

Affects Rockingham County Tax Parcel Portion of 130-(A)-9

DECLARATION OF LAND USE RESTRICTIONS FOR
ELKTON PLAZA WEST

THIS DECLARATION OF LAND USE RESTRICTIONS FOR ELKTON PLAZA WEST made and executed this 28th day of April, 2011, by, BBWL, LLC, 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 the real property containing 9.100 acres, more or less, situated on the north side of Spotswood Trail (U.S. Route 33) in the Town of Elkton in the County of Rockingham, Virginia, LESS AND EXCEPT THEREFROM 0.144 acre (6,258 square feet) conveyed to the Commonwealth of Virginia Department of Transportation by Deed dated April 28, 2011, which is intended to be recorded prior hereto, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"). The Property is a portion of the real estate acquired by Declarant from Peter A. Bonavita, Gary Beatty and Michele Lucci by deed dated October 6, 2010, of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 3777, page 244, and comprises the commercial portion of the Downey Knolls development.

1.2 Declarant desires to develop the Property as a retail and commercial center.

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 establishing and preserving a harmonious design for the community, including harmony with the residential subdivision known as Downey Knolls, and 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 "Association" means Elkton Plaza West Owners Association.

2.2 "Commercial 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.

2.3 "Declarant" means BBWL, LLC, a Virginia limited liability company, and any Person that (a) acquires from Declarant all or substantially all of the Property, 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 BBWL, LLC shall retain all other rights as a declarant.

2.4 "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.

2.5 "Development Code" means the applicable subdivision, zoning and other development ordinances of the local government having jurisdiction over the Property, as they may from time to time be amended, revised or supplemented.

2.6 "Lot" means any area of the Property that is designated by number as a lot or development tract on any recorded subdivision Plat for the Property.

2.7 "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.

2.8 "Mortgagee" means the mortgagee or beneficiary of any Mortgage.

2.9 "Owner" means the Person(s) who own(s) 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. The term "Owner" shall include Declarant to the extent Declarant is the holder of fee simple title to a Lot.

2.10 "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.

2.11 "Plat" or "Plats" means the plat(s) of the Property 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.

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

2.13 "Residential Property" means that portion of the property acquired by, Declarant from Peter A. Bonavita, Gary Beatty and Michele Lucci by deed dated October 6, 2010, of record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book 3777, page 244, which adjoins the Property and is more particularly described in the Protective Covenants for Downey Knolls Residential Subdivision to be recorded in the future in the aforesaid land records.

III. APPLICABILITY OF THE ACT

This Declaration relates to commercial development and is NOT subject to the provisions of the Virginia Property Owners' Association Act.

IV. OWNERS ASSOCIATION

4.1 Formation. The Declarant shall form a non stock corporation, to be known as the "Elkton Plaza West Owners Association, Inc.", not later than the time it conveys to a third party its interest in the last Lot it owns within the Property. The membership in the Association shall consist of the Owners of all of the Lots within the Property and the Declarant may, but shall not be required to, assign to the Association all of Declarant's rights and responsibilities under this Declaration. Upon the Declarant's transfer to a third party of its interest in the last Lot it owns in the Property, or Declarant's assignment of its rights and responsibilities under this Declaration to the Association, whichever occurs earlier, the responsibility for the Commercial Architectural Committee and the right to appoint the Commercial Architectural Committee's members shall vest in the Association.

The Declarant's responsibility for maintaining the easements under Article VIII shall be assigned to the Association, and upon the assignment the Declarant shall have no further responsibilities for such maintenance.

4.2 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, although it shall remain a lien on the Lot.

4.3 Determination of Assessments. The Association shall, in November of each year, after Declarant has assigned its rights and responsibilities under this Declaration to the Association, estimate the amount of money which shall be required during the next calendar year to maintain the easements referenced in Article VIII, and shall allocate this amount equally among the lots not owned by the Declarant and assess the Owners of each such Lot for their proportional share. However, no assessment or allocation shall be made to any Lot owned by the Declarant. In the event that two or more Lots should be combined into a single Lot, this shall not affect the allocation and assessment of such costs to the Owners, and the Lots which have been combined shall be allocated and assessed for the same amount as they would have been had the Lots not been combined. The Association shall notify each Owner in writing of the assessment not later than December 31 of each year, and of the date upon which payment of the assessment is due. Payment of the assessment shall

be due at such time and location as the Association shall determine from year to year, which time shall not be earlier than February 1 each year. Should natural causes or requirements imposed by the Town of Elkton require a level of maintenance during a year which exceeds the estimate previously determined by the Association, the Association shall determine the additional funds that will be required in addition to those already assessed for the year, and assess an equal portion of such additional required funds upon each Lot in the same manner provided above. Notice of the assessment shall be given in writing as soon as reasonably practical to each Owner, and the Owner shall be given a minimum of thirty (30) days from the date of mailing of the notice within which to pay the assessment.

4.4 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the current legal rate, there shall be a late fee as set by the Board of Directors and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

4.5 Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any deed of trust, pursuant to a deed of foreclosure by a first deed of trust, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

V. ARCHITECTURAL REVIEW

5.1 Purpose. Any and all exterior improvements, structures, landscaping and lighting of new development on and/or additions to any Lot, as well as any changes or alterations thereto, shall be subject to review by and consent of the Commercial Architectural Committee. The goal of such review and consent shall be to create, maintain and improve the Property as a pleasant and desirable environment, establish and preserve a harmonious design for the community in keeping with the standards set forth in this Declaration (including the height, finish and other restrictions in Article VI below), and protect and enhance the value of the Property and the adjoining Residential Property.

5.2 Appointment of Members. So long as Declarant owns any Lot in the Property or the adjoining Residential Property, Declarant shall be the Commercial Architectural Committee. After the formation of the Association and transfer of Declarant's rights to the Association pursuant to Section 4.1, the Association shall appoint the members. The Association shall designate three individuals to serve as the Commercial Architectural Committee going forward and will notify the Owners of those designated. The Association may elect, at any time after control of the

Committee has been transitioned to it, to disband the Commercial Architectural Committee by recordation of a statement to that effect in the land records of Rockingham County, Virginia.

5.3 Authority of Commercial Architectural Committee.

(a) The following shall require prior written approval of the Commercial Architectural Committee: grading and other site preparation or modification; 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; storage buildings; mailboxes; exterior lighting; outside storage areas; outside areas for display of merchandise; and location and maintenance of all structures and improvements. In exercising its authority to modify or reject any project proposal, the Commercial Architectural Committee may consider whether such proposal would cause an unacceptable disturbance of commercial visibility for other sites or structures or of adjoining Residential Property. The approval of the Commercial Architectural Committee 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.

(b) Construction or improvements by Declarant shall not be subject to Commercial Architectural Committee approval or review, notwithstanding anything to the contrary herein.

5.4 Decisions of Committee. Decisions of the Commercial Architectural Committee shall be conclusive and binding on all interested parties. Refusal of approval of plans, location or other matters may be based by the Commercial Architectural Committee upon any ground, including purely aesthetic conditions, in the sole and uncontrolled discretion of the Commercial Architectural Committee, but may not be intentionally discriminatory.

5.5 Inspection of Projects. The Commercial Architectural Committee or its designated representatives may, from time to time, visit any project within the Property to investigate non-compliance with approved plans or the approval process. Failure by the Commercial Architectural Committee to discover, during construction, any non-compliance of any project in whole or in part, shall not relieve the Owner from responsibility to achieve and maintain such compliance. The Commercial Architectural Committee 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, 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 Commercial Architectural Committee in its notice of noncompliance.

Upon request of an Owner, Mortgagee, or prospective purchaser or lender, the Commercial Architectural Committee shall deliver a certificate of compliance (or non-compliance, as the case may be) evidencing the approval status and compliance of a given Lot and the improvements on such Lot. The Commercial Architectural Committee may charge a reasonable fee for the issuance of such certificate, which shall be binding on the Commercial Architectural Committee and all Owners.

5.6 Notice. Any material to be submitted or notice to be given to the Commercial Architectural Committee shall be submitted to the Declarant until such time as Declarant transfers control of the Commercial Architectural Committee.

5.7 Fees. The Commercial Architectural Committee 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.

5.8 Commercial Architectural Committee Not Liable. Neither Declarant, the Commercial Architectural Committee, 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 V, 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 Commercial Architectural Committee, unless due to the willful misconduct or conscious bad faith of the party to be held liable. In reviewing any matter, the Commercial Architectural Committee 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 V 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.

VI. LIMITATION AND RESTRICTIONS ON BUILDING IMPROVEMENTS.

6.1 Landscaping Buffer. The proffers for the Property require landscaping buffers as shown on the Plat. No buildings, structures or improvements may be located within the landscaping buffers shown on the Plat unless approved by Declarant (for so long as Declarant owns any of the Property or Residential Property) and the Town of Elkton.

6.2 Special Restrictions. All improvements, structures and landscaping on the Lots on each side of Downey Knolls Drive ("Street") at the northern boundary line of Tract B shall be constructed, installed and maintained so as to ensure visibility to any and all entry signage for the Residential Property situated on or in the vicinity of such Lots. The Commercial Architectural Committee shall consider such sign visibility in approving matters pertaining to such Lots.

6.3 Special Restriction on Lot B-1. According to the zoning proffers for the Property, Lot B-1 shall not be entitled to direct entrance access from US Route 33 but shall be accessed via the shopping center access road.

6.4 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), nor any mobile home, house trailer, tent, shack, or other such structure shall be placed or used within the Property, either temporarily or permanently, without prior written approval of the Commercial Architectural Committee. Notwithstanding the preceding sentence, necessary appurtenances, modest construction trailers and structures of a temporary nature may be used during the period of performance of construction of any improvement for which necessary government permits and

Commercial Architectural Committee approval have been obtained, provided that (a) the Commercial Architectural Committee has approved 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 Property on the earlier of (i) the date that is six months after the initial use thereof, unless the Commercial Architectural Committee grants an extension in writing and (ii) the date of substantial completion of said improvement.

6.5 Exterior Finishes. As required by the proffers applicable to the Property, there shall not be any exposed cement block walls. The exterior finish of commercial buildings on the Property shall be brick, stone, siding (subject to approval) or stucco or a combination thereof.

6.6 Completion of Improvements. The exterior of any building 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 Commercial Architectural Committee to be nuisances, and the Commercial Architectural Committee may remove any such nuisance or repair or complete the same at the cost of the Owner.

6.7 Property to be Maintained. Except as otherwise provided herein, each Lot and all other portions of the Property, including all improvements within the Property, shall be kept and maintained by the Owner(s) thereof in a clean, safe, attractive and sightly condition and in good repair.

6.8 No Illegal, Noxious or Offensive Activity. No illegal, noxious or offensive activity shall be carried on upon any portion of the Property.

6.9 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 Commercial Architectural Committee 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 the Commercial Architectural Committee and required for clearing or maintenance of land.

6.10 Restriction on Further Subdivision; Combining Lots.

(a) No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any Lot, nor any easement for access to adjoining property, 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 may be subdivided into condominium 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 or square footage allocated to that Lot under the applicable zoning, and (ii) such condominium fully complies with all applicable law. This provision shall not, in any way, limit Declarant from subdividing any Lot or creating a condominium on any portion of the Property or any other land owned by Declarant.

(b) With the approval of Declarant (for so long as Declarant owns any portion of the Property), 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, without increasing the total number of Lots. Any Owner desiring to resubdivide Lots pursuant to this Section shall fully comply with all applicable ordinances and regulations and shall prepare, execute and record in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, an appropriate amendment to the Plat conforming to all requirements of the Development Code and containing the consent of Declarant (if applicable). All expenses associated with the resubdivision (including, without limitation, the costs of preparing the subdivision plat, and recording and filing fees) shall be the responsibility of and paid by the Owner desiring such resubdivision.

6.11 Sewage Disposal Systems. No cesspools, septic fields or septic tanks shall be permitted on any portion of the Property.

6.12 Storage of Equipment and Vehicles. Motor homes, travel trailers, construction equipment, tractor-trailers and other over-sized vehicles, machinery and equipment shall not be stored or parked within the Property except in designated loading zones during deliveries; provided, however, that the Commercial Architectural Committee may waive this restriction, in its sole discretion, in writing. This Section shall not prohibit the storage or parking of construction equipment and machinery within the Property during the period of construction activities for which all applicable permits and Commercial Architectural Committee approval have been obtained. Nothing in this paragraph applies to storage or parking by Declarant or its contractors in connection with its development or improvement of the Property or the Residential Property.

6.13 No Unsightliness. (a) 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 or screened in a manner approved by the Commercial Architectural Committee; (b) Service areas (including HVAC equipment) shall be kept within an enclosed structure or suitably screened as approved by the Commercial Architectural Committee; (c) 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, propane, 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 Commercial Architectural Committee 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 Commercial Architectural Committee; and (d) no metals, bulk materials or scrap or refuse or trash or unused items of any kind shall be kept, stored or allowed to accumulate on any Property. The Commercial Architectural Committee shall have the power to

grant a variance from the provisions of this Section 6.13 from time to time as it deems necessary or desirable.

6.14 Animals. No animals shall be kept or maintained on any Lot, except that veterinary offices, pet stores and similar commercial operations for the care of animals shall be permitted so long as all animals are kept indoors and such use is otherwise consistent with this Declaration and applicable law.

6.15 Restriction on Signs. No signs or advertising devices of any nature shall be erected or maintained on any Property except signs approved by the Commercial Architectural Committee or Declarant and signs required by law or legal proceedings. The Commercial Architectural Committee shall have the authority to approve the location of signs within the Property, and may adopt and enforce uniform sign standards. A sign's size shall be regulated by the Town of Elkton's sign ordinance. Nothing in this paragraph restricts or limits Declarant's right to place signs on the Property.

6.16 Restriction on Parking. Each Lot shall provide all legally required parking for its patrons. Shared parking is permitted only upon mutual written agreement of the Owners of the Lots sharing such parking.

6.17 No Wells. No water wells shall be permitted on the Property or any portion thereof.

6.18 No Mining and Drilling. No portion of the 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.

6.19 Outside Music/Noise. Unless approved in advance by Declarant for so long as Declarant owns any Lot or any portion of the Residential Property (and thereby unless approved in advance by the Board of Directors of the Downey Knolls Homeowners' Association), no music or other loud noise shall be emitted on any Lot or outside of any building on any Lot after 7:00 p.m.

6.20 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.

VII. USE OF LOTS AND PARCELS

7.1 Commercial Purposes Only; Prohibition of Certain Commercial Uses.

(a) No Lot may be used other than for commercial, retail, office, and professional or financial services. Declarant may use any Lot for a sales or rental office.

(b) Retail or commercial uses which cater or pander to an adult prurient interest, such as an "adult" bookstore for sale of pornography, are prohibited.

(c) No Lot may be used for any of the following uses: (i) automobile service station, (ii) gasoline or fuel station, (iii) car wash, (iv) tire shop, (v) automotive sales, (vi) body shop or automotive repair, (vii) pawn shop, or (viii) tattoo parlor. Declarant may waive this restriction as to any Lot, in its sole discretion at any time, by written waiver recorded in the land records.

(d) No more than one (1) type category of business, as determined by Declarant and then the Association, may be allowed to operate on the Property. Unless consented to by Four Star Realty, Inc., or its successors or assigns, there shall not be another real estate brokerage firm operating on the Property. For so long as there is a full service restaurant operating on Lot B-2, there shall be no other full service restaurant on the Property, unless consented to in writing by the owner of said Lot.

(e) Conveyance deeds may impose additional restrictions on use, and any such deed restrictions shall be enforceable as if set forth in this Declaration unless otherwise expressly stated in the deed creating the restriction.

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

VIII. EASEMENTS

8.1 Stormwater Management Easements and Cost-Sharing. As shown on the Plat, the Property is served by an underground stormwater management system on Lot B-2 as well as drainage easements and one or more surface ponds within a drainage easement shown on the Plat. The stormwater management system and drainage easements also benefit the Residential Property. Accordingly, upon the establishment of an Owners Association for the Residential Property, the Residential Property shall pay for two-thirds (2/3) of the maintenance costs of these systems.

8.2 Maintenance of Elkton Plaza Easement. The Property and Residential Property have a right of ingress and egress over the roadway within the adjacent Elkton Plaza Shopping Center. The Property and the Residential Property are obligated to contribute to the repair and maintenance of the roadway over which they have an easement. To the extent of that required contribution, the Association shall pay one-third (1/3) of those costs and the Residential Property shall pay two-thirds (2/3) of those costs. Upon the formation of an Owners Association for the Residential Property, the two Associations shall enter into a shared infrastructure agreement relating to the cost sharing for the above underground stormwater management system, the maintenance cost for the road and any other shared maintenance or infrastructure costs, such as streetlights and landscape buffers.

8.3 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 roadways, setback areas, buffers and utility easements shown on the Plat, for any purpose or use necessary or convenient for the use and occupancy of the Property, the Residential 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.

8.4 Easements Over Lots. Declarant hereby reserves to itself, its successors and assigns and grants to the Commercial Architectural Committee an easement over, across, through and under each Lot to (a) exercise any right held by the Declarant or such Committee under this Declaration, and (b) perform any obligation imposed upon the Commercial Architectural Committee by this Declaration.

8.5 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.

IX ENFORCEMENT AND REMEDIES

9.1 Enforcement.

(a) Each provision of this Declaration binding upon an Owner or a Lot is enforceable by the Declarant, the Association, the Commercial Architectural Committee or by any Owner by a proceeding for a prohibitive or mandatory injunction or by suit or action to recover damages. 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:

(i) Either Declarant, the Association or the Commercial Architectural Committee may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If sure cure is undertaken, the Owner shall pay all costs incurred in connection with the curative action within thirty days after the Owner receives a written invoice therefore.

(ii) After notice and an opportunity to be heard in accordance with the standards required under the Virginia Property Owners' Association Act (even though such Act is inapplicable to the Property and this Declaration in general), the Association or the Commercial Architectural Committee may fine the Owner for each violation.

(iii) Declarant, the Association, the Commercial Architectural Committee, or any aggrieved Owner shall have all other rights and remedies available to it under this Declaration, at law or in equity, including but not limited to suits for injunctions and damages.

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

(c) 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.

(d) It is specifically acknowledged that BBWL, LLC, as the developer of the adjoining residential subdivision known as Downey Knolls, has an interest in the terms of this Declaration and its enforcement. Accordingly, so long as BBWL, LLC has any interest in the Residential Property, BBWL, LLC shall have the right to enforce the provisions of this Declaration against any Owner by action for specific performance or otherwise as permitted by law. This paragraph may not be amended without the prior written consent of BBWL, LLC.

9.2 Attorneys' Fees. In the event of any dispute under or with respect to this Declaration 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.

9.3 Interest. If an Owner fails to pay any amount due to the Commercial Architectural Committee or any other Owner (including cost-sharing under Section 4.1) as and when the same becomes due, the Owner shall pay interest on such unpaid amount at the fluctuating rate equal to the Wall Street Journal prime rate, plus five percentage points, which interest shall accrue from the due date of such unpaid amount until the date paid.

X. MISCELLANEOUS

10.1 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 all of the Owners of all of the Lots. 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.

10.2 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 additional property to the Property.

(b) Except as provided in Sections 10.1 and 10.2(a) above, this Declaration may be amended only by the written consent of (i) Owners of at least 14 of the Lots (including Declarant), and (ii) Declarant, for so long as Declarant owns any portion of the Property or

Residential 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 of Declarant without the prior written consent of Declarant or the assignee of such right or privilege.

10.3 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 other Owners; and (iii) shall run with the Land.

10.4 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.

10.5 Failure to Act. Neither Declarant nor the Commercial Architectural Committee, 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.

10.6 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.

10.7 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.

10.8 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.

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

BBWL, LLC,
a Virginia limited liability company

BY: *Peter A. Bonavita*
PETER A. BONAVIDA, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Harrisonburg

28th The foregoing Declaration of Land Use Restrictions was acknowledged before me this of April, 2011, by PETER A. BONAVIDA, as Manager of BBWL, LLC, a Virginia limited liability company, on its behalf.

Witness my hand and official seal. *Tanya P. Dinges*

Notary Public Registration 266814

My commission expires: 3/31/2014

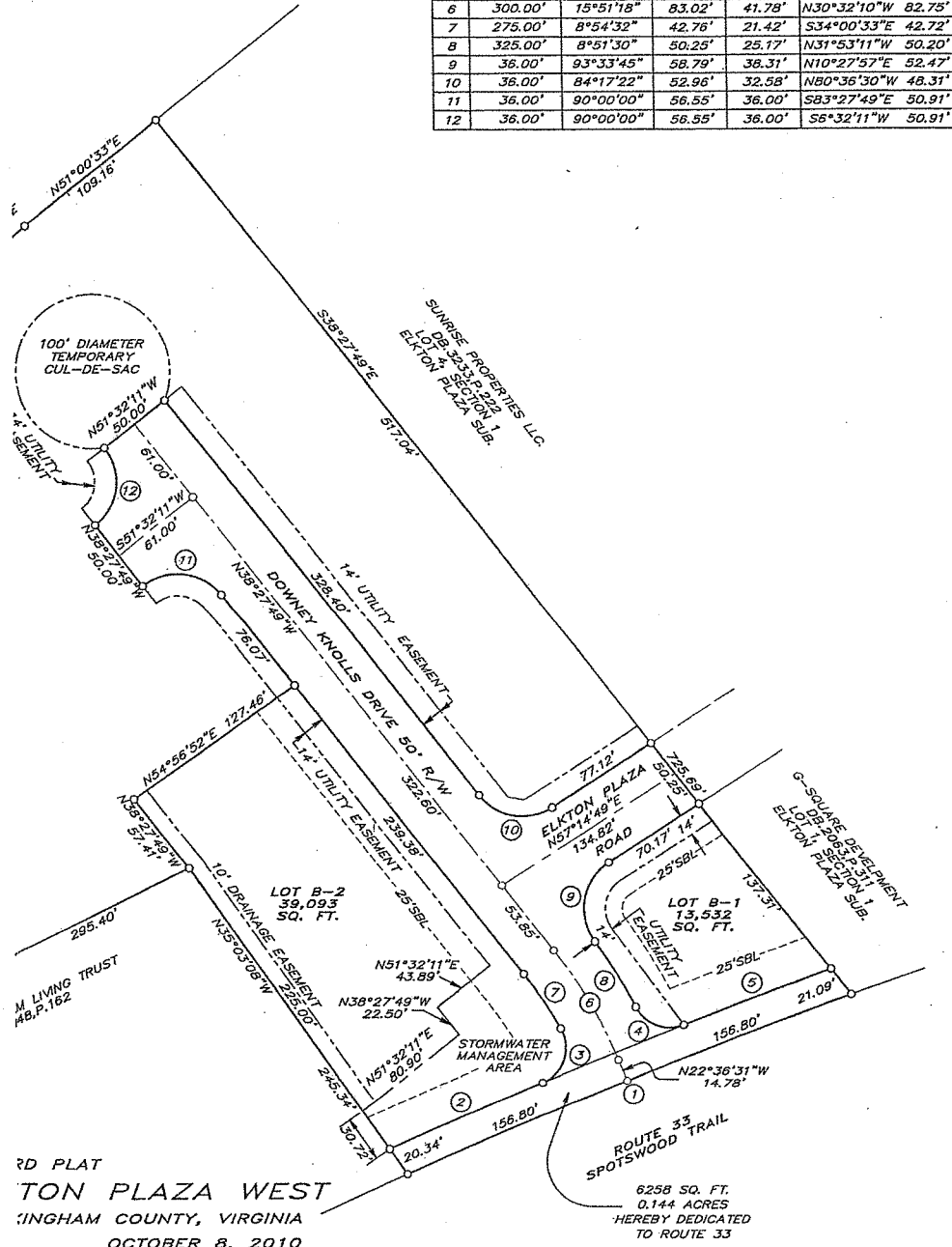
Commonwealth Of Virginia
Tanya P. Dinges - Notary Public
Commission No. 266814
My Commission Expires 3/31/2014

EXHIBIT A

LEGAL DESCRIPTION
OF THE PROPERTY

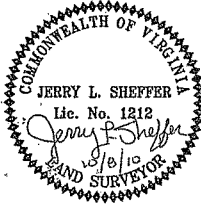
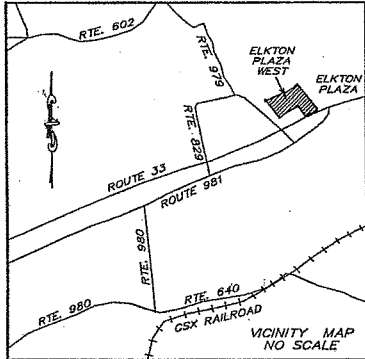
All that certain tract or parcel of land containing 9.100 acres, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, situate in the Town of Elkton, Rockingham County, Virginia, and being more particularly described on a subdivision plat entitled "Section 1, Elkton Plaza West, dated October 8, 2010, made by Jerry L. Sheffer, L.S., which said plat together with an owner's consent and dedication is of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 3833, page 717, LESS AND EXCEPT THEREFROM 0.144 acre (6,258 square feet) conveyed to the Commonwealth of Virginia Department of Transportation by Deed dated April 28, 2011, which is intended to be recorded prior hereto.

CURVE DATA					
NO.	R	Δ	ARC	TAN	CHORD
1	3874.72'	4°38'14"	313.60'	156.89'	S67°47'22"W 313.52'
2	3894.72'	1°36'40"	109.51'	54.76'	S66°13'18"W 109.51'
3	25.00'	96°34'55"	42.14'	28.05'	S18°44'11"W 37.33'
4	25.00'	84°02'43"	36.67'	22.53'	N69°28'47"W 33.47'
5	3894.72'	1°30'42"	102.76'	51.38'	S69°15'12"W 102.76'
6	300.00'	15°51'18"	83.02'	41.78'	N30°32'10"W 82.75'
7	275.00'	8°54'39"	42.76'	21.42'	S34°00'33"E 42.72'
8	325.00'	8°51'30"	50.25'	25.17'	N31°53'11"W 50.20'
9	36.00'	93°33'45"	58.79'	36.31'	N10°27'57"E 52.47'
10	36.00'	84°17'22"	52.96'	32.58'	N80°36'30"W 48.31'
11	36.00'	90°00'00"	56.55'	36.00'	S83°27'49"E 50.91'
12	36.00'	90°00'00"	56.55'	36.00'	S6°32'11"W 50.91'



RD PLAT
ELKTON PLAZA WEST
 KINGHAM COUNTY, VIRGINIA
 OCTOBER 8, 2010

ENGINEERING, P.C.
 MEYERS - PLANNERS
 1000 W. VERONA, VIRGINIA



CERTIFICATION

I, JERRY L. SHEFFER, A LAND SURVEYOR, LICENSED BY THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY OF SECTION 1, ELKTON PLAZA WEST WAS MADE BY ME AND THAT TITLE WAS OBTAINED BY BBWL PROPERTIES, LLC. BY DEED RECORDED IN DB.3777.P.244.

