Cabinet C, Slide 91, shall be Single-Family Residential Lots (intended for patio homes).

(b) All Lots within Section Two, as shown on and created by the Final Plat, Crossroads Farm Subdivision, Section Two, prepared by Michael W. Mars, L.S., dated September 25, 2001, revised October 18, 2001, revised December 4, 2001, and revised December 11, 2001, which plat is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Plat Cabinet C, Slides 89-90, shall be Multi-Family Residential Lots.

(c) All Lots within Section Three, as shown on and created by the Final Plat, Crossroads Farm Subdivision, Section Three, prepared by Michael W. Mars, L.S., dated September 25, 2001, revised October 18, 2001, revised December 4, 2001, and revised December 11, 2001, which plat is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 2017, Pages 386-390, shall be Single-Family Residential Lots.

(d) All Lots within Section Four, as shown on and created by the Final Plat, Crossroads Farm Subdivision, Section Four, prepared by Michael W. Mars, L.S., dated February 11, 2002, revised April 16, 2002, which plat is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Plat Cabinet C, Slides 109-110, shall be Single-Family Residential Lots.

11.2 Residential Purposes Only.

(a) No Lot with a classification of Single-Family Residential may be used other than for residential purposes with customary accessory uses, which customary accessory uses shall include without limitation long- or short-term rentals of property to individuals who use such improvements for residential purposes. Such customary accessory uses shall specifically exclude bed-and-breakfast and other similar operations, which are hereby expressly prohibited as a use of Single-Family Residential Lots.

(b) No Lot with a classification of Multi-Family Residential may be used other than for residential purposes with customary accessory uses, which customary accessory uses shall include, without limitation, long- or short-term rentals of property to individuals who use such improvements for residential purposes. Such customary accessory uses shall specifically exclude bed-and-breakfast and other similar operations, which are hereby expressly prohibited as a use of Multi-Family Residential Lots.

(c) Notwithstanding the foregoing, the use of a portion of a dwelling on a residential Lot for home office purposes shall be permitted as a residential use if such use does not create undue noise or undue customer or client traffic, as determined by the Association in its sole discretion, subject to applicable zoning ordinances of the County of Rockingham, Virginia.

(d) Rental properties may not be leased to or occupied by more than three unrelated adults unless approved by the Board of Directors in its discretion after notice and an opportunity to comment is given to all adjoining property owners.

11.3 Applications for Zoning or Subdivision Changes. For so long as Declarant owns any portion of the Property or Expansion Property, no Owner of any Lot within the Subdivision other than Declarant may apply to Rockingham County, Virginia to change the zoning applicable to such owner's Lot, or to subdivide such Lot, without the prior written approval of Declarant.

11.4 Restriction on Timeshare Ownership. No Owner of any Lot within the Property shall dedicate or submit such Owner's Lot to a timeshare or similar arrangement without the prior written approval of the Association, which may be withheld in its sole discretion.

XII. BUILDING GUIDELINES

12.1 Design Regulations. All building improvements on any Property within the Subdivision must be built strictly in accordance with all applicable laws, this Declaration, the Rules and Regulations and the provisions of the Design Standards as adopted by the CFAC.

12.2 Authority of CFAC. By acquiring any interest in Property within the Subdivision, the Owner of such property consents to and accepts the authority of the CFAC to review and approve the plans and specifications for any improvements on such Property in accordance with the Design Standards as in effect from time to time. In particular, such Owner recognizes that certain of the judgments to be made by the CFAC are subjective in nature, and such Owner agrees not to contest such subjective judgments unless they are made in bad faith or in an arbitrary and capricious manner.

XIII. EASEMENTS; PRIVATE ROADS; PARTY WALLS

13.1 Members' Easements of Enjoyment in Common Elements. Subject to the provisions of the Association Documents and the Association's authority to regulate and manage the Common Elements as herein provided, Declarant reserves to itself, its successors and assigns,

and hereby grants and conveys to every Owner and every guest or tenant of such Owner an easement of enjoyment in and to the Common Elements, including without limitation, a perpetual, nonexclusive easement for ingress and egress over all Roads by Owners and their respective guests and tenants. Such easement shall be appurtenant to and shall pass with the title of every Lot. The Association or Declarant shall have the right, at any time and from time to time, to dedicate or transfer utility and drainage easements on any part of the Common Elements to any public or private utility company, or to dedicate and transfer the Roads to the County of Rockingham, Virginia or other governmental body. For purposes of clarification, no part of the Expansion Property shall be considered a Common Element, and nothing in this Declaration creates any right or easement in favor of the Association or any Owner with respect to the Expansion Property.

13.2 Declarant Reservation. Declarant reserves to itself, its successors and assigns, the right to establish from time to time, by dedication or otherwise, underground utility and other reasonable easements, permits or licenses over, across, through and under any Lot or Common Element, excluding those portions of the Property within building envelopes of Lots designated on recorded Plats, for any purpose or use necessary or convenient for the use and occupancy of the Property or any other property owned by Declarant, which easements, permits or licenses may include, without limitation, water, sewer, gas, electricity, television cable, drainage, and irrigation.

13.3 Association's Easements Over Lots. Declarant hereby grants the Association and the CFAC an easement over, across, through and under each Lot to (a) exercise any right held by the Association or the CFAC under this Declaration or any other Association Document, and (b) perform any obligation imposed upon the Association or the CFAC by this Declaration or any other Association Document. Notwithstanding the foregoing, neither the Association nor the CFAC shall enter upon any Lot without reasonable prior notice to the Owner of the Lot, except in cases of emergency.

13.4 Golf Ball Easement. Every Lot and all other areas of the Subdivision are burdened with a perpetual, non-exclusive easement permitting golf balls to unintentionally enter and land on such Lot or portion of the Subdivision from the golf course adjacent to the Subdivision. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from golf balls or this easement: the Declarant and its principals, successors or assigns; the Association or its members (in their capacity as such); and the Owner of the Golf Course or any employee thereof. This paragraph is not intended to relieve individual golfers of responsibility, if any, for damage caused by errant golf balls.

13.5 Emergency Access Easement. Declarant hereby grants a perpetual non-exclusive easement to all police, sheriff, fire protection, ambulance and other similar agencies and persons to enter upon the Property in the performance of their duties.

13.6 Party Walls.

(a) Each wall which is built as part of the original construction of the improvements upon Multi-Family Residential Lots, and placed on the dividing line between Lots

shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section 13.6, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

(d) Notwithstanding anything in this Section to the contrary, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

13.7 Recorded Easements. The Property shall be subject to all easements as shown on any recorded Plat and to any other easements of record in the chain of title to the Property as of the date of recordation of this Declaration, including without limitation easements for utilities, drainage and golf cart crossings granted pursuant to the deed of conveyance, dated March 30, 2001, of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 1901, page 45.

13.8 Private Roads. The private roads within the Subdivision shall be Common Elements subject to the easements described above. Declarant shall construct the Roads and convey the Roads to the Association, which shall thereafter maintain the Roads in good condition (including without limitation all repair, improvements, snow removal and other work). Maintenance fees and reserves for the Roads shall be included as part of the Annual Assessment.

XIV. RIGHT TO INCLUDE ADDITIONAL REAL PROPERTY AND EXCLUDE REAL PROPERTY

14.1 Right to Include Additional Real Property. For so long as Declarant owns any portion of the Property or the Expansion Property, Declarant may subject additional real property, including, but not limited to, all or any part of the Expansion Property, to this Declaration by recording in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, an instrument signed by Declarant setting forth the following: (a) a statement that the real property to be added is owned by Declarant and is adjacent to the Property or within one mile of any boundary of the Property, (b) a statement that Declarant has determined that such real property should be included as a part of the Subdivision, (c) the legal description of the real property to be added, and (d) a statement that the property to be added shall be subject to and governed by the provisions of this Declaration. Upon the recording of such instrument, (i) the

real property described therein shall thereafter be part of the Property and shall be governed by all of the provisions herein, and (ii) the Declaration shall be deemed amended to add such additional property to the definition and description of the Property herein.

14.2 Right to Exclude Real Property. For so long as Declarant owns any portion of the Property or the Expansion Property, any real property made part of the Subdivision and subject to this Declaration, pursuant to this Declaration or Section 14.1 above, may at any time prior to conveyance of such property to a third party be excluded from the Subdivision and made no longer subject to this Declaration by the recording in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, of a written instrument signed by Declarant containing (a) a legal description of the real property to be excluded, (b) a statement that such real property is owned by Declarant, and (c) a statement that said real property shall no longer be deemed to be a part of the Subdivision or bound by or subject to any part of this Declaration.

14.3 Crossroads Name. The name "Crossroads Farm" may be used by Declarant, its members and their respective affiliates to refer to all or any part of the Expansion Property or other nearby properties, regardless of whether such property is ever made subject to the Declaration. The name "Crossroads Farm" is proprietary to Declarant and may not be used without Declarant's written authorization.

XV. INSURANCE

The Association shall obtain and maintain such insurance as the Board of Directors of the Association shall deem necessary or required by the Act. The Association shall maintain general liability insurance and shall maintain hazard insurance covering the Common Elements, with insurance carriers and in amounts deemed appropriate by the Board of Directors.

XVI. ENFORCEMENT AND REMEDIES

16.1 Enforcement.

(a) Each provision of this Declaration binding upon an Owner or a Lot is enforceable by the Association by a proceeding for a prohibitive or mandatory injunction or by suit or action to recover damages, and in the discretion of the Association, for so long as any Owner fails to comply with any such provision, by exclusion of such Owner and such Owner's family members, tenants and guests from participation in any Association affairs. In addition, if an Owner fails to perform or observe any covenant or condition on such Owner's part to be performed or observed under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner receives a written invoice therefor from the Association.

(ii) After notice and an opportunity to be heard in accordance with the Act, the Association may fine the Owner for each violation.

(iii) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(b) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

(c) In addition to the rights and remedies of the Association, the Declarant or any Owner may enforce the provisions of this Declaration against any Owner, by action for specific performance thereof by the defaulting Owner.

16.2 Attorneys' Fees. In the event of any dispute under or with respect to this Declaration or any other Association Document, or compliance therewith, the prevailing party (as to liability, without regard to any damage award) shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees and disbursements.

16.3 Interest. If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay interest on such unpaid amount to the Association at the rate equal to the prime rate established by the Association's primary depository bank, plus five percentage points, which interest shall accrue from the due date of such unpaid amount until the date paid.

XVII. THE GOLF COURSE

17.1 Golf Course. All Owners of Lots are advised that no representations or warranties have been made or are made by the Declarant, the Owner of the Golf Course adjacent to the Subdivision (the "Golf Course") or any other Person with regard to the continuing existence, ownership or operation of the Golf Course. Ownership or operation of the Golf Course may change at any time, and no consent of the Association or any Owner is required to effect any change in the ownership or operation of the Golf Course.

17.2 Independent Operations. Neither ownership of a Lot nor membership in the Association confers any ownership interest in or right to use the Golf Course. Rights to use the Golf Course are within the exclusive control of the Owner of the Golf Course, and will be given to such persons and on such terms and conditions as the Owner of the Golf Course may determine from time to time. The Owner of the Golf Course may amend or waive its determinations and policies with respect to use of the Golf Course at any time.

17.3 Views. Neither the Declarant, the Association nor the Owner of the Golf Course guarantees or represents that any view over or across the Golf Course from adjacent Lots will be preserved without impairment.

17.4 Special Approval Required to Amend. This Article may not be amended without the written approval of the Declarant and the Owner of the Golf Course.

XVIII. MISCELLANEOUS

18.1 Term; Termination. This Declaration shall be in effect for a period of fifty (50) years from the date of its recordation, and shall thereafter be automatically extended for successive and unlimited periods of ten (10) years each. Notwithstanding the foregoing, this Declaration may be terminated at the expiration of the initial 50-year term or any subsequent 10-year term, by recorded instrument signed by the Secretary and President of the Association attesting that such termination was approved by 75% of votes of Owners present in person or by proxy at a duly-called meeting in accordance with the Act and the Association Documents. Notwithstanding anything to the contrary set forth herein, Declarant may terminate this Declaration at any time prior to the conveyance of any portion of the Property to a third party.

18.2 Amendment.

(a) Prior to the closing of the sale of the first Lot, Declarant may amend this Declaration in its sole discretion. Declarant may at any time amend this Declaration to add property, including, without limitation, the Expansion Property, to the Subdivision pursuant to Article XIV above.

(b) Except as provided in Section 18.2(a) above and Article XVII, this Declaration may be amended only by the vote or written consent of (i) Owners of Property (including Declarant) having at least 75 percent of the total number of votes to which all Owners are entitled, and (ii) Declarant, for so long as Declarant owns any portion of the Property. Any amendment to the Declaration shall be evidenced by the recording of a written instrument or instruments specifying the amendment or the repeal and containing the consents set forth above, if any. No amendment may remove, revoke or modify any right or privilege or Declarant without the prior written consent of Declarant or the Assignee of such right or privilege.

18.3 Covenants Binding. Each provision of this Declaration and a promise, covenant and undertaking to comply with each such provision (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is granted, devised or conveyed; (ii) shall by virtue of acceptance of any right, title or interest in any of the Property by an Owner be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner and shall be binding on such Owner or his or her respective heirs, personal representatives, successors or assigns, to, with and for the benefit of the Declarant and all Owners within the Subdivision; (iii) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to all of such Owner's right, title and interest to any of the Property, which lien shall be deemed a lien in favor of the Declarant, as its interest may appear, and all Owners within the Subdivision; and (iv) shall run with the Land.

18.4 Lender's Interest Not Impaired. No violation or breach of, or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall

affect, defeat, render invalid or impair the lien of any Mortgagee taken in good faith and for value and perfected by recording in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, prior to the time of recording in said office of an instrument describing such Property and listing the name or names of the Owner or Owners of fee simple title to the Property and giving notice of such violation, breach or failure to comply; nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such Mortgage acquired by a bona fide purchaser upon foreclosure of any such Mortgage, or result in any liability, personal or otherwise of any such holder or purchaser. Any such purchaser on foreclosure shall, however, take subject to this Declaration with the exception of violations or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser.

18.5 Interpretation of This Declaration. Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions hereof by the Association shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and the provisions hereof.

18.6 Failure to Act. Neither Declarant nor the CFAC, nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act is in good faith and without malice.

18.7 Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

18.8 Failure to Enforce. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

18.9 Disclaimer of Representations. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER THAT THE PLAN PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF THE SUBDIVISION CAN OR WILL BE CARRIED OUT OR THAT THE EXPANSION PROPERTY OR ANY OTHER LAND NOW OWNED OR HEREAFTER ACQUIRED BY DECLARANT IS OR WILL BE SUBJECTED TO THIS DECLARATION, OR THAT ANY SUCH LAND, WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION, IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR USE, OR THAT IF SUCH LAND IS ONCE USED FOR A PARTICULAR USE, THAT SUCH USE WILL CONTINUE IN EFFECT.

18.10 Captions and Titles. All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed or construed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

02089P229

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

BY: F. Bruce Forward, III
F. Bruce Forward, III, Manager

STATE OF VIRGINIA)
) SS.
City Harrisonburg OF Harrisonburg)

The foregoing Declaration of Land Use Restrictions was acknowledged before me this 7th of June, 2002, by F. Bruce Forward, III, as Manager of Crossroads Farm, L.L.C., a Virginia limited liability company..

Witness my hand and official seal.

Notary Van Lear
Notary Public

My commission expires: May 31, 2005

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EXHIBIT A

(Attached to and forming a part of
Declaration of Land Use Restrictions
for Crossroads Farm Subdivision)

LEGAL DESCRIPTION OF THE PROPERTY

The following four parcels of property situate in Central District, Rockingham County, Virginia, being portions of Rockingham County Tax Map 126-(A)-24:

1. All that real property comprised of 3.389 acres, more or less, being shown and subdivided pursuant to the Final Plat, Crossroads Farm Subdivision, Section One, prepared by Michael W. Mars, L.S., dated September 25, 2001, revised October 18, 2001, revised November 29, 2001 and revised December 11, 2001, which plat is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Plat Cabinet C, Slide 91, including all lots and private roadways and open space shown thereon, LESS AND EXCEPT that portion of said property comprised of 0.067 acres dedicated to public use for the addition to Cross Keys Road, as shown on said plat. For purposes of clarification, the above-described property does not include the real property designated on the plat as "New 20' Sanitary Sewer Easement (Hatched)" which is located outside the boundaries of the platted lots and roadways.

2. All that real property comprised of 4.154 acres, more or less, being shown and subdivided pursuant to the Final Plat, Crossroads Farm Subdivision, Section Two, prepared by Michael W. Mars, L.S., dated September 25, 2001, revised October 18, 2001, revised December 4, 2001, and revised December 11, 2001, which plat is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Plat Cabinet C, Slides 89-90, including all lots and private roadways shown thereon, TOGETHER WITH that real property designated on that plat as "New Private Sanitary Sewer Easement for Laterals (Cross-Hatched)". For purposes of clarification, the above-described property includes that portion of the real property designated on the plat as "New 20' Sanitary Sewer Easement (Hatched)" that is located within the boundaries of Lots 10 and 11 and the "New Private Sanitary Sewer Easement for Laterals (Cross-Hatched)", but does not include those portions of the "New 20' Sanitary Sewer Easement (Hatched)" located outside the boundaries of the platted lots, roadways or private sanitary sewer easement as shown thereon.

3. All that real property comprised of 2.32 acres, more or less, being shown and subdivided pursuant to the Final Plat, Crossroads Farm Subdivision, Section Three, prepared by Michael W. Mars, L.S., dated September 25, 2001, revised October 18, 2001, revised December 4, 2001, and revised December 11, 2001, which plat is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 2017, Pages 386-390, including all lots, open space and private roadways shown thereon. For purposes of clarification, the above-described property does not include the real property designated on the plat as "New 20' Sanitary Sewer Easement" which is located outside the boundaries of the platted lots and roadways.

B 2009 P 230

4. All that real property comprised of 11.440 acres, more or less, being shown and subdivided pursuant to the Final Plat, Crossroads Farm Subdivision, Section Four, prepared by Michael W. Mars, L.S., dated February 11, 2002, revised April 16, 2002, which plat is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Plat Cabinet C, Slides 109-110, including all lots, open space and private roadways shown thereon. For purposes of clarification, the above-described property does not include the real property designated on the plat as "New 20' Sanitary Sewer Easement" which is located outside the boundaries of the platted lots and roadways.

Each of the four platted parcels described above is a portion of the real property acquired by Crossroads Farm, L.L.C. by deed, dated June 5, 2000, of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 1810, page 436

EXHIBIT B

(Attached to and forming a part of
Declaration of Land Use Restrictions
for Crossroads Farm Subdivision)

LEGAL DESCRIPTION OF THE EXPANSION PROPERTY

All those certain tracts or parcels of land comprised of 292.320 acres, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belong or in anywise appertaining, situate approximately six miles southeast of the City of Harrisonburg, on the northwest corner of the intersection of Route 33 and Route 276, which is known as Peale's Crossroads, with several tracts having frontage on Route 689 and Route 586, in Central District, Rockingham County, Virginia, being the real estate more particularly described on Exhibit A to the deed to Crossroads Farm, L.L.C., dated June 5, 2000, of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 1810, page 436, and the plat of survey attached to said deed and prepared by Michael W. Mars, L.S., dated September 17, 1996, and updated June 6, 2000, of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Plat Cabinet C, Slide 11,

LESS AND EXCEPT all of said property that is within the bounds of Great Oaks Subdivision, comprised of 7.030 acres, more or less, according to and as shown on the "Final Plat, Great Oaks Subdivision, Section One," of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 1848, page 206 (Plat Cabinet C, Slides 27 and 28), including without limitation Lots 1 through 16 (inclusive), Great Oaks Subdivision, as shown on said plat, and the roadway shown and dedicated on said plat, and

FURTHER LESS AND EXCEPT those certain four tracts of land aggregating 82.080 acres, more or less, conveyed by Crossroads Farm, L.L.C. to Lakeview Development Corp. by deed dated March 30, 2001, of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 1901, page 45, and shown and designated as Tract 1, Tract 2, Tract 3 and Tract 4 on that certain subdivision plat entitled "Final Plat, Lakeview East Nine Subdivision, Section One", dated January 15, 2001, revised February 20, 2001, and prepared by Michael W. Mars, L.S. of record in the aforesaid Clerk's Office in Plat Cabinet C, Slides 51 and 52, and

FURTHER LESS AND EXCEPT the Development Property as described on Exhibit A to this Declaration, being Crossroads Farm Subdivision, Sections One, Two and Three.

**FIRST SUPPLEMENT AND AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIONS 08 P. 478
FOR
CROSSROADS FARM SUBDIVISION**

This First Supplement and Amendment is made this 15th day of December, 2003, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Five, Crossroads Farm Subdivision ("Section Five") upon a plat of survey entitled "Final Plat, Crossroads Farm Subdivision, Section Five," made by Michael W. Mars, L.S., dated September 25, 2003, revised October 21, 2003, and revised November 14, 2003 (the "Section Five Plat") to be recorded prior hereto; and

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Section Five to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Section Five is currently owned by Declarant and adjoins the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Section Five should be included as a part of the Subdivision, and
- (c) that the legal description of Section Five is set forth on the Plat to be recorded prior hereto and simultaneously herewith.

Given the foregoing, Declarant hereby declares that the real property comprised of 16.268 acres, more or less, being shown and subdivided pursuant to the Section Five Plat, including all lots and private roadways and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Declaration, which shall run with the Section Five property and bind all parties having any right, title or interest in the Section Five property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

2408P47

All definitions not defined herein shall be the same as defined in the original Declaration.

This First Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this First Supplement and Amendment as of the dated first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF, LLC, its Manager

By: F. Bruce Forward, III
F. Bruce Forward, III
Manager

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 15th day of December, 2003, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF, LLC, in turn the Manager of Crossroads Farm, L.L.C.

My Commission expires: January 31, 2005

Charindy S. Hale
Notary Public

03 DEC 16 PM 12:32
ROCKINGHAM COUNTY
CIRCUIT COURT
L. WAYNE HARPER, CLERK

042863

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 16 day of Dec, 20 03 at 12:32 PM. I certify that taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 190 Copies 1.00 TESTE

L. WAYNE HARPER
CLERK
Deed Book No 2408 Page 470

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**SECOND SUPPLEMENT AND AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIONS
FOR
CROSSROADS FARM SUBDIVISION**

This Second Supplement and Amendment is made this 4th day of January, 2005, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Six and Section Seven, Crossroads Farm Subdivision ("Sections Six and Seven") upon a plat of survey entitled "Final Plat, Crossroads Farm Subdivision, Section Six," made by Michael W. Mars, L.S., dated October 5, 2004, which is of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 2596, Pages 292-300, and upon a plat of survey entitled "Final Plat, Crossroads Farm Subdivision, Section Seven," made by Michael W. Mars, L.S., dated October 5, 2004, which is of record in the aforesaid Office of the Clerk, in Deed Book 2596, Pages 301-308, respectively .

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Sections Six and Seven to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Sections Six and Seven are currently owned by Declarant and adjoins the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Sections Six and Seven should be included as a part of the Subdivision, and
- (c) that the legal descriptions of Sections Six and Seven are set forth on the recorded Plat.

Given the foregoing, Declarant hereby declares that the real property comprised of 5.287 acres, more or less, being shown and subdivided pursuant to the Section Six Plat and the real property comprised of 5.678 acres, more or less, being shown and subdivided pursuant to the Section Seven Plat, including all lots and private roadways and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Declaration, which shall run with the Section Six and Section Seven property and bind all parties having

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any right, title or interest in the Section Six or Section Seven property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

All definitions not defined herein shall be the same as defined in the original Declaration.

This Second Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Second Supplement and Amendment as of the dated first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF, LLC, its Manager

By: F. B. Forward, III
F. Bruce Forward, III
Manager

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 26th day of January, 2005, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF, LLC, in turn the Manager of Crossroads Farm, L.L.C.

05 MAR - 8 ... 10:29
ksp/43521

My Commission expires: 1-31-05

L. WAYNE HARPER, CLERK

Charmidy S. Hale
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County
The foregoing instrument was this day presented in the office aforesaid, and is
together with the certificate of acknowledgment annexed, admitted to record this
8 day of MARCH, 2005 at 10:29 A.M. I certify that
taxes were paid when applicable:
Sec. 58-54 - State _____ County _____ City _____ Transfer _____
Sec. 58-54.1 - State _____ County _____ City _____
Recording 21⁰⁰ Copies 1⁰⁰ TESTE
L. WAYNE HARPER
CLERK
Deed Book No 21033 Page 770

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THIRD SUPPLEMENT AND AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIONS
FOR
CROSSROADS FARM SUBDIVISION

This Third Supplement and Amendment is made this 1st day of July, 2005, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197, amended by First Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2408, page 470, and further amended by Second Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2633, page 770 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Eight, Crossroads Farm Subdivision ("Section Eight") upon a plat of survey entitled "Final Plat, Crossroads Subdivision, Section Eight," made by Michael W. Mars, L.S., dated February 1, 2005 and revised March 1, 2005, which is of record in the aforesaid Clerk's Office in Deed Book 2675, Page 669 (the "Section Eight Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Section Eight to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Section Eight is currently owned by Declarant and adjoins the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Section Eight should be included as a part of the Subdivision, and
- (c) that the legal description of Section Eight is set forth on the recorded Section Eight Plat.

Given the foregoing, Declarant hereby declares that the real property comprised of 16.906 acres, more or less, being shown and subdivided pursuant to the Section Eight Plat, including all lots and private roadways and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Declaration, which shall run with the Section Eight property and bind all parties having any right, title or interest in the Section Eight

B 2708 P 337

property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

All definitions not defined herein shall be the same as defined in the original Declaration.

This Third Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Third Supplement and Amendment as of the dated first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF, LLC, its Manager

By: F. Bruce Forward, III
F. Bruce Forward, III
Manager

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 20th day of July, 2005, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF, LLC, in turn the Manager of Crossroads Farm, L.L.C.

My commission expires: 9/30/06

(SEAL)

[Signature]
Notary Public

05 JUL 27 11:27
LAW/mm/54023
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 27 day of July, 2005 at 4:20 PM. I certify that taxes were paid when applicable.
Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 21.00 Copies 1.00 TESTE
L. WAYNE HARPER
CLERK 22.00
Deed Book No 2708 Page 336

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**FOURTH SUPPLEMENT AND AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIONS
FOR
CROSSROADS FARM SUBDIVISION**

This Fourth Supplement and Amendment is made this 4th day of August, 2006, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197, amended and supplemented by the First Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2408, page 470, the Second Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2633, page 770, and the Third Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in the aforesaid Clerk's Office in Deed Book 2708, page 336 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Ten, Crossroads Farm Subdivision ("Section Ten") upon a plat of survey entitled "Final Plat, Crossroads Subdivision, Section 10," made by Michael W. Mars, L.S., dated March 17, 2006 and revised May 8, 2006, which is of record in the aforesaid Clerk's Office in Deed Book 2914, Page 437 (the "Section Ten Plat").

WHEREAS, Declarant has platted Section Twelve, Crossroads Farm Subdivision ("Section Twelve") upon a plat of survey entitled "Final Plat, Crossroads Farm Subdivision, Section 12," made by Michael W. Mars, L.S., dated April 25, 2006, which plat is of record in the aforesaid Clerk's Office in Deed Book 2914, Page 429 (the "Section Twelve Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Section Ten and Section Twelve to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Section Ten and Section Twelve are currently owned by Declarant and adjoin the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Section Ten and Section Twelve should be included as a part of the Subdivision, and
- (c) that the legal descriptions of Section Ten and Section Twelve are set forth on the recorded Section Ten Plat and Section Twelve Plat, respectively, and are incorporated herein by this reference.

Given the foregoing, Declarant hereby declares that the real property comprised of 13.998 acres, more or less, being shown and subdivided pursuant to the Section Ten Plat and the real property comprised of 2.156 acres, more or less, being shown and subdivided pursuant to the Section Twelve Plat, including all lots and private roadways and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Declaration, which shall run with the Section Ten property and the Section Twelve property and bind all parties having any right, title or interest in the Section Ten property or Section Twelve property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

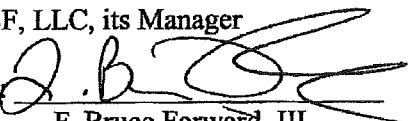
All definitions not defined herein shall be the same as defined in the original Declaration.

This Fourth Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Fourth Supplement and Amendment as of the dated first set forth above.


CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF, LLC, its Manager

By: 
F. Bruce Forward, III
Manager

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 15th day of August, 2006, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF, LLC, in turn the Manager of Crossroads Farm, L.L.C.

My commission expires: 9/30/06
(SEAL) 
Notary Public

Jul 13, 2007

**FIFTH SUPPLEMENT AND AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIONS
FOR
CROSSROADS FARM SUBDIVISION**

This Fifth Supplement and Amendment is made this 11th day of July, 2007, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197, amended and supplemented by the First Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2408, page 470, the Second Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2633, page 770, the Third Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in the aforesaid Clerk's Office in Deed Book 2708, page 336, and the Fourth Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in the aforesaid Clerk's Office in Deed Book 2925, page 647 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Nine and Section Fourteen, Crossroads Farm Subdivision ("Sections Nine and Fourteen") upon a plat of survey entitled "Final Plat, Crossroads Subdivision, Section 9," made by Michael W. Mars, L.S., dated November 1, 2006 and revised January 10, 2007, which plat is of record in the aforesaid Clerk's Office in Deed Book 3064, Page 345 (the "Section Nine Plat") and upon a plat of survey entitled "Final Plat, Section 14, Crossroads Farm Subdivision" made by Michael W. Mars, L.S., dated December 15, 2006, revised January 17, 2007, January 24, 2007, March 27, 2007, and May 4, 2007, which plat is of record in the aforesaid Clerk's Office in Deed Book 3124, Page 32 (the "Section Fourteen Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Section Nine and Section Fourteen to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Sections Nine and Fourteen are currently owned by Declarant and adjoin the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Sections Nine and Fourteen should be included as a part of the Subdivision, and

- (c) that the legal description of Sections Nine and Fourteen are set forth on the recorded Section Nine Plat and Section Fourteen Plat, respectively and are incorporated herein by this reference.

Given the foregoing, Declarant hereby declares that the real property comprised of 3.992 acres, more or less, being shown and subdivided pursuant to the Section Nine Plat and the real property comprised of 13.786 acres, more or less, being shown and subdivided pursuant to the Section Fourteen Plat, including all lots and private roadways and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Declaration, which shall run with the Sections Nine and Fourteen property and bind all parties having any right, title or interest in the Sections Nine and Fourteen property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

All definitions not defined herein shall be the same as defined in the original Declaration.

This Fifth Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Fifth Supplement and Amendment as of the dated first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF, LLC, its Manager

By: F. Bruce Forward, III
F. Bruce Forward, III
Manager

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 10th day of July, 2007, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF, LLC, in turn the Manager of Crossroads Farm, L.L.C.

My commission expires: 9/30/2007



Lisa Anne Hawking
Notary Public Registration No. _____

00129128 DC

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**SIXTH SUPPLEMENT AND AMENDMENT TO
 DECLARATION OF LAND USE RESTRICTIONS
 FOR
 CROSSROADS FARM SUBDIVISION**

This Sixth Supplement and Amendment is made this 20th day of February, 2008, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197, amended and supplemented by the First Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2408, page 470, the Second Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2633, page 770, the Third Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in the aforesaid Clerk's Office in Deed Book 2708, page 336, the Fourth Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in the aforesaid Clerk's Office in Deed Book 2925, page 647, and Fifth Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in the aforesaid Clerk's Office in Deed Book 3143, page 531 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Thirteen, Crossroads Farm Subdivision ("Section Thirteen") upon a plat of survey entitled "Final Plat Section 13, Crossroads Farm Subdivision," made by Michael W. Mars, L.S., dated December 21, 2007 and revised January 3, 2008, which plat is of record in the aforesaid Clerk's Office in Deed Book 3269, Page 529 (the "Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Section Thirteen to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Section Thirteen is currently owned by Declarant and adjoins the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Section Thirteen should be included as a part of the Subdivision, and
- (c) that the legal description of Section Thirteen is set forth on the recorded Plat, and is incorporated herein by this reference.

Given the foregoing, Declarant hereby declares that the real property comprised of 12.483 acres, more or less, being shown and subdivided pursuant to the Plat, including all lots and private roadways and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Declaration, which shall run with the Section Thirteen property and bind all parties having any right, title or interest in the Section Thirteen property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

For purposes of calculating the Assessments levied pursuant to Section VII of the Declaration, Lots 131 and 132 of Section 13 shall each be considered two lots (each being two lots under the final plan but consolidated into one Lot on the final plat at the request of the lot purchasers). Accordingly, the formula for calculating the percentage of Common Expenses shall be:

$$\frac{1}{\text{Total Number of Lots} + 2}$$

Each of Lot 131 and Lot 132 shall pay Assessments as if such Lot were two platted Lots. If either of Lot 131 or Lot 132 is later divided into two lots (which requires the prior written and discretionary approval of Declarant under the terms of the Declaration), then each Lot created by such approved division will be considered one Lot for Assessment purposes and the denominator adjustment which adds 2 lots to the total number of Lots (to address the combined status of each of Lot 131 and Lot 132) shall be reduced accordingly.

All definitions not defined herein shall be the same as defined in the original Declaration.

This Sixth Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

Signature follows on next page

IN WITNESS WHEREOF, Declarant has executed this Sixth Supplement and Amendment as of the dated first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

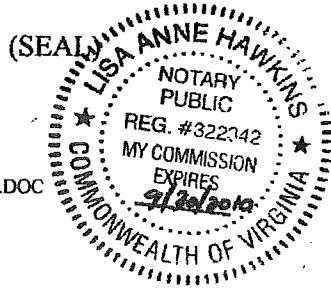
By: FBF, LLC, its Manager

By: *F. Bruce Forward, III*
F. Bruce Forward, III
Manager

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 3rd day of March, 2008, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF, LLC, in turn the Manager of Crossroads Farm, L.L.C.

My commission expires: 9/30/2010



Lisa Anne Hawkins
Notary Public Registration No. 322342

00160513.DOC

**SEVENTH SUPPLEMENT AND AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIONS
FOR
CROSSROADS FARM SUBDIVISION**

This Seventh Supplement and Amendment is made this 17th day of July, 2008, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197, amended and supplemented by the First Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in Deed Book 2408, page 470, the Second Supplement of record in Deed Book 2633, page 770, the Third Supplement of record in Deed Book 2708, page 336, the Fourth Supplement of record in Deed Book 2925, page 647, the Fifth Supplement of record in Deed Book 3143, page 531, and the Sixth Supplement of record in Deed Book 3281, page 690 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Sixteen, Crossroads Farm Subdivision ("Section Sixteen") upon a plat of survey entitled "Final Plat Section 16, Crossroads Farm Subdivision," made by Michael W. Mars, L.S., dated May 1, 2008, which plat is of record in the aforesaid Clerk's Office in Deed Book 3357, Page 131 (the "Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Section Sixteen to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Section Sixteen is currently owned by Declarant and adjoins the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Section Sixteen should be included as a part of the Subdivision, and
- (c) that the legal description of Section Sixteen is set forth on the recorded Plat, and is incorporated herein by this reference.

Given the foregoing, Declarant hereby declares that the real property comprised of 5.105 acres, more or less, being shown and subdivided pursuant to the Plat, including all lots and private roadways and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Declaration, which shall run with the Section Sixteen property and

bind all parties having any right, title or interest in the Section Sixteen property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives, except that Lots in Section Sixteen, which are owned by Declarant and which are unimproved by a residence shall be exempt from the obligation for payment of Annual Assessments and Special Assessments. Accordingly, such lots shall not count as a "Lot" solely for the purposes of Allocation of Common Expenses under Section 7.3 of the Declaration until such time as the Lot is no longer owned by Declarant or the Lot is improved with a residence, whichever is earlier.

All definitions not defined herein shall be the same as defined in the original Declaration.

This Seventh Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Seventh Supplement and Amendment as of the dated first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF, LLC, its Manager

By: F. Bruce Forward, III
F. Bruce Forward, III
Manager

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

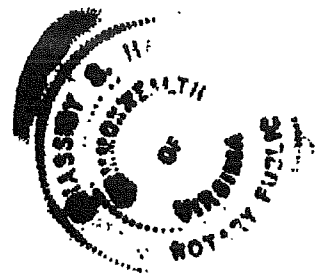
The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 22nd day of July, 2008, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF, LLC, in turn the Manager of Crossroads Farm, L.L.C.

My commission expires: January 31, 2009

(SEAL)

Chandy S. Hale
Notary Public Registration No. 294622

LAH/mmm-00177627.DOC



**EIGHTH SUPPLEMENT AND AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIONS
FOR
CROSSROADS FARM SUBDIVISION**

This Eighth Supplement and Amendment is made this 22nd day of September, 2009, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197, amended and supplemented by the First Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in Deed Book 2408, page 470, the Second Supplement of record in Deed Book 2633, page 770, the Third Supplement of record in Deed Book 2708, page 336, the Fourth Supplement of record in Deed Book 2925, page 647, the Fifth Supplement of record in Deed Book 3143, page 531, the Sixth Supplement of record in Deed Book 3281, page 690, and the Seventh Supplement of record in Deed Book 3359, page 463 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Seventeen, Crossroads Farm Subdivision ("Section Seventeen") upon a plat of survey entitled "Final Plat Section 17, Crossroads Farm Subdivision," made by Michael W. Mars, L.S., dated March 31, 2009, which plat is of record in the aforesaid Clerk's Office in Deed Book 3587, Page 406 (the "Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Section Seventeen to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Section Seventeen is currently owned by Declarant and adjoins the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Section Seventeen should be included as a part of the Subdivision, and
- (c) that the legal description of Section Seventeen is set forth on the recorded Plat, and is incorporated herein by this reference.

Given the foregoing, Declarant hereby declares that the real property comprised of 4.591 acres, more or less, being shown and subdivided pursuant to the Plat, including all lots and private roadways and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and

charges contained in the Declaration, which shall run with the Section Seventeen property and bind all parties having any right, title or interest in the Section Seventeen property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives, except that Lots in Section Seventeen, which are owned by Declarant and which are unimproved by a residence shall be exempt from the obligation for payment of Annual Assessments and Special Assessments. Accordingly, such lots shall not count as a "Lot" solely for the purposes of Allocation of Common Expenses under Section 7.3 of the Declaration until such time as the Lot is no longer owned by Declarant or the Lot is improved with a residence, whichever is earlier.

All definitions not defined herein shall be the same as defined in the original Declaration.

This Eighth Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Eighth Supplement and Amendment as of the dated first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF Management, LLC, its Manager

By: F. Bruce Forward, III
F. Bruce Forward, III
Manager

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

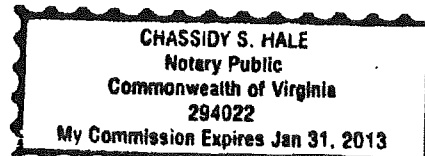
The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 15th day of October, 2009, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF Management, LLC, in turn the Manager of Crossroads Farm, L.L.C.

My commission expires: January 31, 2013.

(SEAL)

Chassidy S. Hale
Notary Public Registration No. 294022

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Feb 01, 2012

**NINTH SUPPLEMENT AND AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIONS
FOR
CROSSROADS FARM SUBDIVISION**

This Ninth Supplement and Amendment is made this 23rd day of January, 2012, by Crossroads Farm, L.L.C., a Virginia limited liability company ("Declarant") and constitutes a supplement and amendment to the Declaration of Land Use Restrictions for Crossroads Farm Subdivision, dated June 7, 2002 by Crossroads Farm, L.L.C., of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2089, Page 197, amended and supplemented by the First Supplement and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of record in Deed Book 2408, page 470, the Second Supplement of record in Deed Book 2633, page 770, the Third Supplement of record in Deed Book 2708, page 336, the Fourth Supplement of record in Deed Book 2925, page 647, the Fifth Supplement of record in Deed Book 3143, page 531, the Sixth Supplement of record in Deed Book 3281, page 690, the Seventh Supplement of record in Deed Book 3359, page 463, and the Eighth Supplement of record in Deed Book 3607, page 472 (the "Declaration").

WHEREAS, under Section 14.1 of the Declaration the Declarant has the right to add additional real estate to the terms and conditions of the Declaration;

WHEREAS, Declarant has platted Section Fifteen, Crossroads Farm Subdivision ("Section Fifteen") upon a plat of survey entitled "Final Plat Section 15, Crossroads Farm Subdivision," made by Michael W. Mars, L.S., dated March 31, 2009 and revised on March 17, 2010, which plat is of record in the aforesaid Clerk's Office in Deed Book 3776, Page 83 (the "Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Section Fifteen to the Subdivision and subject the same to the terms and conditions of the Declaration.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Section Fifteen is currently owned by Declarant and adjoins the Property that is currently subject to the Declaration,
- (b) that Declarant has determined that Section Fifteen should be included as a part of the Subdivision, and
- (c) that the legal description of Section Fifteen is set forth on the recorded Plat, and is incorporated herein by this reference.

Given the foregoing, Declarant hereby declares that the real property comprised of 4.358 acres, more or less, being shown and subdivided pursuant to the Plat, including all lots and private roadways shown thereon (not including the open space which are not being

conveyed at this time), shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Declaration and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Declaration, which shall run with the Section Fifteen property and bind all parties having any right, title or interest in the Section Fifteen property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives, except that Lots in Section Fifteen, which are owned by Declarant shall be exempt from the obligation for payment of Annual Assessments and Special Assessments. Accordingly, such lots shall not count as a "Lot" solely for the purposes of Allocation of Common Expenses under Section 7.3 of the Declaration until such time as the Lot is no longer owned by Declarant.

All definitions not defined herein shall be the same as defined in the original Declaration.

This Ninth Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Eighth Supplement and Amendment as of the dated first set forth above.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF Management, LLC, its Manager

By: F. Bruce Forward, III
F. Bruce Forward, III
Manager

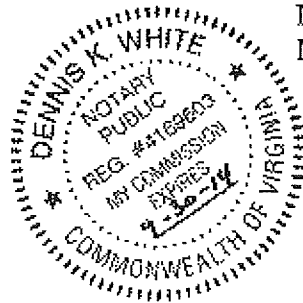
STATE OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 1st day of ~~January~~ ^{February}, 2012, on behalf of Crossroads Farm, L.L.C., by F. Bruce Forward, III, Manager of FBF Management, LLC, in turn the Manager of Crossroads Farm, L.L.C.

My commission expires: 9-30-2014

(SEAL)

[Signature]
Notary Public
Notary Public Registration No. 4169603



00310002-2

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Feb 01, 2012

THIS DOCUMENT WAS PREPARED BY
LENHART OBENSHAIN PC
90 NORTH MAIN STREET, SUITE 201
HARRISONBURG, VIRGINIA 22802

TITLE INSURANCE UNDERWRITER INSURING THIS
INSTRUMENT: NONE

NO ROCKINGHAM COUNTY TAX PARCEL APPLIES

THIS INSTRUMENT IS EXEMPT FROM RECORDATION TAXES PURSUANT TO VA. CODE § 58.1-811.D (1950, AS
AMENDED)

THIS DEED OF GIFT is made this 23rd day of January, 2012, by and between
CROSSROADS FARM, L.L.C., a Virginia limited liability company, Grantor, and THE
CROSSROADS FARM PROPERTY OWNERS' ASSOCIATION, a Virginia non-stock
corporation, Grantee.

WITNESSETH:

Pursuant to the terms of the Declaration of Land Use Restrictions for Crossroads Farm
Subdivision, dated June 7, 2002, of record in the Office of the Clerk of the Circuit Court of
Rockingham County, Virginia, in Deed Book 2089, Page 197, and amended by First Supplement
and Amendment to Declaration of Land Use Restrictions for Crossroads Farm Subdivision of
record in Deed Book 2408, Page 470, Second Supplement of record in Deed Book 2633, Page
770, Third Supplement of record in Deed Book 2708, Page 336, Fourth Supplement of record in
Deed Book 2925, Page 647, Fifth Supplement of record in Deed Book 3143, Page 531, Sixth
Supplement of record in Deed Book 3281, Page 690, Seventh Supplement of record in Deed
Book 3359, Page 463, and Eighth Supplement of record in Deed Book 3607, Page 472, and
Ninth Supplement which is to be recorded prior hereto, all in the aforesaid Clerk's Office (the
"Declaration of Land Use Restrictions"), Grantor does hereby grant and convey with Special
Warranty of Title, subject to easements, restrictions and reservations of record, unto The
Crossroads Farm Property Owners' Association, a Virginia non-stock corporation, all of
Grantor's right, title and interest in and to the Private Roads located in Section Fifteen of
Crossroads Farm Subdivision, Central District, Rockingham County, Virginia, together with the

improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, being more particularly described as follows:

The Private Roads designated as Beauford Road and Cadogan Court as shown on the Final Plat, Section 15, Crossroads Farm Subdivision, prepared by Michael W. Mars, L.S., dated March 31, 2009 and revised on March 17, 2010, which plat is recorded in the aforesaid Clerk's Office in Deed Book 3776, Page 83 (the "Plat"), containing a total of 1.276 acres, more or less.

TOGETHER WITH non-exclusive easements over, across, and under those shaded areas shown on the Plat as "New Drainage & Utility Easement (Shaded)," and the area shown as "New Drainage Easement," for the purposes of installation, maintenance, repair, and use of drainage improvements for the benefit of the lots within Crossroads Farm Subdivision. Grantee shall be responsible for maintenance and repair of all shared drainage facilities as Common Elements in accordance with the Declaration of Land Use Restrictions.

The conveyance effected by this deed is subject to the terms and provisions of the Declaration of Land Use Restrictions, and all easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed, which have not expired by limitation of time contained therein or otherwise become ineffective. Grantor expressly reserves to itself, its successors and assigns an easement for the installation, maintenance, repair, restoration and use of utilities and utility appurtenances and drainage facilities within, under and through the land conveyed by this deed, and the right to use and grant licenses and other rights of use to the land herein conveyed.

The property conveyed by this deed is a portion of the real estate acquired by Crossroads Farm, L.L.C., a Virginia limited liability company, from Crossroads Farm, L.L.C., a Virginia limited liability company by deed dated June 5, 2000, of record in the Office of the Clerk of the Circuit Court of Rockingham, Virginia, in Deed Book 1810, Page 436.

IN WITNESS WHEREOF, Crossroads Farm, L.L.C., a Virginia limited liability company, has caused this deed to be executed by in its name and on its behalf by the undersigned on due authority.

CROSSROADS FARM, L.L.C.,
a Virginia limited liability company

By: FBF Management, LLC, a Virginia
limited liability company, as Manager

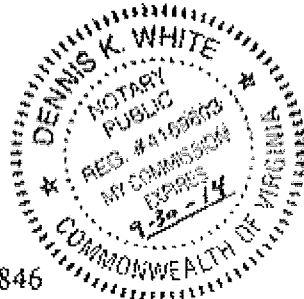
By: F. B. Forward, III (SEAL)
F. Bruce Forward, III
Manager

STATE OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 1st day of ~~January~~ February, 2012, on behalf of Crossroads Farm, L.L.C., by FBF Management, LLC, its Manager, by F. Bruce Forward, III, its Manager.

My Commission expires: 9-30-2014

(SEAL)



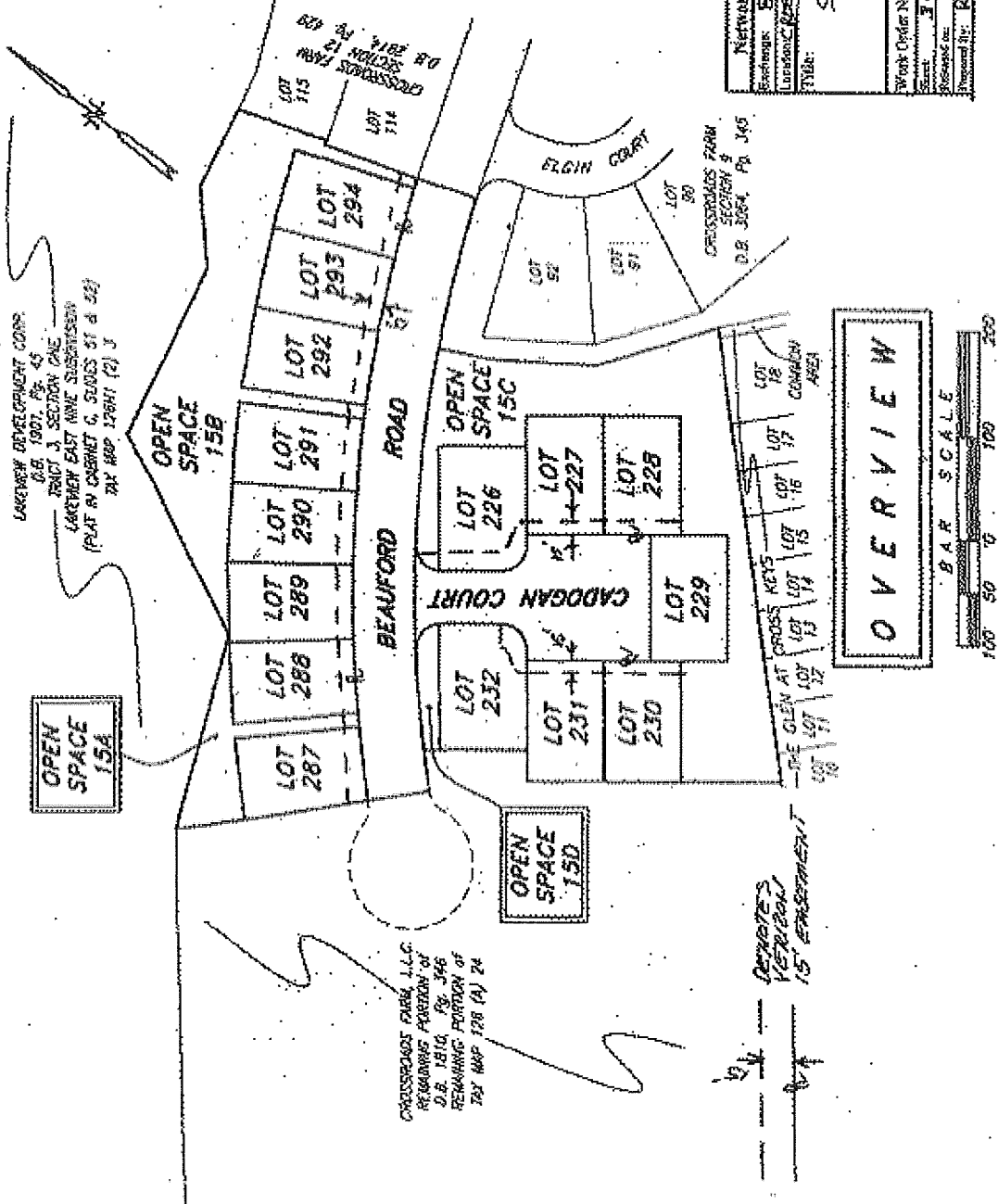
[Signature]
Notary Public
Notary Public Registration No. 4169603

Grantee's Address:
Post Office Box 218
Penn Laird, Virginia 22846

Prepared based on the direction of the Grantor without the benefit of a title examination.

EXHIBIT A

Network Services	Verizon
Exchange: 811-3	Service Number: 1
Location: CROSSROADS FARMS	Zip: 32009
TITLE: SECTION 15	Work Order Number: 339A0UP
	Age Number: 10471
	State: FLORIDA



LAKEMORE DEVELOPMENT CORP.
 D.B. 1907, Pg. 45
 TRACT 3, SECTION ONE
 LAKEMORE EAST NINE SUBDIVISION
 (PLAT BY ORBITAL G. STUBBS 31 & 32)
 TAX MAP 12681 (2) J

CROSSROADS FARM, L.L.C.
 REFERENCE PARCEL of
 D.B. 1816, Pg. 346
 REMAINING PORTION of
 TAX MAP 128 (A) 24

OWNER'S
 PROPERTY
 15' EASEMENT

OVERVIEW

BAR SCALE
 100 50 0 100 200

Affects
Rockingham Tax
Parcel

THIS DEED OF EASEMENT, exempt from recordation tax pursuant to Virginia Code Section 58.1-811.A.3, made this 15th day of October, 2014, by and between the CROSSROADS FARM PROPERTY OWNERS' ASSOCIATION, a Virginia non-stock corporation, (the Grantors, whether singular or plural), and the COUNTY OF ROCKINGHAM, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the Grantee).

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the Grantee to the Grantors, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the sealing and delivery of this deed, the Grantors hereby grant and convey with General Warranty and English Covenants of Title, subject to easements, restrictions and reservations of record, unto Rockingham County, Virginia, Grantee, its successors and assigns, that easement or those easements pursuant to the terms and conditions set forth below, which easements shall be exclusive, perpetual and shall run with the land, and which easements affect a portion or portions of the property or properties of the Grantors located in Central District, Rockingham County, Virginia. A more specific description of the location of, and additional terms of the easements, are set forth in a survey or engineer's drawing labeled PLAT SHOWING a NEW 20' UTILITY EASEMENT thru the LANDS of THE CROSSROADS FARM PROPERTY OWNERS' ASSOCIATION, dated September 9, 2014, made by Michael W. Mars, L.S. a copy of which plat is attached to and made a part of this Deed (the Plat). The permanent easement affecting the land of the Grantors twenty (20) feet in width, as shown on the Plat, and comprises a total of one thousand five hundred thirty-eight (1,538) square feet.

The easements hereby granted affect that real estate acquired by the Grantors by a deed dated November 26, 2008, from Cross Roads Farm, LLC, which deed is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 3428, at Page 23 (the Property).

The easements hereby granted are:

*This document was prepared by Thomas H. Miller, Jr., County Attorney,
Rockingham County, 20 East Gay Street, Harrisonburg, Virginia 22802*

Easement or easements for the purpose of installing, constructing, increasing or decreasing the size, operating, maintaining, adding to, or altering present or future utilities, including, but not limited to, water, sanitary sewer, storm sewer, electric, landfill gas, natural gas, television cable, telephone cable or others as deemed necessary by the County through and across the Property, such easements being more particularly bounded and described on the Plat.

The above-described utility easements are subject to the following conditions:

1. All utilities installed in the easements shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the rights granted in the easements including the right to access to and from the easements; the Grantors agree that the County or its agents can use existing gates or entrances for the most direct access to the easements, for inspection or repairs.

3. The County and its agents shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements conveyed, deemed by it to interfere with the proper and efficient installation, construction, operation, and maintenance of the utilities installed and their appurtenant facilities; provided, however that the County at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of such utilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the easements, and the replacement of structures and other facilities located outside the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. The Grantors reserve the right to make use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the Grantors shall comply with all applicable ordinances and regulations. The Grantors shall not erect permanent building or structures within the easements except for pavement or fencing, or structure which can be readily moved.

The Grantors further grant to the Grantee the following:

1. The right of ingress and egress from the permanent easements for purposes of construction, installation, maintenance, inspection, repair or operation over and across other lands of the Grantors by means of existing roads or lanes or, if there are none, by such route or routes as shall cause the least practicable damage and inconvenience to the Grantors.

2. A temporary easement for construction, maintenance, and repair purposes over the land immediately adjacent to the permanent easements, provided that this temporary easement shall cease upon completion of construction, maintenance or repair.

3. The right from time to time to cut down and clear away trees, undergrowth and other obstacles on or along the permanent easements.

4. The right to mark the location of the permanent easements by suitable marker set in the ground, provided that the marker shall be placed at locations which will not interfere with any reasonable use of the land beneath the easements by the Grantors.

The Grantee, by acceptance of this instrument, agrees as follows:

1. It will repair any damage caused to the Grantors' property by virtue of the construction, maintenance or repair of its facilities on or in the easements and will otherwise restore the Grantors' property used in connection with its facilities including any roadway permitted in paragraph 2 immediately below, to substantially the same condition as it was prior to the installation, maintenance or repair of such facilities, insofar as practicable. "Damage" as used in this paragraph shall not be construed to mean the destruction or removal of any structure, fixture or facility that imposes or encroaches on the easements and rights granted in the deed.

2. The Grantors may use the land over which the permanent easements are granted for purposes which will not interfere with the Grantee's quiet enjoyment of the rights hereby granted; provided that there shall not be erected or constructed thereon any building, structure, or obstruction, and the Grantors shall not substantially add to the ground cover over any underground facilities, except that the Grantors may construct roadway improvements atop the permanent easements.

3. The Grantee shall indemnify the Grantors against any wrongful or negligent act or omission of the Grantee, or of its agents or employees in the course of their employment or activities, with respect to matters in the scope of these easements.

Pursuant to Section 15.2-1803 of the Code of Virginia (1950), as amended, the interest in real estate conveyed by this deed is accepted on behalf of Rockingham County, Virginia by the County Administrator, as authorized.

WITNESS the following signatures and seals.

The Crossroads Farm Property Owners' Association,
a Virginia non-stock corporation

By: Ron Dunham
POA PRESIDENT

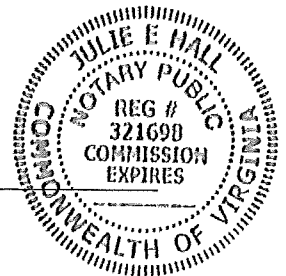
Its: _____

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 16th day of October, 2014, by Ron Dunham, POA President of The Crossroads Farm Property Owners' Association a Virginia non-stock corporation.

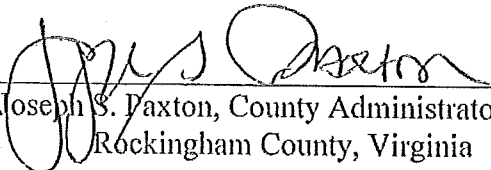
My commission expires: 04-30-2017
My Registration number is: 321698

Julie E Hall
Notary Public



Signature of the County Administrator, accepting the interest in real estate, follows on the next page.

Continuation of signature page of deed of easement from Crossroads Farm, L.L.C., a Virginia limited liability company, to the County of Rockingham, Virginia, a political subdivision of the Commonwealth of Virginia, dated _____, 2014.



Joseph S. Paxton, County Administrator of
Rockingham County, Virginia

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 28th day of October, 2014, by Joseph S. Paxton, who is the Administrator of Rockingham County, Virginia.

My commission expires: October 31, 2015.
My Registration number is: 167794.



Notary Public



