

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

**MADISON VILLAGE SUBDIVISION
SECTION ONE**

THIS DECLARATION is made this 23rd day of February 2006 by **MADISON FARMS, LLC**, a Virginia limited liability company, "Declarant" (index as grantor).

P R E A M B L E :

A. Declarant is the owner of certain real property situate on the southwestern side of Spotswood Trail (U.S. Rt. 33) in Central District, Rockingham County, Virginia, (the "Property") designated upon a plat entitled **Final Plat Madison Village, Section One**, dated August 24, 2005, revised September 28, 2005, made by Valley Engineering-Surveying-Planning (the "Plat"), which plat is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2764 at page 687. A Supplemental Owners Consent and Dedication dedicating the streets within Madison Village to public use shall be recorded in the Clerk's Office simultaneously with this Declaration. Declarant acquired the Property from B & G, LLC, a Virginia limited liability company, by deed dated July 31, 2004, which deed is recorded in the Clerk's Office in Deed Book 2538 at page 77.

B. Declarant wishes to convey the subdivision lots subject to the covenants, conditions, restrictions and reservations set forth herein.

NOW THEREFORE, Declarant declares that all of the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, reservations and limitations which shall run with the land and shall be binding on and inure to the benefit of all present and future Owners thereof. This Declaration shall not, however, apply to any other "phases" or sections of Madison Village Subdivision or any other land owned by Declarant except for such land as may be made subject to this Declaration pursuant to Section 10.4 hereof.

Article 1. Definitions

§ 1.1 "**ACC**" shall mean and refer to the Architectural Control Committee.

§ 1.2 "**Act**" shall mean and refer to the Virginia Property Owners Association Act (Virginia Code, §§ 55-508 through 55-516.2) as amended from time to time.

§ 1.3 **"Association"** shall mean and refer to Madison Village Homeowners Association, a Virginia non-stock corporation, and its successors and assigns.

§ 1.4 **"Bylaws"** shall mean and refer to the Bylaws of the Association, as amended from time to time.

§ 1.5 **"Common Areas"** shall mean and refer to all portions of the Property owned or leased by the Association or which the Association is required by the Declaration to maintain or operate for the use and enjoyment of the Owners.

§ 1.6 **"Declarant"** shall mean Madison Farms, LLC, and its successors and assigns, but shall not include the purchaser of any Lot.

§ 1.7 **"Declaration"** shall mean and refer to this instrument, as amended and supplemented from time to time.

§ 1.8 **"Lot"** shall mean and refer to the individually numbered plots of land in Madison Village Subdivision as shown upon recorded plats of the Property.

§ 1.9 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether acquired by purchase, gift, inheritance, foreclosure or otherwise, but excluding persons or entities having an interest merely as a security for the performance of an obligation. For purposes of Sections 5.2, 5.3, 8.6 and 9.3 of this Declaration, 'Owner' shall include members of an Owner's household and his tenants, guests and invitees, as applicable. The address of an Owner for the purpose of notices required herein shall be the address on the current year's real estate tax records of Rockingham County, Virginia, unless an Owner provides the Association with a different address.

§ 1.10 **"Property"** shall mean and refer to all of the real estate dedicated to Madison Village Subdivision, including all Common Areas, and any other property made subject to this Declaration pursuant to Section 10.4 hereof.

Article 2. Property Owners Association

§ 2.1 **Creation.** Declarant hereby establishes the Madison Village Homeowners Association. The Association shall be a non-stock corporation organized under the laws of the Commonwealth of Virginia. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its organizational documents, as amended from time to time, provided no such organizational documents shall be amended, changed or interpreted so as to be inconsistent with this Declaration or applicable law.

§ 2.2 **Membership.** The Association shall have two (2) classes of membership:

Class A: Every Owner, except Declarant, shall be a Class A member of the Association. Class A membership shall be appurtenant to and may not be separated from ownership of any Lot. Class A members shall have one (1) vote for each Lot owned. The vote for a Lot owned by more than one (1) person or entity may be cast by any co-owner unless an objection or protest by another co-owner is made. Upon such objection or protest, the vote shall

be cast according to the majority vote of the co-owners of such Lot (based on each co-owner's percentage ownership interest). In no event shall more than one (1) vote be cast with respect to any Lot and no fractional votes shall be cast. Owners may vote by proxy in accordance with the Bylaws.

Class B: Declarant shall be the Class B member. The Class B member shall have five (5) votes for each Lot it owns, except Lots originally sold and reacquired.

§ 2.3 Association Meetings. Association meetings shall be held in accordance with the Bylaws at least once per year. The Association's Annual Meeting shall be held during the month of December, at which meeting the Association shall elect directors for the next year. The Secretary shall provide notice of all Association meetings as required by the Act and Bylaws.

§ 2.4 Board of Directors. The Association shall be governed by a board of directors. The number of directors shall be fixed by the Bylaws, provided the number shall not be less than three (3). Directors shall be Owners and must be in good standing with the Association at the time they are elected. Directors shall be elected by the Owners at the Annual Meeting of the Association or a special meeting held for the purpose of electing directors. Directors shall serve for one (1) year or until their successors are elected and qualify.

§ 2.5 Directors' Duties. The Board of Directors shall have the powers and responsibilities assigned by the Declaration, the Act and the Association, including, without limitation, the following:

- a) adopt, modify and repeal reasonable rules and regulations governing the use of the Common Areas;
- b) acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, mortgage, create liens on or dedicate real or personal property for the benefit of the Association;
- c) prepare an annual budget;
- d) assess and collect fees and assessments (both regular and special) as provided in Article 4;
- e) determine and approve Association expenditures;
- f) borrow money on behalf of the Association, subject to approval by a majority vote of the Owners at a properly called meeting of the Association at which a quorum is present;
- g) obtain and carry insurance against casualties and liabilities of the Association, pay the premiums thereon and adjust and settle claims against the Association;
- h) enforce the provisions of this Declaration and the Association's rules and regulations by court proceedings or suspension of usage rights as provided in the Act, Declaration and Bylaws;

i) furnish the disclosure statement required by § 55-512 of the Act within the required time upon written request from any Owner;

j) file the annual reports and pay the annual fees required by § 55-516.1 of the Act and §§ 13.1-936 and 936.1 of the Code of Virginia;

k) do such other things and acts not inconsistent with the Act, this Declaration and other applicable law, which the Board of Directors deems necessary for the proper and efficient operation of the Association.

§ 2.6 Board Meetings. The annual meeting of the Board of Directors shall be held immediately after the Annual Meeting of the Association to organize, elect officers and consider any business properly brought before the Board. Regular meetings of the Board of Directors shall be held at such times and places as determined from time to time by the Board. Special meetings of the Board shall be held when called by the President or by a majority of the directors. The Secretary shall provide notice of all meetings to each director as required by the Act and Bylaws. Notice of any meeting may be waived by a director in writing either before or after the meeting. A director's attendance at any Board meeting shall constitute a waiver of notice by that director, unless the director attends for the specific purpose of challenging the notice.

All meetings of the Board of Directors shall be open to all Association members, except the Board may convene in executive session as permitted by the Act. The Secretary shall provide notice of all Board meetings to the Owners as required by the Act and Bylaws.

§ 2.7 Officers. The officers of the Association shall be the President, Secretary and Treasurer and such other officers as may be specified in the Bylaws. Officers shall be Owners and must be in good standing with the Association at the time of their elections. Notwithstanding the foregoing, officers directors or employees of Declarant may serve as officers. All officers may be removed with or without cause by a majority vote of the Board of Directors. One person may simultaneously hold more than one office.

a) **President:** The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties usually vested in the office of the president of any association and those assigned by the Board of Directors.

b) **Secretary:** The Secretary shall keep the minutes and record the resolutions of all Association and Board of Directors meetings; provide notices of each Board and Association meeting; notify each Owner of assessments against his Lot as soon as possible after the assessment is made; give any other notice required by the Declaration, the Bylaws or the Act; and perform all other duties incident to the office of secretary and those assigned by the Board of Directors.

c) **Treasurer:** The Treasurer shall have keep or supervise the keeping of assessment rolls and Owners' accounts; keep the Association's books showing detailed records of the Association's receipts and expenditures in accordance with generally accepted accounting practices; receive and deposit all the Association's income and receipts in appropriate insured

accounts with financial institutions; disburse Association funds in accordance with resolutions of the Board of Directors and Association; and perform all other duties incident to the office of treasurer and those assigned by the Board of Directors.

Article 3. Architectural Control

§ 3.1 Declarant hereby establishes and creates an Architectural Control Committee ("ACC") composed of one (1) to three (3) persons. The Committee members shall be appointed and subject to removal by Declarant until the earlier of the following:

(a) the date on which the last Lot in all sections of the subdivision is sold by Declarant; or

(b) the date Declarant releases or assigns its right to appoint the committee members to the Association, as evidenced by an instrument recorded in the Clerk's Office.

The members appointed by Declarant shall hold office until removed by Declarant or their successors are selected as provided below.

After either of the events in sub-section (a) or (b) above, members of the ACC shall be appointed by the Board of Directors at the Board's annual meeting or a special meeting called for that purpose.

§ 3.2 Other than original dwellings constructed by Declarant, no building, fence or other improvements shall be erected or placed on any Lot, nor shall any exterior addition, change or alteration to any existing improvements on any Lot be made until approved by the ACC. Plans and specifications showing the nature, kind, shape, height and materials and a plat showing the location of the same shall be submitted to the ACC, which shall review the same as to the harmony of external design and location in relation to surrounding structures and topography.

§ 3.3 The ACC shall have full and complete discretion to approve or reject any proposed building, fence or other improvement or alteration on any Lot. The ACC may base its approval or rejection of plans and specifications upon any grounds it deems sufficient, including purely aesthetic considerations. The ACC shall not be bound to approve any proposed building or improvement solely because it complies with the restrictions and covenants herein or is comparable in cost, value or appearance to existing buildings and improvements on other Lots. The ACC may however, approve any proposed building or improvement that does not meet the requirements of this Declaration if, in the ACC's opinion, such deviations are not harmful to the value of adjoining Lots. The ACC shall have no duty to exercise this power, nor shall the ACC shall have authority to permit deviations from Section 7.1 of this Declaration.

§ 3.4 Members and representatives of the ACC shall have the right to inspect any building during construction to ensure that it conforms to the approved plans and

specifications. If discrepancies exist, the ACC may require corrective work or issue a notice to cease construction until conformity is assured to its satisfaction. Failure to heed such a notice from the ACC shall be a default under this Declaration.

§ 3.5 Neither Declarant nor the ACC shall be liable to any Owner or other person for any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or other person arising out of or in any way related to the subject matter of any required review, acceptance, inspection, permission, consent or approval, whether given or withheld.

§ 3.6 The ACC shall, within thirty (30) days after submission of plans and other required items to the ACC for review, notify the requesting Owner, in writing, that the plans are (i) approved, (ii) approved with conditions, (iii) rejected (with the reasons for rejection clearly stated), or (iv) that additional information is required to permit the ACC to make its decision. If the ACC fails to act within thirty (30) days after receiving a submission, the submission shall be deemed approved; provided however, the ACC's failure to act shall not be construed as a waiver of any violation of this Declaration. If the ACC requests additional information, a new thirty (30) day period shall commence when all requested additional information is received by the ACC.

§ 3.7 Any purchaser for value of a Lot and any lender who secures a lien on a Lot may assume that any improvements on the Lot completed for more than six (6) months are satisfactory to the ACC.

Article 4. Covenant for Maintenance Assessment

§ 4.1 Each Owner (except Declarant, as provided in Section 4.2 below) by acceptance of a deed to any Lot, whether or not it shall be so expressed in the deed, shall be deemed to covenant and agree to pay to the Association such regular and special assessments as may be fixed, established and collected from time to time. Each type of assessment shall be made at a uniform rate. No Owner may exempt himself from liability for any assessments by waiving the use or enjoyment of any of the Common Areas or abandoning his Lot or Lots. No Owner shall be liable for any common expense incurred subsequent to the delivery of a deed from the Owner conveying his Lot (or his interest therein) in fee.

§ 4.2 No assessment shall be due or payable for any Lot owned by Declarant which is held for sale. This exemption shall not apply to any Lot which has been initially sold by Declarant and subsequently reacquired.

§ 4.3 Assessments may be collected over any time period as the Board of Directors may determine, but shall be collected at least annually.

§ 4.4 The initial assessment against each Lot shall be fifty dollars (\$50) per year. The annual assessment may be increased by a two-thirds (2/3) vote of the Owners at a properly called meeting of the Association at which a quorum is present.

§ 4.5 The first assessment for each Lot shall be collected when Declarant conveys the Lot to a purchaser and shall be prorated for the collection period in use at that time (e.g., annually, monthly, etc.).

§ 4.6 The Association may levy a special assessment if the Board of Directors determines a special assessment is in the best interests of the Association and the proceeds of the assessment are used primarily for the maintenance and upkeep of the Common Areas and such other areas of Association responsibility expressly provided for in this Declaration, including capital expenditures. Special assessments must be approved by a two-thirds (2/3) vote of the Owners at a properly called meeting of the Association at which a quorum is present.

§ 4.7 All regular and special assessments, together with late charges and interest thereon, at a rate set by the Board of Directors, and costs of collection thereof, including attorneys' fees, shall be a charge and a continuing lien upon each Lot until paid. All assessment liens shall be subordinate to the liens of real estate taxes and any first deed of trust. All assessments, together with interest thereon and costs of collection, shall also be the personal obligation of the Owner (jointly and severally in the case of multiple Owners) of each Lot at the time the assessment falls due. All charges and assessments shall be paid in full and discharged upon the sale of a Lot by its Owner. No assessment lien shall bind or affect a subsequent bona fide purchaser of a Lot for valuable consideration without actual notice of the lien unless and until a memorandum, verified by an officer of the Association and complying with § 55-516 of the Act, is recorded in the Clerk's Office.

§ 4.8 All regular and special assessments levied by the Association shall be used exclusively for a) promoting the permitted uses of the Property in a safe and orderly manner; and b) improving, managing and maintaining services and facilities related to the use and enjoyment of the Common Areas as provided in Article 5.

Article 5. Common Areas

§ 5.1 **Management.** The Association shall be responsible for the management, control, maintenance and repair of the Common Areas for the benefit of the Owners, subject to the rights of the Owners set forth in this Declaration. However, the costs of any maintenance or repair made necessary by the willful or negligent actions of any Owner shall be borne by that Owner. The Association may elect to have such damage repaired at the Owner's expense, in which case the Owner shall reimburse the Association within ten (10) days after the Association sends the Owner an itemized statement of the cost of repairs. Such costs shall be deemed a special assessment against the Owner's Lot and collectable as such.

§ 5.2 **Easement of Enjoyment.** Subject to the provisions herein, every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and pass with title to every Lot.

§ 5.3 Extent of Members' Easement. The Owners' easement of enjoyment shall be subject to the following:

- (a) The Association's right to establish reasonable rules and regulations and fees for the use of the Common Areas, including the right to assess charges against Owners and suspend Owners' use of Common Areas for violations of this Declaration, as provided in the Act;
- (b) The Association's right to mortgage any or all of the Common Areas;
- (c) The right of the Association to convey, or transfer, all or any part of the Common Areas; and
- (d) The Association's right to license portions of the Common Areas to Owners on a uniform, preferential basis.

Article 6. Easements

The Lots and Common Areas are subject to certain utility and drainage easements more particularly shown and described on the Plat.

§ 6.1 Utility Easements. Declarant reserves unto itself, its successors and assigns, subject to the public dedication thereof, all utility easements over, under, across and through the Common Areas, as shown on the Plat, for the installation, use, maintenance, repair, replacement, and upgrade of underground telephone and electrical conduits; sewer, gas, water and television lines; and any related equipment, provided that such easements shall not interfere with the Owners' reasonable use and enjoyment of the Common Areas.

§ 6.2 Drainage Easements. Declarant further reserves unto itself, its successors and assigns, for a period of five (5) years from the date of recordation of this Declaration, a blanket easement and right over, under, across and through the Lots and Common Areas to maintain and correct surface water drainage problems in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary to correct such drainage problems. Following any such corrective action, the Declarant shall restore the affected property to its original condition, as nearly as practicable. Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Declarant, an emergency exists which precludes such notice. This reservation shall not, in any way, obligate Declarant to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or responsibility upon Declarant for not doing so.

§ 6.3 Maintenance. All drainage easements and retention areas shall be maintained by the Association except that routine mowing and lawn maintenance of drainage areas on any Lot shall be the responsibility of the Owner of that Lot.

Article 7. Use Restrictions

§ 7.1 No Lot shall be used except for residential purposes for one (1) single family dwelling.

§ 7.2 No townhouse, duplex, mobile home, double-wide manufactured home, house trailer or modular home shall be constructed or placed on any Lot.

§ 7.3 No dwelling on any Lot shall exceed two and one-half stories above ground. Dwellings may have an attached garage, homogeneous in design to the dwelling, for no more than three (3) vehicles. No detached garage or carport shall be permitted on any Lot. All Lots shall have adequate off-street parking for at least two (2) vehicles.

§ 7.4 All dwellings shall have minimum living space area requirements, which requirements shall be established from time to time by the ACC. "Living space," as used in this section, excludes porches, decks and garages.

§ 7.5 No dwelling shall have a flat roof comprising more than 25% of the total roof area. All roofing materials must have an expected life of at least 25 years.

§ 7.6 No dwelling shall have any type of exterior finish except brick, stone, faux stucco, wood siding, Mastic Barkwood, Brentwood or equivalent vinyl siding. A sample of the exterior finish shall be submitted to the ACC for approval prior to construction. Notwithstanding this restriction, aluminum soffits, guttering, and fascia boards are permitted.

§ 7.7 Other than original dwellings constructed by Declarant, the exterior of any dwelling or building on any Lot shall be completed within nine (9) months after construction commences.

§ 7.8 Each Lot shall have an asphalt or concrete driveway when the dwelling thereon is built.

§ 7.9 No antennae or satellite receiving devices of any kind larger than 18 inches in diameter shall be erected on any Lot or on any structure thereon. The location of any permitted satellite receiving device must be approved by the ACC.

§ 7.10 No fence or hedge shall be constructed or erected on any Lot without prior approval from the ACC.

§ 7.11 Above-ground swimming pools (which shall not include hot tubs, Jacuzzis or portable pools) are prohibited.

§ 7.12 No sign of any kind shall be displayed to public view on any Lot except:

- a. one (1) sign not exceeding five (5) square feet advertising the Lot for sale;
- b. signs used by a builder to advertise the Lot during construction;
- c. signs required by law or for legal proceedings; and
- d. one (1) sign not exceeding one-half square foot displaying the name of the Owner or occupant of the Lot.

§ 7.13 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. The Board may prohibit keeping certain types or breeds of animals which the Board reasonably believes to be unsafe. Whenever animals are permitted outside, they must be secured by a leash or lead and be under the control of a responsible person and obedient to that person's command at all times. No dogs shall be left outside unattended.

§ 7.14 All Lots and the buildings thereon shall be kept at all times in a neat, attractive, safe and structurally sound condition. Weeds, grass and dead trees shall be routinely cut and building exteriors shall be routinely painted.

§ 7.15 No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary enclosed containers. All containers shall be appropriately screened from view from any street, except on days of garbage collection.

§ 7.16 If any building on any Lot is totally or partially damaged by fire, wind or other hazard, the Owner shall, within a period of three (3) months thereafter, a) commence repairs of the damage or b) tear the building down and remove the debris from the Lot. If any Owner fails to make any required repairs or maintenance after receiving notice from the Association, the Association may make such repairs or maintenance or cause such repairs or maintenance to be made on behalf of the Owner. The costs thereof shall be deemed a special assessment against the Owner and Lot and collectable as such.

§ 7.17 No individual sewage disposal system shall be constructed, maintained, or used on any Lot.

§ 7.18 No trailer, basement, tent, shack, barn, or other outbuilding erected on any Lot shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

§ 7.19 No motor vehicle shall be kept on any Lot unless it bears a valid state license plate and current inspection sticker unless within a structural enclosure.

§ 7.20 No trailer, bus, camper, motor home, truck larger than three-quarter ton, commercial equipment, commercial vehicle (including, but not limited to, any tractor trailer or combination of tractor and trailer) or disabled or unlicensed vehicle, or any portion thereof may be parked or stored on the Property except commercial equipment and vehicles temporarily located therein for the purpose of performing necessary construction or repairs. No stripped down or junk vehicles (licensed or unlicensed) or any sizable parts thereof shall be parked on any street or Lot.

§ 7.21 No noxious or offensive use or activity shall be carried on upon any Lot, nor shall any practice be engaged in by any Owner or occupant of a Lot that is an annoyance or nuisance to the neighborhood.

§ 7.22 Drying of clothes in public view is prohibited. No clothes lines shall be erected on any Lot.

§ 7.23 No skateboard ramps or structures of any kind shall be constructed, placed or used on any Lot.

§ 7.24 No exterior watch light shall be erected on any Lot without the prior approval by the ACC. As used herein, a "watch light" is an exterior light typically mounted on a telephone, utility or street light pole or any other light which casts an unacceptable level of light on neighboring Lots.

§ 7.25 No dirt bikes, ATVs, three or four wheelers or other non-licensed vehicles shall be operated anywhere on the Property.

§ 7.26 No incinerator or other device for the burning of trash shall be permitted anywhere on the Property.

§ 7.27 No propane, oil or other storage tank or cylinder shall be permitted anywhere on the Property, unless buried or adequately screened from public view.

§ 7.28 No Lot shall be subdivided into smaller Lots; no portion of any Lot shall be sold or conveyed; boundary lines between Lots shall not be removed or altered; and no Lot or any portion thereof shall be used as an access way or right-of-way for ingress or egress to any other Lot or parcel of land without the prior written consent of the ACC or Board of Directors. Approval of any of the foregoing by the ACC or Board of Director shall in no way eliminate the need to obtain any required governmental approval for such action.

Article 8. Enforcement

§ 8.1 **Generally.** The provisions of this Declaration may be enforced by Declarant, the ACC or any Owner by proceedings at law or in equity against any person or entity violating or attempting to violate any provision hereof, either to restrain the violation, to recover damages or both. In any such proceeding, any party found to have breached any covenant or restriction contained herein shall be responsible for the cost of the enforcement proceeding, including the prevailing party's attorneys' fees. The failure of any of the parties identified above to enforce any provision herein shall not be deemed a waiver of the right to enforce that covenant or restriction thereafter against the same or different Owners.

§ 8.2 **Collection, Late Charges and Interest.** The Board of Directors shall take prompt action to collect all assessments. The Board may assess a late fee in an amount determined by the Board on any assessment or charge not paid within five (5) days after the due date. The Board may also assess interest on all assessments and charges after the due date at a rates determined by the Board from time to time.

In any case where an assessment is payable in installments, upon a default by any Owner in the timely payment of any two (2) consecutive installments, the Board may accelerate the maturity of that year's remaining installments and declare that Owner's entire annual assessment due and payable in full by written notice to the defaulting Owner.

§ 8.3 Lien for Assessment. For assessments more than 30 days past due, the Board may file or record a memorandum of lien as provided in § 55-516 of the Act. The Board shall file or record such a memorandum if assessments are more than six (6) months past due. The Board may enforce any such lien as provided in the Act. The Owner shall pay the cost of recording a memorandum of lien and enforcement thereof.

§ 8.4 Collection Suits. The Board of Directors may, in the name of the Association, file suit to recover a money judgment for unpaid assessments, fees and charges without waiving an assessment lien securing the same. Enforcement of an assessment lien may be instituted notwithstanding the pendency of any suit to recover a money judgment.

§ 8.5 Abatement and Enjoinment of Violations. In the event of a violation or breach of any provision of this Declaration, the Association may (i) enter any Lot on which, or as to which, a violation or breach exists and summarily abate, provide upkeep to or remove at the expense of the defaulting Owner, any structure, thing or condition that causes the violation or breach, in which case the Association and its directors, members and representatives shall not be deemed guilty in any manner of trespass for such entry; or (ii) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

§ 8.6 Penalties for Violations. The Board of Directors may (i) suspend an Owner's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments more than sixty (60) days past due, to the extent that access to the Lot through the common elements is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner and (ii) assess charges against any Owner for any violation of the Covenants or rules or regulations promulgated by the Association for which the Owner is responsible.

§ 8.7 Before any such suspension or charges may be imposed, the Owner shall be given an opportunity to be heard and represented by counsel before the Board of Directors in accordance with the requirements of the Act.

Article 9. Liability of Association, Directors, Officers, and ACC Members

§ 9.1 Directors, Officers, ACC Members. To the extent permitted by law, in any proceeding brought by or in the right of the Association or brought by or on behalf of the Owners, no director, officer or ACC member shall be liable for any damages; provided, however, that the liability of any director, officer or ACC member shall not be so limited if the director, officer or ACC member engaged in willful misconduct or a knowing violation of any criminal law. The liability of directors, officers and ACC members shall also be limited as provided in § 13.1-870.2 of the Code of Virginia.

§ 9.2 Insurance. The Association may purchase and maintain insurance in such amounts and on such terms and conditions as the Board of Directors may deem reasonable

against all liabilities or losses it may sustain in consequence of the indemnification provided for in this Article.

§ 9.3 Association Liability. The Association, directors, officers and ACC members shall not be liable to any Owner for failing to provide any service which any is required to provide, or for injury or damage to any person or property caused by natural elements or by any Owner or other person or resulting from electricity, water, snow, ice or other substance which may leak or flow from any portion of the Common Areas. The Association, directors, officers and ACC members shall not be liable to any Owner for loss or damage by theft or otherwise of personal property which may be stored or left anywhere on the Property. No diminution or abatement of any assessments shall be allowed for inconvenience or discomfort arising from upkeep of the Common Areas or from any action taken by the Association, directors, officers and ACC members or any Owner which does not comply with any law, ordinance or other governmental regulation or order.

Article 10. General Provisions

§ 10.1 Invalidation of any of these covenants or restrictions by a court shall not affect any other provisions, which shall remain in full force and effect.

§ 10.2 The provisions of this Declaration shall run with and bind the Property and all Lots and shall inure to the benefit of and be enforceable by the Owners and their respective legal representatives, heirs, devisees, successors and assigns. The provisions of this Declaration may be amended or terminated at any time by a vote of the Owners of two-thirds (?) of the Lots. Agreement of the required majority of Owners to any amendment or termination of this Declaration shall be evidenced by the Owners' execution of the amendment or ratifications thereof and the same shall be effective when a copy of the amendment is recorded in the Clerk's Office, together with a certification signed by the President of the Association that the requisite majority of the Owners signed the amendment or ratifications thereof.

§ 10.3 Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration at any time within two (2) years after its recordation without the consent of any Owner. Declarant may also unilaterally execute and record a corrective amendment or supplement to this Declaration or any supplement or amendment to this Declaration to correct a mathematical mistake, an inconsistency or a scrivener's error, or to clarify an ambiguity in this Declaration with respect to an objectively verifiable fact within five (5) years after the recordation of the instrument containing or creating such mistake, inconsistency, error or ambiguity. No such corrective amendment or supplement may materially reduce the obligations any Owner would have had if the mistake, inconsistency, error or ambiguity had not occurred. The President of the Association may also execute and record, at any time, corrective amendments or supplements upon a vote of two-thirds (?) of the members of the Board of Directors.

§ 10.4 Declarant shall have the absolute and unqualified right (but shall not be obligated) to make additional property subject to the provisions of this Declaration, so long as such property

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is adjacent to the Property or to property made subject to the provisions of this Declaration as shown on subsequent plats. Such additions shall be made by recording a supplemental declaration in the Clerk's Office describing the additional property being made subject to the provisions of this Declaration. Property made subject to the provisions of this Declaration shall be treated for all purposes as if it had been shown on the original subdivision plat, but the added property may be subject to other covenants and restrictions in addition to or in place of those herein.

§ 10.5 The provisions of this Declaration shall not apply to any other property of Declarant except property expressly made subject to the provisions of this Declaration as provided in Section 10.4, even though the same may be developed as part of a common scheme or lie adjacent to the Property. Any such other property may be subject to different covenants and restrictions than contained herein or may have no restrictions at all.

§ 10.6 Declarant may appoint a successor Declarant in an instrument recorded in the Clerk's Office. The conveyance of Lots to a successor Declarant shall not be deemed a sale for purposes of Section 3.1(a).

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on its behalf by its duly authorized member.

Madison Farms, LLC

By: [Signature]
David Madison, member

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Winchester

The foregoing instrument was acknowledged before me this 27th day of February by David Madison, member of Madison Farms, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires April 30, 2007

[Signature]
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 acknowledgement annexed, admitted to record this 1 day of March, 20 06 at 3:30 P.M. I certify that taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 350 Copies 100 TESTE

L. WAYNE HARPER

Deed Book No 2824 Page 262

csf\Madison Farms\covenants\STH\RWScsf\T06-0038\5654-02-22-06

06 MAR 1 PM 3:30
CLERK OF CIRCUIT COURT
ROCKINGHAM COUNTY
VIRGINIA

006885

ROCKINGHAM COUNTY
L. WAYNE HARPER
CLERK OF COURT
Harrisonburg, VA 22801



60 2006 00033851

Instrument Number: 2006- 00033851

As

Recorded On: October 20, 2006**Restrictive Covenants****Parties:** MADISON FARMS LLC

To

NO GRANTEE

Recorded By: MADISON BUILDERS INC**Num Of Pages:**

3

Comment: PARCEL CENTRAL

**** Examined and Charged as Follows: ****

Restrictive Covenants	6.50	10 or Fewer Pages	14.50
Recording Charge:	21.00		

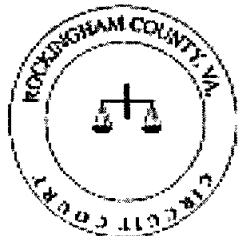
**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: ROCKINGHAM COUNTY, VA

File Information:**Record and Return To:**

Document Number: 2006- 00033851
Receipt Number: 25639
Recorded Date/Time: October 20, 2006 12:58:39P
Book-Vol/Pg: Bk-OR VI-2965 Pg-731
Cashier / Station: A Pittman / Cash Station 3

MADISON BUILDERS INC
558 BENNY BEACH ROAD
FRONT ROYAL VA 22630



THE STATE OF VIRGINIA
COUNTY OF ROCKINGHAM}

I certify that the document to which this authentication is affixed is a true
copy of a record in the Rockingham County Circuit Court Clerk's Office
and that I am the custodian of that record

CLERK OF COURT
ROCKINGHAM COUNTY, VIRGINIA

County Tax Map No. 126-(A)-19A (portion)

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS**

***Madison Village Subdivision
Section Two***

THIS SUPPLEMENTAL DECLARATION is made this 16th day of October 2006, by **MADISON FARMS, L.L.C.**, a Virginia limited liability company "Declarant," index as grantor.

P R E A M B L E:

A. Declarant is the owner of certain real property situate on the southwestern side of Spotswood Trail (U.S. Rt. 33) in Central District, Rockingham County, Virginia, (the "Property") designated upon a plat entitled **Final Plat Madison Village, Section Two**, dated January 2, 2006, revised January 30, 2006, revised February 22, 2006, made by Valley Engineering-Surveying-Planning (the "Plat"), which plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia prior to the recordation thereof. Declarant acquired the Property from B & G, LLC, a Virginia limited liability company, by deed dated July 31, 2004, which deed is recorded in the Clerk's Office in Deed Book 2538 at page 77.

B. Declarant previously recorded a Declaration of Protective Covenants, Conditions and Restrictions for Madison Village Subdivision (the "Declaration") in the Clerk's Office in Deed Book 2842, page 262. Section 10.4 of the Declaration permits Declarant to bring additional property within the terms of the Declaration. Declarant now wishes to bring the Property within the provisions of the Declaration.

NOW, THEREFORE, the Declarant declares that all of the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, reservations and limitations which shall run with the land and shall be binding on and inure to the benefit of all present and future Owners thereof. The Declaration shall not, however, apply to any other "phases" or sections of Madison Village Subdivision or any other

land owned by Declarant, except for such land as may be added under Section 10.4 of the Declaration.

IN WITNESS WHEREOF, the undersigned has caused its name to be executed by its duly authorized manager.

Madison Farms, L.L.C.,
a Virginia limited liability company

By: _____

David Madison, Member

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Frederick

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 19th day of October 2006 by **David Madison**, Member of **Madison Farms, L.L.C.**, a Virginia limited liability company, on behalf of the company.

My commission expires: 10-31-2009.

Luis E. Madison
Notary Public