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**DECLARATION
OF
ROLLA MILL BUSINESS & MEDICAL CENTER CODOMINIUMS**

**ARTICLE I
CREATION: DEFINED TERMS**

Section 1.1 Creation of the Condominium. Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended (the "Condominium Act"), LAKE FRONT PROPERTIES, LLC, a Virginia limited liability company (the "Declarant"), the fee simple owner of the land more particularly described on plat entitled "CONDOMINIUM SURVEY OF ROLLA MILL BUSINESS & MEDICAL CENTER, BEVERLEY MANOR DISTRICT, COUNTY OF AUGUSTA, VIRGINIA," attached hereto as Exhibit "D", hereby submits the Submitted Land, described on Exhibit A and the Additional Land described on Exhibit B, together with all improvements, easements, rights and appurtenances thereunto belonging to the provisions of the Condominium Act and hereby creates with respect to the Condominium Property, and expandable condominium.

Each Unit Owner shall own its Unit in fee simple absolute, and, in addition, will own an undivided fee simple interest in the Common Elements as a tenant in common with the other Unit Owners.

Section 1.2 Definitions.

(a) "Unit" shall mean a building located on the Submitted Land and identified as a "Unit" on the Plats and Plans (Exhibits "D" and "E", respectively) attached to this Declaration or to an Amendment to the Declaration annexing Additional Land. The boundaries of a Unit are defined in Section 2.3 hereof.

(b) "Common Elements" of the Condominium shall mean all portions of the Condominium Property other than the Units.

(c) "Phase" shall mean a portion of the Submitted Land or the Additional Land described by metes and bounds and identified on the Plats as a "Phase". When submitted to the Condominium, a Phase may be improved, that is, it may contain Units and/or Limited Common Elements, it may be unimproved, or it may be under development.

(d) "Convertible Land" shall mean a Phase submitted to this Declaration consisting solely of Common Elements within which additional Units and/or Limited Common Elements may be created in accordance with the provisions of the Condominium Act and Article XVIII, Section B hereof.

(e) "Unit Owner" shall mean (i) any natural person, whether one or more, holding fee simple title to a Unit or an undeveloped or under-development Phase when added to the Condominium; (ii) any corporation, partnership, limited liability company, association, trust or other entity legally capable of holding title to real property that owns fee simple title to an entire Unit or an undeveloped or under-developed Phase when added to the Condominium; provided that any corporation, partnership, limited liability company, association, trust, or other legal entity that holds such an interest solely as security for the performance of an obligation shall not be a Unit Owner solely by reason of that interest; and

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(iii) in the case of a Phase or portion of a Phase which becomes subject to a condominium regime subsequent to the recordation of this Declaration of Rolla Mill Office Complex by the recordation of an additional Declaration of condominium (a "Building Condominium"), the Unit Owner shall be the Unit Owners Association of the Building Condominium established by such subsequent Declaration, and all rights and obligations of such Building Condominium's Unit Owners Association in its capacity as a Unit Owner shall be exercisable solely by the Board of Directors of the Building Condominium's Unit Owners Association or its designated representative.

(f) "Condominium Property" shall include the Submitted Land and the Additional Land (as defined in Article VII(C) hereof) when such Additional Land is added to the Condominium, together with all improvements, easements, rights and appurtenances thereunto, including Units and Common Elements situated thereon.

(g) "Mortgagee" shall mean that term as defined in the Bylaws.

(h) "Development Mortgagee" shall mean the Mortgagee of the Declarant that is providing acquisition and/or development financing secured by a first priority lien on all or any portion of the Condominium Property.

(i) "Condominium Instruments" shall mean, collectively, this Declaration and all exhibits and attachments hereto, as the same may be subsequently amended or supplemented and recorded pursuant to the provisions of the Condominium Act.

Except as otherwise defined in this Declaration or in the other Condominium Instruments, all capitalized terms in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of the Condominium Act.

Section 1.3 Name of the Condominium. The condominium established hereby shall be known as ROLLA MILL BUSINESS & MEDICAL CENTER CONDOMINIUMS (the "Condominium").

Section 1.4 Architectural Review. Before construction, maintenance or repair can begin for any building, the owner shall provide building plans to the Declarant for review and approval. Building plans are to include a minimum of floor plans, foundation plan, roof plan, building section and all exterior elevations. Exterior elevations to show and note all exterior materials, including type of material, finish and color. The architectural guidelines for the Condominium are set forth in Exhibit F.

ARTICLE II UNITS

Section 2.1 Location of Units. The location and dimensions of the Units on the Submitted Land are shown on the "Plat" attached as Exhibit "D" hereto. The dimensions of each Unit on the Submitted Land are shown on the "Plans" attached as Exhibit "E" hereto.

Section 2.2 Common Element Interest; Voting.

(a) Pursuant to Section 55-79.55 of the Condominium Act, each Unit in the Condominium has been allocated a percentage undivided interest in the Common Elements of the Condominium, based upon size. The "size" of each Unit is the total number of square feet contained within a Unit determined by reference to the dimensions shown on the Plats and Plans.

(b) Each Unit shall be entitled to a percentage of the total votes in the Unit Owners Association based upon the proportion of each Unit's square footage as compared to the total square footage of all Units within the Condominium, as is more particularly set forth as the "Voting Percentage" in the Common Element Interest Table attached hereto as Exhibit B.

Section 2.3 Unit Boundaries. The boundaries of each Unit are as follows:

(a) **Upper and Lower (horizontal) Boundaries:** The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) **Upper Boundary:** The horizontal plane of the top of the roof of each Unit, including any improvements thereon, extending to the vertical boundaries of each Unit, and the air rights above the Unit.

(2) **Lower Boundary:** The horizontal plane of the bottom surface of the concrete floor slab of the lowest level of the Unit, extending to the vertical boundaries of each Unit.

(b) **Vertical (perimetric) Boundaries:** The vertical planes of the outside of the exterior walls of each Unit, extended to intersect each other and the Upper and Lower Boundaries.

(c) The Unit includes all portions of (i) the foundation of the building comprising the Unit; and (ii) any utility system and other apparatus serving only that Unit (whether or not located within the Unit boundaries), which apparatus is part of the Unit. Any portion of a utility system or other apparatus serving more than one Unit (e.g., pipes, conduits) which is located partially within and partially outside any Unit is part of the Common Elements. Any portion of any utility system or other component serving only one Unit which is located outside the Unit is a part of the Unit it serves. The Unit includes all doors, windows, lights, awnings, porticos, columns (whether structural or architectural) and any other item affixed to the exterior of a Unit.

(d) The Common Elements of the Condominium shall include all portions of the Condominium other than the Units.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the provisions of the Bylaws of the Rolla Mill Office Complex Unit Owners Association (the "Bylaws"), which are attached to this Declaration as Exhibit "C", shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Rolla Mill Office Complex Condominium Unit Owners Association (the "Unit Owners Association"). Additionally, each Unit Owner shall be responsible to correct at its sole cost,

any damage or condition requiring correction which exist directly beneath or above the horizontal boundaries of the Unit it owns except to the extent that a party other than the Unit Owner is required to perform such responsibility pursuant to any easement or other agreement or to the extent that such damage or condition has been caused by a party other than such Unit Owner. Each Unit Owner shall be responsible, at its sole costs and expense (except as otherwise provided in this Declaration with respect to Shared Charges) for the repair or replacement of any damage to any Unit or improvements therein or components thereof caused by that Unit Owner or its tenants, lessees, agents, guests, invitees, employees or licensees.

Section 2.5 Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units is permitted subject to compliance with the provisions therefor in the Bylaws and in Sections 55-79.69 and 55-79.70 of the Condominium Act.

Section 2.6 Declarant's Obligations to Complete Improvements. The Declarant has no obligation to complete improvements labeled on Exhibit "D" as "NOT YET COMPLETED" that have been begun but not yet completed and has no obligation to begin improvements labeled "NOT YET BEGUN." The size and capacity of the existing improvements within Phase 1 of the Condominium are as set forth on the Plats labeled as Exhibit "D" and Plans labeled as Exhibit "E".

ARTICLE III COMMON ELEMENTS

Section 3.1 Limited Common Elements.

(a) Except to the extent otherwise provided herein or in any of the other Condominium Instruments, the Declarant designates those items specified in Section 55-79.50(e) of the Condominium Act as Limited Common Elements, and designates those items which are marked and identified as "Limited Common Elements" on the Plats and Plans attached as Exhibits "D" and "E" hereto as Limited Common Elements. If, prior to settlement on a Unit, a person acquires the right to an assignable Limited Common Element, the Declarant shall evidence the right of such assignment in the deed to the Unit to which such Limited Common Element shall appertain, and shall execute and record an amendment to this Declaration assigning such Limited Common Element pursuant to the provisions of Section 55-79.58 of the Condominium Act. To the extent there is any inconsistency between this Declaration and the Plats and Plans, this Declaration shall control.

(b) Pursuant to Section 55-79.54(a)(6) of the Condominium Act, the Declarant reserves the exclusive right to assign any Common Element now part of or hereafter made part of the Condominium by an Amendment to the Declaration as a Limited Common Element for the exclusive use of a certain Unit or Units to which such Limited Common Element shall be appurtenant. The Board of Directors of the Unit Owners Association (the "Board of Directors") shall have the power in its discretion to designate from time to time any Common Element now part of or hereafter made part of the Condominium by an Amendment to the Declaration (and not previously designated by Declarant) as a Limited Common Element. In the event any portion of a Building Condominium is designated for residential use, the parking areas identified on Exhibit "D" as "Residential Unit Owner

Parking" shall be assigned as Limited Common Element by causing an appropriate amendment to this Declaration or to the Plans to be signed and recorded.

Section 3.2 Reserved Common Elements. Until the expiration of the Declarant Control Period as defined in Section 55-79.74.A, the Declarant, and thereafter the Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Unit Owners Association or to any Unit Owner and to establish reasonable charges for the use and maintenance thereof. The Common Elements or portions thereof so designated shall be referred to as Reserved Common Elements. Such designation by the Board of Directors shall not be construed as a sale or disposition of the Common Elements.

Section 3.3 Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve defective, obsolete or non-functional portions of the Common Elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's sole judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period and statutory limitations period applicable thereof.

ARTICLE IV EASEMENTS AND OTHER ENCUMBRANCES

Section 4.1 Easements, Rights-of-Way of Record. The Submitted Land is subject to certain easements, rights-of-way and covenants of record and shall be made subject to various utility easements from time to time. The location of existing easements and rights-of-way as well as the recording references wherein said easements and rights-of-way were imposed are shown on the Plat attached as Exhibit "D" hereto.

Section 4.2 Easement for Ingress and Egress, Lateral and Subjacent Support.

(a) Each Unit Owner shall have, in common with each other Unit Owner, a right of access, ingress and egress to and from the other Unit Owners' Units and to, from and through the Common Elements (with the exception of Limited Common Elements), subject to such reasonable rules, regulations and restrictions as may be imposed by the Board of Directors of the Unit Owners Association. Declarant hereby reserves a perpetual non-exclusive easement for the benefit of all Unit Owners and their tenants, lessees, guests, invitees, licensees, employees and agents over the sidewalks, walkways, paved areas, driveways, travelways and drive lanes and the Common Elements (with the exception of Limited Common Elements) now or hereafter located on the Condominium Property for reasonable and necessary pedestrian and vehicular ingress and egress to and from the improvements within the Condominium Property, and to and from all public and private roadways and streets serving the Condominium Property, subject to such reasonable rules, regulations and restrictions as may be imposed by the Board of Directors. To the extent reasonable, or if emergency means of vehicular or pedestrian ingress and egress are not otherwise available, the Limited Common Elements (if any) shall be subject to an easement for the benefit of Unit Owners and others legally entitled to use the same for vehicular or pedestrian ingress and egress to and from Units within the Condominium Property. The Declarant hereby reserves a perpetual non-exclusive easement for the benefit of all emergency and public safety vehicles and personnel over the sidewalks, walkways, paved

areas, driveways, travelways and drive lanes and the Common Elements now or hereafter located within the Condominium Property for ingress and egress to and from the improvements within the Condominium Property and to and from all public and private roadways and streets serving the Condominium Property.

(b) Subject to the requirements and limitations of this Article, every portion of a Unit which contributes to the structural support of other Units or the Common Elements shall be burdened with an easement of lateral and subjacent support for the benefit of every other Unit or Common Element.

Section 4.3 Declarant's Right to Grant Easements. The Declarant shall have the right, prior to the completion of the development of the entire Condominium Property and the release of all public improvement bonds relating to the Condominium Property, to grant and reserve easements and rights-of-way through, under, over and across the Condominium Property for construction purposes on the Submitted Land and on the Additional Land, and for the installation, maintenance and inspection of the lines and appurtenances for public or private utilities serving or benefiting all or any portion of the Units on the Submitted Land and the Additional Land, including, but not limited to, all pipes, cables, wires, conduits, utility lines, and other apparatus or equipment that furnish water, sewer, gas, electricity, microwave, wireless telecommunications, drainage, television (including, without limitation, cable and satellite), telephones, storm drains, storm pipes and storm water management and detention facilities (collectively, the "Utility Improvements"). Thereafter, the Unit Owners Association shall grant such easements for the benefit of the Additional Land at the Declarant's request. The Declarant hereby reserves the right to grant any easement, right-of-way and/or license required by any government or governmental agency over and through all of any portion of the Condominium Property.

Section 4.4 Easement for Development of Improvements on Submitted Land and Additional Land; Access to Units.

(a) There is reserved to the Declarant and/or its successors, such easements over, across and under the Condominium Property for the purposes of ingress and egress to, and construction, installation and maintenance of all improvements of the Submitted Land and Additional Land, including Utility Improvements as may be reasonably necessary for the development of the Submitted Land and Additional Land, the completion and improvement of Common Elements and for the normal operation of improvements and maintenance of any Unit or on any portion of the Common Elements.

(b) The Declarant reserves for itself and any party authorized by Declarant or the Board of Directors, the right of access to any Unit or Phase following reasonable notice to the Unit Owner or any tenant of the Unit Owner (except in the event of an emergency involving danger to persons or property, in which event the Declarant or Board of Directors shall give such Unit Owner such notice as may be reasonable under the circumstances) for the purposes set forth in Section 55-79.79 of the Condominium Act and Article VII of the Bylaws. Declarant or the Board of Directors, as the case may be, shall use reasonable efforts to coordinate such entry with the Unit Owner or its tenant so as not to materially adversely interfere with the operation of Unit Owner's business or the business of any tenant of Unit Owner. In the case of an emergency, such entry shall be immediate whether or not the Unit Owner or its tenant is present at the time of entry. Such entry shall be permitted only to perform warranty related work, for the benefit of any Unit or the Common

Elements, for ten years after the date of recordation of this Declaration (the "Development Period").

Section 4.5 Easements for Encroachments. Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to and as limited by Section 55-79.60 of the Condominium Act.

Section 4.6 Right of Entry; Easement for Removal of Common Elements. There is reserved to the Declarant and/or its contractors, agents and employees the right of entry onto the Common Elements of the Condominium for the purposes of improving, repairing, altering or restoring the Common Elements of the Condominium as Declarant may reasonably deem necessary. Declarant shall use reasonable efforts to coordinate its entry with Unit Owners or tenants thereof and shall provide at least 24 hours' notice prior to the commencement of any work; provided, however, that in the event of an emergency, no notice to Unit Owners or their tenants shall be required. Declarant and/or its agents shall have the right to remove and/or replace any and all Common Elements. This easement does not allow the Declarant to remove any land or item except for repair or replacement.

Section 4.7 Easement for Construction.

(a) **Mutual Rights for Construction.** There is hereby reserved to each Unit Owner, for the benefit of its Unit, perpetual blanket easements and rights of passage on, through, over, under and across all unimproved portions of the Condominium Property and all paved portions of the Condominium Property to the extent reasonably necessary for the following purposes: (i) ingress and egress to and from any and all portions of the Condominium Property by trucks, construction equipment, construction personnel and the like to facilitate and enable the construction renovation, remodeling, repair or modification of any improvement of a Unit ("Development") in accordance with this Declaration; (ii) to repair and replace streets, roads, driveways, lanes, sidewalks and parking spaces within the Condominium Property damaged during Development and caused by such Development and (iii) for the conduct of all other development, construction, and related activities as are deemed necessary or desirable by a Unit Owner in connection with any Unit Development. The Declarant hereby reserves for the benefit of each of the Unit Owners the right to establish, modify and enforce rules and regulations in its reasonable discretion and perform such other acts as the Declarant shall determine to be advisable with respect to Unit Development.

(b) **Utility Improvements.** Each Unit Owner shall cooperate with each other Unit Owner in accordance with this Declaration in any construction, installation, hook-up, inspection, replacement, repair, removal, maintenance and use of the Utility Improvements, and further including the right to have reasonable access over or through the portions of the Units and/or Phases in the immediate vicinity of the Utility Improvements for construction vehicles, personnel and equipment for purposes of performing same.

(i) The maintenance, repair and replacement of all Utility Improvements which serve more than one but less than all Units and which are not subject to the provisions of the Deed of Easement (as defined in Article XVI hereof) shall be the joint responsibility of the Unit Owners of such Unit, the costs of which shall be shared among them based upon their proportionate size relative to each other or except as may otherwise be set forth in this Declaration. Notwithstanding the foregoing, each Unit Owner shall be

responsible, at its sole expense, for the repair of any damage to any Utility Improvements caused by that Unit Owner, or its tenants, lessees, agents, employees, guests, invitees, or licensees.

(ii) Connections to any of the Utility Improvements shall be made at the points most convenient or necessary, provided that such connections shall not cause any of the Utility Improvements to be burdened beyond their capacity. None of the Utility Improvements shall be located under the existing or proposed site of any building or other improvements except as otherwise agreed to by the affected Unit Owners in writing. The easements and rights set forth in this Article are intended to permit the orderly development and use of the Units by all Unit Owners. Whenever reasonably feasible, the Utility Improvements and related, construction and development activities shall be located entirely within the Unit(s) served thereby.

(iii) The Declarant hereby reserves for the benefit of each of the Unit Owners the right (i) to establish, modify and enforce rules and regulations with respect to the Utility Improvements; (ii) to enter into, modify and terminate additional easements and other agreements pertaining to the use, operation and maintenance of the Utility Improvements; (iii) to relocate any of the Utility Improvements; (iv) to temporarily or permanently cut-off any Utility Improvements; (v) to change the size, location, and/or nature of the Utility Improvements; and (vi) to do and perform such other acts with respect to the Utility Improvements as the Declarant shall determine in its reasonable discretion to be advisable.

(c) **Construction and Development.** Any and all work performed in connection with the easements granted by this Section, shall be performed at the sole risk and expense of the Unit Owner(s) benefited thereby (the "Benefited Owner") in a manner that complies with all applicable governmental laws, rules, orders and regulations and that does not unreasonably interfere with the use, enjoyment and development of that portion of Unit(s) or Common Elements upon which the work is being performed (the "Burdened Land") by the Unit Owner thereof (the "Burdened Owner") or its tenants, lessees, employees, guests and/or invitees. Any and all actual damage caused by or in connection with the performance of such work shall be promptly repaired by and at the cost of the Benefited Owner, including, without limitation, appropriate grading, compacting, seeding and landscaping. In the event that any liability, loss or damage (but expressly excluding any and all indirect, consequential and punitive damages) is caused by the Benefited Owner as a result of the exercise of the easement rights granted by this Article, such Benefited Owner shall and hereby agrees to indemnify, defend and hold each other Unit Owner and the Unit Owners Association, with respect to the Common Elements, harmless from any and all such liability, loss or damage.

(d) **Construction by Declarant.** Declarant expressly reserves the right to enter the Units and Common Elements for the purpose of performing such construction or remediation as Declarant shall deem advisable in conjunction with its construction of Units and/or Common Elements. Declarant shall further have the unrestricted right to temporarily store in or upon the Common Elements such building and construction equipment or supplies used in connection with its construction activities. The right herein reserved shall be deemed to include the right of Declarant to temporarily locate upon the Common Elements such temporary construction trailers or offices as may in Declarant's sole judgment be deemed necessary for its construction activity, provided that such construction

trailers or offices do not unreasonably interfere with the use, enjoyment or development of that portion of the Common Elements upon which such trailers or offices are placed. Upon completion of said construction or remediation the Declarant shall repair or replace any portion of a Unit or the Common Elements damaged by the aforesaid use in order to restore the Unit or Common Element to its condition prior to the commencement of the said use.

(e) **Further Assurances.** The Unit Owners and the Unit Owners Association shall execute such further assurances as may be necessary or desirable to give further evidence of the easements granted by this Section, including the granting of a specific easement or easements described by metes and bounds, all at the sole cost and expense of the Benefited Owner; provided, however, that the Benefited Owner shall obtain, at its sole expense, and deliver to the Burdened Owner and the Unit Owners Association, in the case of easements affecting the Common Elements, a survey showing the exact location of the easement or easements requested and such other details of the work to be performed on the Benefited Land in connection with such easements, as may be reasonably requested by the Burdened Owner or the Unit Owners Association.

(f) **Governmental Agencies.** If any applicable governmental agencies or utility companies require the execution of any customary easements, deeds, plats, dedications or other similar instruments for purposes of the installation, construction, reconstruction, alteration, maintenance, repair, operation and/or inspection of any Utility Improvements, the Unit Owner of the Unit or Phase upon which the Utility Improvements are to be located shall promptly execute, or consent to the execution of, all such easements, deeds, plats, dedications or other similar instruments, and the Unit Owners and Unit Owners Association shall execute such confirmatory and supplemental instruments as may be reasonably required in connection therewith all at the sole cost and expenses of the applicable Benefited Owner.

(g) **Prior Notice.** Prior to commencement of any work in connection with the easements granted by this Section, the Benefited Owner shall, in each instance, furnish the Burdened Owner(s) and the Unit Owners Association with at least ten (10) business days prior written notice of its intent to perform such work (except that in the case of an emergency no notice shall be required) together with its plans and specifications for such work and certificates of insurance in form and amounts and from insurers reasonably satisfactory to the Burdened Owner(s) and the Unit Owners Association, evidencing proper general liability and property damage insurance covering the work to be performed and naming the Burdened Owner, the Unit Owners Association and their designees as additional insureds as their interests may appear.

Section 4.8 Characteristics of Easements. Except as otherwise provided in this Declaration, all easements created by this Declaration are appurtenant to and run with the Condominium Property, are non-exclusive, may be used by the successors, assigns, agents, employees, tenants, subtenants, lessees, sublessees, licensees, invitees, and guests of a Unit Owner, and shall continue in full force and effect until the termination of this Declaration. The rights and easements of enjoyment created herein are subject to the right of the Board of Directors to adopt rules and regulations governing the use of the Common Elements.

Section 4.9 Exercise of Easements. To the extent that this Declaration or the Condominium Act establishes easements for the benefit of the Unit Owners, each Unit

Owner shall have all rights and privileges reasonably necessary to the exercise of such easements as shall not be inconsistent with the rights and privileges of the other Unit Owners and the Unit Owners Association; provided, however that the Unit Owner shall take reasonable steps to minimize any damage to any portion of the Condominium Property or inconvenience to the other Unit Owners as a result of its exercise of such rights and privileges. If there is any material damage or alteration to any portion of the Condominium Property or inconvenience to the other Unit Owners as a result of its exercise of the easements established by this Article, the Unit Owner shall restore the Condominium Property as nearly as possible to its condition that existed immediately prior to the exercise of such easements. The Unit Owner's exercise of the easements established by this Article shall not unreasonably interfere with the use and enjoyment of the Units or Common Elements by other Unit Owners. Each Unit Owner, on its own behalf and on behalf of its respective successors and assigns, hereby agrees to defend, indemnify and hold harmless the other Unit Owners and the Unit Owners Association, and their respective successors and assigns, from and against any loss, claims, liability, or damage (including reasonable attorneys' fees and court costs) arising out of or resulting from the Benefited Owner's exercise of the easements established by this Article. Any provision of this Declaration to the contrary notwithstanding, any Unit Owner's exercise of the easements established by this Article shall be subject to the provisions of Article V of this Declaration.

Section 4.10 Easement to Facilitate Sales. The Declarant reserves the right on behalf of itself, its duly authorized agents, representatives, employees and affiliates (collectively, "Agents"), to use any Units owned or leased by the Declarant or any portion of the Common Elements as management offices, sales offices, customer service offices, construction staging areas and for all purposes related thereto. The Declarant reserves the right on behalf of itself and all Agents to relocate the same from time to time within the Condominium. The Declarant further reserves the right on behalf of itself and all Agents to maintain on the Condominium Property advertising signs and banners, which may be placed in any location and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant and all Agents shall have the right to establish or erect temporary offices on any portion of the Condominium Property (within Units or Common Elements) for models, sales offices, management offices, customer services and similar purposes, and to reserve parking spaces therefor. This easement shall continue until the Declarant has conveyed all interest it may have (including the rights of a lessee under a lease) in Units in the Condominium to Unit Owners other than the Declarant or its affiliates and Declarant has secured the release of all public improvement bonds related to the Condominium Property. The foregoing reserved rights shall not apply to the extent and if such uses are prohibited by the terms of a written agreement to which the Declarant or an affiliate of Declarant is a party.

Section 4.11 Easement for Parking. All Unit Owners, their tenants, lessees, guests, invitees, licensees, employees and agents shall have the non-exclusive right in common with all others to use all parking areas (except for those parking areas assigned as Limited Common Elements or designated as Reserved Common Elements) subject to any and all reasonable rules and regulations established by the Board of Directors.

Section 4.12 Easement to Facilitate Expansion. Declarant shall have as to both the Submitted Land and the Additional Land all easements set forth in Section 55-79.65 of the Condominium Act.

**ARTICLE V
UNIT DEVELOPMENT AND CONSTRUCTION**

Section 5.1 Unit Development. Subject to the provisions of this Declaration, the Bylaws and all applicable laws and regulations, and with the prior written consent of the Declarant during the Development Period, each Unit Owner may construct, reconstruct, renovate, remodel, repair and/or modify a Unit and the improvements within its Unit, and each Unit Owner shall have the right to conduct future construction and development activities on any Phase to which the Unit Owner holds fee simple title and/or make changes in the use of the Unit and other improvements within its Unit. The development of any Unit shall occur only during such times as established by applicable governmental regulations and shall be in accordance with the approved site plan for the Condominium Property. In no event shall any Unit Owner (1) cause or permit any actions with respect to its Unit that would result in any portion of the Condominium Property being in violation of applicable zoning laws and subdivision regulations, or (2) fail to comply with the approved site plan applicable to the Condominium Property, as such site plan may be amended from time to time. The site plan for the Condominium Property may only be amended by or with the prior written consent of the Declarant. The Declarant shall have final approval of the site plan for each Unit.

Section 5.2 Cooperation.

(a) Subject to the provisions of this Declaration and the Bylaws, each Unit Owner shall cooperate with each other Unit Owner in any construction, reconstruction, improvement or subdivision of such other Unit Owner's Unit which is in accordance with the Condominium Act, this Declaration, the Bylaws and all other applicable laws and regulations. Without limiting the generality of the foregoing, upon written request by any Unit Owner (the "Requesting Owner"), any other Unit Owner (the "Cooperating Owner") shall execute, join in, and in good faith support, any and all applications, approvals, permits, easements, rights-of-way, and other instruments of any kind whatsoever as may be deemed necessary or desirable by the Requesting Owner, in its sole discretion, in connection with the Requesting Owner's Unit Development; provided, however, that (i) the Requesting Owner shall defend, indemnify and hold the Cooperating Owner harmless from and against any and all liability, cost and expense in connection therewith, (ii) such cooperation shall not cause the then existing or proposed Unit Development of the Cooperating Owner to be in violation of or otherwise not in conformance with zoning requirements and applicable laws and regulations, and (iii) such cooperation shall not materially and adversely interfere with the planned or actual use or operation of the Cooperating Owner's Unit or improvements thereon. Any easements or rights-of-way granted pursuant to this subsection shall be granted without consideration.

(b) If reasonably requested by a Mortgagee, prospective purchaser, lessee, or similar party, the Unit Owners Association or any Unit Owner shall execute and deliver an estoppel certification upon not less than ten (10) days prior request, which, if applicable, shall include a statement certifying that the Declaration and Bylaws are unmodified (except as identified in the estoppel certificate) and in full force and effect, that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating such other matters with respect to this Declaration and the Bylaws as may be requested.

Section 5.3 Unit Development Amendments. Subject to the provisions of this Declaration and the Bylaws, each Unit Owner shall cooperate with each other Unit Owner and the Declarant in connection with any and all amendments to this Declaration and the Bylaws as may be reasonably necessary to reflect any Unit Development done in accordance with this Article and as may be deemed necessary or desirable by the Unit Owners or the Declarant to properly reflect the agreement of the Unit Owners with respect to the ownership, maintenance, operation or use of the Condominium Property.

**ARTICLE VI
RIGHT TO LEASE OR SELL UNITS**

Declarant shall own in fee simple each Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant on such terms and conditions as may be acceptable to Declarant.

**ARTICLE VII
OPTION TO EXPAND CONDOMINIUM**

Declarant hereby expressly reserves unto itself and its successors and assigns the option and right to expand this Condominium in accordance with to Section 55-79.63 of the Condominium Act and the provisions of this Article VII.

(a) Expansion of the Condominium shall be at the sole option of the Declarant and shall not require the consent of any Unit Owner or Mortgagee, except for the Development Mortgagee.

(b) This option to expand the Condominium project shall expire seven (7) years after the date of recordation of this Declaration if not sooner exercised; however, the Declarant may, at any time prior to the expiration of such period, terminate its option to expand the Condominium by recording among the Land Records an executed and notarized document terminating this option.

(c) The metes and bounds of that property which may be added to this Condominium is set forth in "Exhibit B" attached hereto and made a part hereof by reference (the "Additional Land").

(d) The Declarant expressly reserves the right to add any or all portions of the Additional Land to the Condominium at any time, at different times, in any order, without limitation; provided, however, that the Additional Land shall not exceed the total area of all of that parcel described in "Exhibit B" except for non-material minor boundary adjustments to said parcel. Both the Submitted Land and the Additional Land are graphically depicted on the Plats attached to this Declaration as "Exhibit D."

(e) At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed fourteen (14) Units and the maximum number of Units in the Condominium as a whole will not exceed fifteen (15) Units.

(f) The Declarant expressly reserves the right to create Limited Common Elements upon the Additional Land and to designate Common Elements on the Additional

Land which may be subsequently assigned as Limited Common Elements. The Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) The Declarant makes no assurances as to the location on the Additional Land of Common Elements or Units, and makes no assurances as to the type of Units that may be constructed on the Additional Land.

(h) All Units constructed on the Additional Land shall be for uses permitted by the zoning ordinance governing the Property. The Declarant reserves the right but not the obligation to construct service facilities, administrative offices, and other such ancillary facilities on such portion or portions of the Additional Land as it deems necessary for the purpose of serving the Condominium, but makes no assurances that such improvements will be compatible in quality, materials and style with the improvements on the Submitted Land.

(i) The Declarant makes no assurances regarding the quality of construction, the principal materials to be used or architectural style of the improvements which may be constructed on the Additional Land; provided, however, that no Unit will be constructed on the Additional Land that has not been approved by the applicable governing authorities.

(j) The allocation of Common Element Interests for Units created on the Additional Land shall be on a proportionate basis based on square footage of each Unit. In the event that the Condominium is expanded to include any portion of the Additional Land, the Common Element Interests of all Units in the Condominium shall be reallocated based on the square footage of each Unit as it relates to the total square footage of all Units of the Condominium.

(k) In the event the Declarant does not add or adds and then subsequently withdraws all or any portion of the Additional Land in accordance with Section 55-79.54(d) of the Condominium Act, the Declarant shall have the unrestricted right to demolish, construct, alter and operate without restriction, and for any lawful purpose, any improvements located on the Additional Land.

**ARTICLE VIII
OPTION TO CONTRACT CONDOMINIUM**

Declarant hereby expressly reserves unto itself and its successors and assigns the option and right to contract this Condominium in accordance with Section 55-79.64 of the Condominium Act and the provisions of this Article VIII.

(a) Contraction of the Condominium shall be at the sole option of the Declarant and shall not require the consent of any Unit Owner or Mortgagee, except for the Development Mortgagee.

(b) This option to contract the Condominium project shall expire seven (7) years after the date of recordation of this Declaration if not sooner exercised; however, the Declarant may, at any time prior to the expiration of such period, terminate its option to contract the Condominium by recording among the land records of Augusta County, Virginia, an executed and notarized document terminating this option.

(c) The Declarant expressly reserves the right to withdraw any or all portions of the Land from the Condominium at any time, at different times, in any order, without limitation.

**ARTICLE IX
PRIORITY OF MORTGAGES**

Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any right or Mortgagees.

**ARTICLE X
NO OBLIGATIONS**

Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant, or its successors or assigns, any obligation of any nature to build or provide any buildings except to the extent required by the Condominium Act.

**ARTICLE XI
BYLAWS OF THE CONDOMINIUM**

Pursuant to Section 55-79.73.A of the Condominium Act, the Bylaws attached as "Exhibit C" to this Declaration, are recorded simultaneously herewith to provide for the self-government of the Condominium by an association of all the Unit Owners (the "Unit Owners Association").

**ARTICLE XII
SPECIAL DECLARANT RIGHTS**

Special Declarant Rights shall be those specified in Section 55-79.41 of the Condominium Act. Any transfer of any Special Declarant Right shall be in accordance with Section 55-79.74:3 of the Condominium Act.

**ARTICLE XIII
AMENDMENT TO DECLARATION**

This Declaration may not be modified or amended except (i) with the prior written approval of the Development Mortgagee any Unit Owner or Unit Owners that would be materially, adversely impacted by such amendment (such Unit Owner or Unit Owners shall act upon such proposed modification or amendment within forty-five (45) days of a request, and, if no response by the Unit Owner or Unit Owners is received by the Unit Owners Association within 45 days of such request, the modification or amendment shall be deemed approved); and (ii) by approval of Unit Owners holding at least a sixty-five percent (65%) interest in the Common Elements of the Condominium as set forth in Exhibit "A-1" of the Declaration. Declarant reserves the right and power to unilaterally amend this Declaration at

any time and from time to time (i) to comply with requirements of any governmental agency or any public, quasi-public or private entity which purchases, sells, insures or guarantees mortgages covering Units (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee such mortgages, (iii) to bring this Declaration into compliance with the Condominium Act, or (iv) as permitted by the Condominium Act. Notwithstanding the foregoing, no amendment to this Declaration may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Declarant without the prior written consent of the Declarant. Declarant reserves the right to unilaterally create Convertible Lands or Withdrawable Lands within any portion or portions of the Additional Land hereafter added to the Condominium. Any amendment to this Declaration shall be recorded in accordance with the requirements of the Condominium Act.

ARTICLE XIV SHARED CHARGES

The control, operation, maintenance, repair and replacement of the Common Elements shall be the responsibility of the Developer and the Unit Owners Association. The costs for the operation, maintenance, repair and replacement of the Common Elements shall be a component of the Unit Owners Association budget and shall be the joint responsibility of the Declarant and the Unit Owners, in accordance with the Association budget. The Declarant shall be responsible to pay for the fractional interest allocated to all Units, whether created or not, as set forth on Exhibit A-1, that have not been created or have been created and not conveyed to a third party.

ARTICLE XV REAL ESTATE TAXES

All real estate taxes, governmental assessments and other public charges (collectively "Taxes") relating to any Unit including, without limitation, any improvements located or constructed thereon, shall be the sole responsibility of and shall be paid prior to delinquency by the Unit's Owner. If any Unit is subject to a subsequent condominium regime, the individual owners of units in such condominium shall be responsible for the payment of Taxes in accordance with the governing documents for such condominium.

ARTICLE XVI SEVERABILITY

If any provision of the Condominium Instruments is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Condominium Instruments shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Condominium Instruments, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance.

ARTICLE XVII FUTURE DEVELOPMENT BY DECLARANT

(a) The Declarant reserves, for itself and its successors and assigns, the right to create a Building Condominium on all or any portions of the Additional Lane of the

Condominium; provided, however, that the creation of any Building Condominium shall not impose any additional obligations on nor diminish the rights granted to other Unit Owners pursuant to this Declaration. The creation of such Building Condominium shall be at the sole option of the Declarant and shall not require the consent of any Unit Owner or Mortgagee except for the Development Mortgagee.

(b) The Declarant may designate as Convertible Land all or any portion of the Additional Land at any time all or any portion of the Additional Land is submitted to the Condominium. The improvements erected on the Convertible Land will comply with applicable building codes and governmental regulations in terms of quality, material and style, but need not be constructed of the same quality, materials or style as the improvements on the Submitted Land. All of the reservations and the assurances set forth in Articles VII and VIII of this Declaration shall apply to the Convertible Land; provided, however, that at such time as the Convertible Land created from the Additional Land is completely converted, the maximum number of Units on such Convertible Land as an aggregate will be not more than 14. The conversion of such Convertible Land shall be made pursuant to Section 55-79.61 of the Condominium Act.

(c) The Declarant reserves, for itself and its successors and assigns, the right to submit any Phase of the Additional land to a condominium regime, the units of which will consist of parcels of land (a "Land Condominium"). In such event, the Declarant and the owner of a unit created pursuant to the Land Condominium (a "Land Condominium Unit"), at their sole option, and without the consent of any Unit Owner or Mortgagee, shall have the right to submit the Land Condominium Unit to this Declaration as a Phase of Submitted Land identified on, and by reference to, Exhibit "D" hereof in accordance with Section 55-79.59 of the Condominium Act.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed on this 29th day of OCTOBER 2009.

Lake Front Properties, LLC

By: *Mack H. Wyatt*
Mack H. Wyatt, Member

By: *P. J. Wright, Jr.*
P. J. Wright, Jr., Member

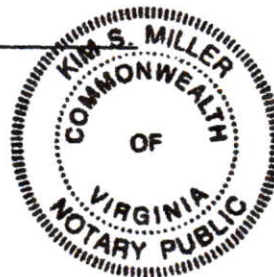
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF STANTON, to-wit:

The foregoing was acknowledged before me this 29th day of OCTOBER 2009 by Mack H. Wyatt and P. J. Wright, Jr., Members of Lake Front Properties, LLC on behalf of said limited liability company.

K. S. Miller
Notary Public
Registration No. 107863

My commission expires 3/31/2013



PG0077 OCT 30 2008

Exhibit A

Submitted Land

Rolla Mill Business & Medical Center Condominiums

Beginning at a point on the south side of Grinding Mill Lane a corner to Lot 57, Block 2, Rolla Mill, Unit 7, and running with the south side of Grinding Mill Lane and Rolla Mill Road with a curve to the left having a length of 64.52', a radius of 845.98 with a chord bearing of N 66° 53' 43" E., thence with a curve to the right having a length of 36.54', a radius of 25.00' with a chord bearing of S 73° 24' 58" E, thence with a curve to the left having a length of 151.48', a radius of 426.14' with a chord bearing of S 41° 43' 49" E, thence leaving Rolla Mill Drive with two lines of Mack H. Wyatt, S 37° 38' 33" W 169.17', thence S 52° 13' 00" E 16.23', thence with Burkhill & Associates S 32° 00' 22" E 57.30' to a point, thence by new lines N 61° 04' 40" W 136.30 feet to a point, thence S 28° 55' 20" W 95.95' to a point, thence N 60° 37' 51" W 48.02' to a point, thence N 28° 58' 16" E 20.60' to a point thence, N 61° 04' 40" W 70' to a point in the line of Lot 55, Block 2, Rolla Mill Unit 7, and thence with Lot 55 N 28° 55' 20" E 49.77 to a corner of Lot 55 and Lot 56, thence with Lot 56 N 63° 53' 35" E 68' to a corner of Lot 56 and 57 and with three lines of Lot 57 N 66° 03' 25" E 98.13, N 37° 04' 31" E 64.52 feet and N 20° 55' 10" W 71.74 feet to Grinding Mill Lane, point and place of beginning, containing 1.278 acres.

And being a portion of the same property that was acquired by Lake Front Properties, LLC by deed of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia, as Instrument No. 060014918.

Exhibit A-1
Rolla Mill Business and Medical Center Condominiums
Common Element Interest Table

Pad Site 1	Unit 1				
Pad Site 2	Unit 2			1500 sf	5.93%
Pad Site 3	Unit 3			4004 sf	15.81%
Pad Site 4				1800 sf	7.10%
				4500 sf	17.79%
	Unit 4A	1500 sf	5.93%		
	Unit 4B	1500 sf	5.93%		
	Unit 4C	1500 sf	5.93%		
Pad Site 5				3000 sf	11.86%
	Unit 5A	1500 sf	5.93%		
	Unit 5B	1500 sf	5.93%		
Pad Site 6	Unit 6			1500 sf	5.93%
Pad Site 7				3000 sf	11.86%
	Unit 7A	1500 sf	5.93%		
Pad Site 8	Unit 7B	1500 sf	5.93%		
				3000 sf	11.86%
	Unit 8A	1500 sf	5.93%		
	Unit 8B	1500 sf	5.93%		
Pad Site 9				3000 sf	11.86%
	Unit 9A	1500 sf	5.93%		
	Unit 9B	1500 sf	5.93%		
TOTAL				25,304 sf	100%

NOTES TO COMMON ELEMENT INTEREST TABLE

1. Unit 7B is the only unit being created with this Declaration and no other Units have been created.
2. The identifying number for each Condominium Unit is the Unit Number, as set forth above in this Exhibit. The identifying number is a sufficient legal description of the Condominium Unit for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated, the deed book and page number (or instrument number) where the first page of the Declaration is recorded and date of recordation of the Declaration.
3. The listed Fractional Interest for each Unit is based upon the formula set forth herein and in the Declaration. The Common Element Interest shown for each Unit is subject to change if the Declarant or the Board of Directors at the request of any Unit Owner changes the Fractional Interest allocated to a Unit pursuant to the procedures set forth in Sections 55-79-69 or 55-79.70 of the Condominium Act as permitted by the Declaration and the Bylaws of the Condominium.
4. The Fractional Interest also is the fraction appurtenant to each Unit for votes and common expense liability. The Declarant is responsible for the fractional common expense liability and has the right to vote for all Units not conveyed to third parties whether the Units have been created or not.

PG0079 OCT 30 2018

Exhibit B

Additional Land

Rolla Mill Business & Medical Center Condominiums

Beginning at a point in the line of Burkhill & Associates and running thence S 32° 00' 22" 101.65' to a corner with Theodore Shuey, Jr., thence with three of his line S 25° 37' 40" W 159.94', thence S 63° 16' 35" E 26.16' to a point, thence S 46° 20' 36" W 150.79', to a corner with TGS Holdings, LLC, and running thence with two of their lines S 70° 45' 20" W 197.45', thence S 12° 21' 31" W 95.52', to a point in Theodore G. Shuey, Jr. thence with his line N 81° 20' 11" W 98.10' to a corner with J. R. Ritenour, and with his line N 85° 45' 55" W to a common corner of Lot 48 and Lot 49, Block 2, Rolla Mill, Unit 7 and with the line of Lot 49 and Lot 50 N 51° 38' 02" E 302.40', thence with the line of Lot 51 S 77° 46' 35" E 31.32' and with the line of Lot 51, Lot 52, Lot 53, Lot 54 and Lot 55, N 28° 55' 20" E 400.77' to a point and thence by new lines with the "Submitted Land" S 61° 04' 40" E 70', thence S 28° 58' 16" W 20.60', thence S 60° 37' 51" E 48.02', thence N 28° 55' 20" E 95.95', thence S 61° 04' 40" E 136.30' to the point and place of beginning, containing 3.520 acres.

And being a portion of the same property that was acquired by Lake Front Properties, LLC by deed of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia, as Instrument No. 060014918.