

**RESTRICTIVE COVENANTS FOR
HARMONY HEIGHTS, SECTION 11**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TRIPLE H FARMS, INC., a Virginia corporation, is the owner and proprietor of certain lots of land situate in the City of Harrisonburg, Virginia, and shown and designated on a plat entitled "HARMONY HEIGHTS, SECTION 11," dated the 4th day of November, 1996, and made by Bobby L. Owens, Certified Land Surveyor, which plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, immediately prior to the recordation of this instrument; and

WHEREAS, the aforesaid owner and proprietor of the aforesaid lots of land, in order to insure purchasers of said lots an uniform mode of development, desires that all of the lots in said Section 11, but specifically excluding all other lands of the Grantor, be sold subject to the following restrictions, conditions, covenants, limitations and easements:

NOW, THEREFORE, TRIPLE H FARMS, INC., covenants and agrees for itself, its successors and assigns, that each and every one of said lots shown on said plat shall be sold and held by the purchasers thereof, their heirs, successors, devisees and assigns, subject to the following restrictions, conditions, covenants, limitations and easements which shall run with the title to said lots, to-wit:

1. That each lot shall be used for residential purposes and for no other purpose. No trailer, tent, garage or other outbuilding that may be placed or constructed upon any lot and used as a residence, temporary or permanent, shall constitute compliance with the covenants contained that said lot shall be used for residential purposes.
2. No building or other improvements shall be erected, placed, or altered on any of said lots until construction plans and specifications and a plat showing the location of the structure have been submitted in writing and approved by the Architectural Control Committee as to external design and materials, harmony of external design with existing structures, and as to location on the lot. No fence or wall shall be erected, placed or altered on any of said lots unless similarly approved.
3. No lot shall have a density of more than two (2) multi-family living units or one (1) single family dwelling.

4. The Architectural Control Committee hereinabove referred to is composed of the Board of Directors of Triple H Farms, Inc., a Virginia corporation. A majority of the Committee may designate a representative or representatives to act for it. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the covenants herein provided shall be deemed to have been fully complied with. Upon the completion of the subdivision, the Architectural Control Committee consisting of at least three in number shall be elected by the record title owners of all lots in said Subdivision, each lot having one vote in such election. Such election may be called by any one lot owner in such Subdivision by the giving of thirty (30) days written notice to all other lot owners at the address then listed with the Treasurer of the governmental subdivision having real estate taxing jurisdiction over said Subdivision.

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

6. A satellite dish, not in excess of twenty-four (24) inches in diameter, may be installed upon the lots in Section 11 provided that said satellite dish does not extend beyond the roof-line of the dwelling to which it is attached. The installation of any satellite dish is subject to the approval of the Architectural Control Committee.

7. All the lots in Section 11 are presently zoned R-3 under the Zoning Ordinances of the City of Harrisonburg, Virginia, and may be used for purposes as set forth in said zoning ordinance as the same exists at the time of the execution hereof or as may be defined in future zoning ordinances of the City of Harrisonburg

under a classification substantially similar to the present R-3 classification to the extent such uses do not conflict with these covenants.

8. That no residence or other building shall be constructed upon any lot nearer the front of said lot or nearer the other boundaries of said lot than the distance set forth in the City of Harrisonburg Zoning Ordinance.

9. No dwelling shall be erected or placed on any lot which has an exterior construction of stucco or concrete block aggregate, basement and foundation walls excepted, and no cinder block shall be exposed in the foundation.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

11. No clothesline or outside appliance for the drying of laundry may be erected on any of the lots in this subdivision unless such clothesline or outside drying appliance is placed behind the dwelling house, and does not extend into the area between the house side lines and the side lot lines.

12. No motor vehicle shall be kept on any lot unless it bears a current inspection sticker and valid state license tags. No truck larger than three-quarter (3/4) ton and used for commercial purposes shall be parked overnight or longer on any lot or on/along any street on which the lot fronts. No camping trailer, travel trailer, motor home, boat, or boat trailer shall be permitted to be parked upon said lots unless it bears a current inspection sticker and valid state license tags and shall be parked behind the set back line applicable to the subject lot. Any vehicle which is subject to any parking or location restriction shall be permitted where kept in a fully enclosed structure.

13. None of said lots shall be re-subdivided into smaller lots, nor shall any portion of any lot be sold and conveyed by the owner thereof without the prior approval of the Architectural Control Committee, provided, however, a lot or combination of lots may be subdivided into separate lots where there is constructed thereon a multifamily single building and such re-subdivision of such lot or lots is for the purpose of separating the dwelling units in order that each dwelling unit be on a separate lot or for the erection of townhouse units on the several re-subdivided lots. Such re-subdivision shall comply with all subdivision and zoning ordinances of the City of Harrisonburg, Virginia.

14. The purchase of any lot in Section 11 or area immediately adjacent to the 4.6911 acres of open space and proposed lake obligates the purchaser, and his successors and assigns, to join and remain a member of the Lake Terrace Property Owner's Association (POA). The Lake Terrace Property Owners' Association is an unincorporated association composed of owners of lots or dwelling units in the entire project of Section 11 and such other land that adjoins the 4.6911 acres of open space that may be developed by Developers at a later date and made subject to the requirements of membership in the Association. Said purchase further obligates the owner to pay an annual assessment fee in the initial amount of One Hundred, Twenty-Five Dollars (\$125.00). The first payment of such fee being due and payable on January 1, 1998 and on the first day of January for each year thereafter. This fee is subject to change by the directors of the Property Owners' Association. Said fee shall be used for maintenance and operation of trails, recreational areas, open areas, and other recreational facilities or areas either owned by the POA or used, though not owned, exclusively or non-exclusively, by the property owners. Unpaid assessments shall constitute a lien on said lot. Developer shall be entitled to exercise three (3) votes in said Property Owner's Association for each unsold lot in the entire Section 11 project, and Developer shall not be assessed on any lots owned by it. Lot owners shall not be entitled to vote until their respective lots are subject to assessment and each lot owner shall then be entitled to one (1) vote for each lot owned.

15. The business of the Property Owners' Association shall be managed by its Board of Directors. The initial number of directors shall be three (3). Said initial directors shall be appointed by Developer until such time as fifty percent (50%) of the lots are independently owned. At that time, the directors shall be elected annually by and from the membership with voting privileges as set forth in Paragraph 14.

16. The Lake Terrace Property owner's Association shall have the authority and responsibility of maintaining the lake and surrounding area for use as a recreational area.

17. The Developer shall convey all of its right, title and interest in and to the open space and lake area containing 4.6911 acres to the Property Owners' Association at such time as fifty percent (50%) of the lots of Harmony Heights Section 11 are independently owned.

18. Easements for drainage and for the installation, repair, replacement and maintenance of underground water and sewer pipes and mains and for overhead or underground electric power and telephone lines are reserved to Triple H Farms,

Inc., over, through and across the strips of land designated as drainage and utility easements on the aforesaid plat. In addition thereto, Triple H Farms, Inc., expressly reserves an easement five (5) feet in width for utility lines over, through and across the front, rear and side lot lines of each lot in said Subdivision. Such easements are expressly reserved to the use of Triple H Farms, Inc., and no third party shall be or become entitled to the use thereof, nor shall any other party, except the lot owner, have any vested interest in or to the use of such easements except Triple H Farms, Inc., or such utility company as may be granted specific rights over, through or across such easements. Except as such rights are granted to a utility company by a recorded easement or right of way, a release by Triple H Farms, Inc., to any individual lot owner of any easements so reserved shall operate as a complete release to such lot owner and no other party shall be entitled to exert any claim or right to the use thereof. Only underground utility service shall be installed on any of said lots.

19. These restrictions, conditions, covenants, limitations and easements shall run with the title to the land and shall be binding upon all parties owning said lots and all persons claiming under them until January 1, 2025, at which time they shall be automatically renewed for five (5) successive additional ten (10) year periods unless sooner terminated by the written consent of all parties in interest.

20. It is expressly and specifically provided that these restrictions, conditions, covenants, limitations and easements shall not apply to any other lands of Grantor even though the same may be developed as a part of a common scheme and such other lands may have different types of development than that provided for herein or may have no restrictions thereon.

21. The failure on the part of the Grantor to enforce any restrictions herein contained shall in no event be deemed the waiver of the right to do so thereafter as the same breach or as to one occurring prior or subsequent thereto.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages therefore.

23. Invalidity of any of the provisions of this instrument by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, Triple H Farms, Inc., a Virginia corporation, has caused its name to be hereunto affixed this 10 day of April, 1997, ~~1998~~, by due authority:

TRIPLE H FARMS, INC.

By: *Orden L. Harman* (SEAL)
Orden L. Harman, President

COMMONWEALTH OF VIRGINIA,
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 10th day of April 1997 by ORDEN L. HARMAN, President of TRIPLE H FARMS, INC., a Virginia corporation, on behalf of said Corporation.

My Commission expires June 30, 2000

Cynthia L. Harman
NOTARY PUBLIC

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RECEIVED

COURT

WAYNE HARPER, CLERK

VIRGINIA: to 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, admitted to record this
10 day of April, 19 97 at 130p M. I certify that
taxes were paid on this application:
Sec. 58-54 -- State _____ County _____ City _____ Transfer _____
Sec. 58-54.1 -- State _____ County _____ City _____
Recording 18 15 TESTE
L. WAYNE HARPER
CLERK
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