

FOR

HAMMOND PROFESSIONAL PARK CONDOMINIUMS

ARTICLE 1

CREATION; DEFINED TERMS

Section 1.1. Creation of the Condominium. Pursuant to the provisions of chapter 4.2 of title 55 of the Virginia Code (the Condominium Act), PEOPLES DRIVE DEVELOPMENT, LLC, a Virginia limited liability company ("Declarant") hereby creates a condominium comprised of the land described as Submitted Land in Exhibit A, located within the City of Harrisonburg, Virginia ("Land"), together with all improvements thereto and all easements, rights, and appurtenances thereunto appertaining ("Property").

Section 1.2. Defined Terms. Except as otherwise defined herein or in Section 1.3 of the Bylaws comprising Exhibit B, all terms used in the condominium instruments shall have the meanings specified in section 55-79.41 of the Condominium Act. All exhibits referred to in the condominium instruments are exhibits to this Declaration.

Section 1.3. Name of Condominium. The name of the condominium is HAMMOND PROFESSIONAL PARK CONDOMINIUMS ("Condominium").

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location and dimensions of each building on the Land are depicted on the "Plats" labeled as Exhibit C.

Section 2.2. Units. The location of units within each building on the Land and their dimensions are shown on the "Plans" labeled as Exhibit D, unless such unit is a "land unit" as further described in Section 2.3 below. The Common Element Interest Table attached as Exhibit E is a list of all units, their identifying numbers, location (all as shown more fully on the Plats and Plans) and the Common Element Interest appurtenant to each unit determined on the basis of "par value." The "par value" of each unit contained within a building is the total number of square feet contained within the building unit determined by reference to the dimensions shown on the Plats and Plans. . If Phase II is submitted to this Declaration, the "par value" of the unit on Phase II if such unit consists of land and does not contain a building is the total number of square feet of land contained within the land unit, as determined by reference to the metes and bounds description of such land, divided by 10.

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

(a) The boundaries of each existing unit are as follows:

(i) Horizontal (upper and lower) Boundaries: There are no upper and lower boundaries of the unit.

(ii) Vertical (perimetric) Boundaries: The vertical boundaries of the unit are the vertical planes which include the back surface of the wallboard between units and the outer surface of the exterior finish of all walls bounding the unit extended to intersections with each other.

(b) If the Additional Land in Phase II, as described in Exhibit A and shown on the Plats attached hereto as Exhibit C, remains unimproved, the Declarant shall have the right to create units of land from such Additional Land and to add such land units into the Condominium. In such event, the maintenance responsibility, assessment liability, and voting rights corresponding to such land units shall be as set forth on the exhibits to this Declaration. (The boundaries of the units currently comprising the Condominium shall be defined as in subsection (a) above). The boundaries of land units added to the Condominium from the Additional Land identified on Exhibit C shall be:

(i) Horizontal (upper and lower) Boundaries: There are no upper and lower boundaries of the unit.

(ii) Vertical (perimetric) Boundaries: The vertical boundaries of the unit are the Phase lines as described by metes and bounds on Exhibit A and as shown on the on the Plats attached hereto as Exhibit C.

Declarant shall have the right make improvements on Phase II and to submit such land and improvements to the Declaration and create units thereon with unit boundaries as described in Section 2.3(a) above.

Until such time as Phase II is added to the Condominium and submitted as land units or building units, the Additional Land in Phase II shall remain as Common Elements.

(c) The unit includes any heating and air conditioning apparatus serving only that unit (whether or not located within the unit boundaries). Any portion of a utility system or other apparatus serving more than one unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the unit is part of the common elements. Any portion of a utility system (other than heating and air conditioning) serving only one unit which is located outside the unit is a limited common element appurtenant to that unit.

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

description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the unit owner and the Association.

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 Sections 5.7 and 8.5 of the Bylaws and in sections 55-79.69 and 55-79.70 of the Condominium Act.

### ARTICLE 3

#### COMMON ELEMENTS

##### Section 3.1. Limited Common Elements.

(a) The locations of the common elements to which each unit has direct access are shown on the Plats and Plans; pursuant to section 55-79.55 of the Condominium Act, any such common element designated as such is a Limited Common Element appurtenant to that unit.

(b) A portion of the common elements is marked on the Plans as "Possible Limited Common Elements." This portion of the common elements includes all of the parking spaces located on the land surrounding the units on each Phase of the Condominium. Pursuant to section 55-79.54(a)(6) of the Condominium Act, the Declarant reserves the exclusive right to assign these parking spaces as limited common elements for the exclusive use of certain unit owners to whose units these parking spaces shall become appurtenant. The Declarant may assign such a common element as a limited common element parking space pursuant to the provisions of section 55-79.57 of the Condominium Act by causing an appropriate amendment to this Declaration or to the Plats to be signed and recorded. If, before settlement on a unit, a person acquires the right to the assignment of a limited common element, the Declarant shall evidence the right to such an assignment in the deed to the unit to which such limited common element shall appertain. If a unit owner acquires the right to the exclusive use of such a limited common element subsequent to settlement on the unit, the Declarant may, but need not, evidence the unit owner's right to such an assignment in a separate written agreement with the unit owner. Any limited common element which is designated for, or to be accessible to, handicapped people may be reassigned unilaterally by the Board of Directors from a unit not occupied by a handicapped person to a unit occupied by a handicapped person if a replacement limited common element is assigned.

Section 3.2. Reserved Common Elements. 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 Association or to any unit owners and to establish a reasonable charge to such unit owners 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 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 judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period. In the event that the Additional Land shown as Phase II in the Plat attached as Exhibit C is added to this Declaration, Declarant reserves the right to relocate the parking shown on Exhibit C as Potential Relocated Parking to another area on the Property.

## ARTICLE 4

### EASEMENTS

In addition to the easements created by sections 55-79.60 and 55-79.65 of the Condominium Act, the following easements are hereby granted and the following rights are hereby reserved.

#### Section 4.1. Easement for Access and Support.

(a) Access to Units. The Declarant reserves in favor of the managing agent and any other person authorized by the Board of Directors the right of access to any common element or unit as provided in section 55-79.79 of the Condominium Act and Section 5.9 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the unit owner is present at the time.

(b) Support. Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

#### Section 4.2. Declarant's Right to Grant Easements.

(a) Construction; Utilities. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception and other utilities. This right shall continue until the seventh anniversary of the recordation of this Declaration.

(b) Access. The Declarant reserves the right to grant or reserve easements and rights-of-way through, over and across the Property to afford vehicular and pedestrian access through, over and across the common elements from and to any public street or road adjoining the Property and any portion of the real estate described in Exhibit A which is not, at the time of such grant or reservation, part of the Property. This right shall continue until the seventh anniversary of the recordation of this Declaration.

Section 4.3. Easement for Use of Common Facilities.

(a) Grant of Easement. Each unit owner is hereby granted a non-exclusive easement for access to and use of the grounds, driveways and parking facilities constituting a portion of the common elements (other than any limited common elements) of the Condominium (Common Facilities).

(b) Extent of Easement. The easement created hereby shall be subject to the following:

(1) The right of the Declarant before the seventh anniversary of the recordation of this Declaration to grant and reserve easements and rights-of-way through, under, over and across the Common Facilities, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception and other utilities; and

(2) The right of the Association to adopt rules and regulations governing the use of the Common Facilities constituting a portion of the common elements of the Condominium.

(c) Delegation of Use. Any person having the right to use the Common Facilities may delegate such right to such person's employees or tenants and to such other persons as may be permitted by the Association.

(d) Rights to Use. Each person having the right to use the Common Facilities and each person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure to comply with such rules and regulations or upon failure of a tenant (other than in a condominium unit) to pay rent to the landlord of the unit which such tenant occupies.

(e) Assessments Against Fee Owners and Unit Owners of Other Condominiums. Each owner of a unit shall pay to the Association an annual assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the Common Facilities. The assessment levied upon each such owner shall be determined by multiplying the actual expenses for the Common Facilities by a fraction, the numerator of which is the total number of square feet of space contained within the owner's individual unit, and the denominator of which is the number of square feet in the space contained within the buildings using said Common Facilities or portion of the Common Facilities. The assessment shall be adjusted by the Association to reflect any change in the number of such commercial spaces or condominium units.

Section 4.4. Easement to Facilitate Sales. All units shall be subject to an easement in favor of the Declarant pursuant to section 55-79.66 of the Condominium Act. The Declarant reserves the right to use any units owned or leased by the Declarant as management offices, sales offices or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed to unit owners other than the Declarant all the units in the Condominium which the Declarant has the right to create.

Section 4.5. Easement to Facilitate Expansion. The Declarant reserves a transferable easement over and on the common elements for the purpose of making improvements on the Land pursuant to the provisions of the condominium instruments and the Condominium Act, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

## ARTICLE 5

### AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

This Declaration may be amended as provided in the Condominium Act, as amended from time to time. No amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided for in Section 8.5 of the Bylaws or where such approval is required elsewhere in the condominium instruments or by the Condominium Act.

## ARTICLE 6

### DEVELOPMENT OPTIONS

Section 6.1. Contraction of the Condominium. The Declarant hereby reserves an option until the seventh anniversary of the recordation of this Declaration to contract the Condominium from time to time in compliance with sections 55-79.54(d) and 55-79.64 of the Condominium Act without the consent of any unit owner or Mortgagee. The option to contract may be terminated before such anniversary only upon the recordation by the Declarant of an instrument relinquishing this option.

Section 6.3. Expansion of the Condominium.

(a) Reservation. The Declarant hereby reserves an option until the seventh anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with sections 55-79.54(c) and 55-79.63 of the Condominium Act without the

consent of any unit owner or Mortgagee. The option to expand may be terminated before such anniversary only upon the recordation by the Declarant of an instrument relinquishing such option. The Declarant reserves the right to add any or all portions of adjacent land (“Additional Land”).

(b) Assurances. The Declarant makes no assurances as to location of improvements on the Additional Land. The Declarant makes no assurances as to what improvements may be constructed on the Additional Land and such improvements need not be compatible in quality, materials and style with the existing improvements. No assurances are made by the Declarant as to the size or type of units that may be created in the future on the Additional Land. The Declarant reserves the right to designate common elements therein which may be subsequently assigned as limited common elements. The Declarant makes no assurances as to type, size or maximum number of such common elements or limited common elements. The allocation of Common Element Interests in the Additional Land shall be computed as required by section 55-79.56(b) of the Condominium Act on the basis of par value as defined in Section 2.2 hereof. If the Declarant does not add, or adds and then subsequently withdraws, any portion of the Additional Land, the Declarant shall nevertheless have the right to construct all or any portion of any building on the Additional Land and operate the same without restriction.

Section 6.4. Convertible Space. The Declarant may designate as convertible space all or any portion of the buildings on the Additional Land when added to the Condominium. The conversion of such convertible space shall be made pursuant to section 55-79.62 of the Condominium Act.

## ARTICLE 7

### RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each condominium unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the units owned by the Declarant.

## ARTICLE 8

### COMMERCIAL USE

All units must be used for non-residential (commercial, office, industrial, etc.) uses in accordance with the applicable zoning; no unit may be used for residential purposes.

ARTICLE 9

NO OBLIGATIONS

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed on August 21, 2007.

DECLARANT:

PEOPLES DRIVE DEVELOPMENT, LLC,

By: [Signature]  
Name: Dan T. Hammond  
Title: Manager

COMMONWEALTH OF VIRGINIA  
(CITY) [COUNTY] OF Harrisonburg

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Dan T. Hammond, as Manager of PEOPLES DRIVE DEVELOPMENT, L.L.C., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the company.

GIVEN under my hand and seal on August 21, 2007.

[Signature] (SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

