

216
THIS DEED OF DEDICATION made and dated this 26th day of

Aug, 1998, by and between **TOWN HOUSE RESTAURANT, INC.**, a Virginia Corporation, party of the first part, hereinafter called the Declarant, and **THE COUNTY OF FREDERICK, VIRGINIA**, party of the second part.

WHEREAS, the Declarant is the owner in fee simple of the real estate shown on the attached plat drawn by Greenway Engineering, dated March 9, 1998, known as Asbury Terrace Section Two, described on the Final Master Development Plan of Asbury Terrace, Section Two, as filed in the Office of the Frederick County Department of Planning and Development;

WHEREAS, the real estate shown on the plat has been subdivided into lots and into a common areas shown as Common Area and further shown certain as public streets known as Providence Drive and Woodbury Circle which are hereby dedicated to the public;

WHEREAS, the Declarant now wishes to subdivide the same into lots known as Asbury Terrace, Section Two. The subdivision of the said real estate as shown on the attached plat is with the free consent and in accordance with the desires of the Declarant.

NOW, THEREFORE, THIS DEED OF DEDICATION WITNESSETH:

That for and in consideration of the premises and benefits which will accrue by reason of this Dedication, the Declarant does hereby subdivide all of that certain tract of land designated as Asbury Terrace, Section Two, lying and being situate in Stonewall

Magisterial District, Frederick County, Virginia, and dedicates to the County of Frederick those certain streets known as Providence Drive and Woodbury Circle, together with all drainage easements and more particularly described by the aforesaid plat of Greenway Engineering, dated March 9, 1998, attached hereto and made a part hereof and by this reference incorporated herein as if set out in full, and which plat is drawn in conformity with the Final Master Development Plan for Asbury Terrace, on file in the Office of the Frederick County Department of Planning and Development. This is the same real estate conveyed to TOWN HOUSE RESTAURANT, INC. by deed dated June 15, 1998, which is of record in the aforesaid Clerk's Office in Deed Book 907, at Page 733.

All of the lots shown on the plat attached hereto shall be subject to the following restriction, covenants and articles which are covenants real running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1: "Association" shall mean and refer to, Asbury Terrace Section Two Homeowners Association, Inc., a Non-Stock Virginia Corporation, its successors and assigns.

SECTION 2: "Properties" shall mean and refer to that certain real property hereinabove

described as the Common Area and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3: "Lot" shall mean and refer to any of the lots designated upon the plat of Asbury Terrace, Section Two, with the exception of the Common Area.

SECTION 4: "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a party of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6: "Declarant" shall mean and refer to TOWN HOUSE RESTAURANT, INC., a Virginia Corporation.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. One Membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

Each Member of the Association shall have one vote for each lot owned in which said Member shall hold the interest required for membership in Article II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), but not more than five (5), directors, who need not, but may be members of the Association. The initial Board of Directors need not be members and shall be appointed by the Declarant and serve until the first annual meeting following conveyance of the Common Area to the Association; thereafter, the Board of Directors shall be elected by the Membership as determined in the Bylaws of the Association.

ARTICLE IV

PROPERTY RIGHTS IN COMMON PROPERTIES

SECTION 1: Members' Easements of Enjoyment: Every Member shall have a right and easement of enjoyment in and to the Common Area, specifically including but not limited to the rights of ingress and egress to and from the aforesaid Common Areas as shown on

the attached plat and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provision:

- (A) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the aforesaid Common Area and in aid thereof to mortgage said Property and the rights of such mortgagee in said Properties shall be subordinate to the rights of the Homeowners hereunder.
- (B) The rights of the Association to suspend the voting rights and the right to the use of the Common Area by a Member for any period during which an assessment against his Lot remains unpaid; and, for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- (C) The rights of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than twenty-five (25) days nor more than fifty (50) days in advance.

SECTION 2: Delegation of Use: Any Member may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area to members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE V

SECTION 1: Assessments: The Declarant, for each Lot owned within the Properties, 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 to agree and 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 assessments and special assessments, together with such interest shall be a charge on the land and shall be continuing lien upon the property against which each 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 property at the time when the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

SECTION 2: Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and, in particular, for the improvement and maintenance of the Properties, payment of real estate taxes, repairs, liability insurance and service and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

SECTION 3: Basis and Maximum Annual Assessments: Until January 1 of the year immediately following the conveyance of a Lot to an Owner, maximum annual assessment shall be in the amount of the current per year lot assessment, provided, however, in no case shall the same be less than \$40.00 per year per lot;

(A) From and after January 1 of the year immediately following the

ARTICLE 3

conveyance of the Lot to an Owner, the maximum annual assessment per Lot may be increased above that set forth hereinabove by a vote of the Members for the next succeeding and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles.

- (B) After consideration of current maintenance costs and future needs of the Association, the initial Board of Directors may fix the maximum annual assessments amount and thereafter the Board of Directors shall so fix the annual assessment.

SECTION 4: Uniform Rate of Assessment: Annual Assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

SECTION 5: Quorum for any Action Authority Under Section 3: At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of Members or of proxies entitled to cast thirty-three percent (33%) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be sixteen percent (16%). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6: Date of Commencement of Annual Assessments; Due Date: The annual

assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of the certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 7: Effect of Non-payment of Assessments; Remedies of the Association: Any assessment which is 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 rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 8: Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any Lot. 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 mortgage or Deed of Trust, pursuant to a decree of foreclosure or under the terms of a Deed of Trust sale, shall extinguish the lien of such assessment as to payments thereof which become due prior to such sale or transfer. No sale or transfers shall relieve such Lot from liability for any assessment thereafter becoming due from the lien thereof.

SECTION 9: Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein; (1) the Common Area, or (2) all properties dedicated to and accepted by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments.

SECTION 10: Failure to Maintain Common Area: In the event that the Association, or its successors, shall fail to maintain the Common Area in reasonable order and condition, the County of Frederick may take such action as authorized by the Frederick County Zoning Ordinance. The Frederick County Zoning Ordinance is by the reference made a part hereof as if set out in full.

ARTICLE VI

USE, RESTRICTIONS AND COVENANTS

This subdivision shall be subject to the restrictions as are from time to time placed of record by Declarant, or its successor in title, which are constituted covenants real to run with the land. The restrictions are set forth on Exhibit A hereto attached and by this reference made a part thereof.

ARTICLE VII

EASEMENTS

SECTION 1: Sewer and Water Easements: The property dedicated hereby is subject to certain easements or rights of way designated Sanitary Sewer Easements/Utility Easements on the aforesaid attached plat, and further the Declarant reserves an easement over the Common Area for sanitary sewer easements(s), water line easements(s) and drainage easement(s), as shown on the plat drawn by Greenway Engineering, dated March 9, 1998, of record in the Frederick County Department of Planning and Development, as amended from time to time, and further subject to Section 3 hereinafter recited.

SECTION 2: Surface Drainage Easements: The property dedicated hereby is subject to those certain easements or rights of way designated Drainage Easement(s) on the aforesaid attached plat, for the purpose of surface water drainage easement(s). No structure of any kind which substantially impedes or obstructs the flow or ponding of surface drainage water may be placed within said surface water drainage easements designated on the aforesaid attached plat. Said surface water drainage easement(s) may

not be altered or modified without the prior consent of the County of Frederick and the Declarant does hereby grant and convey unto the County of Frederick a perpetual right of way or easement over the aforesaid designated surface drainage easement(s) for the purpose of so providing surface drainage. Declarant does further agree that the County of Frederick shall be under no obligation to maintain said surface drainage easement(s); the duty to maintain the easement(s) shall at all times be the responsibility of the Lot owners over which the easement(s) run.

SECTION 3: Reservations: The Declarant reserves unto itself, its successors or assigns, the right to erect, maintain, operate and replace underground and above ground telephone and electric light conduits, related equipment, and other facilities, sewer, gas, water, and television lines and related equipment which are now located and along the strip ten (10) feet along the front and rear of each Lot and a ten (10) foot strip centered on the side line of each adjoining Lot, and a ten (10) foot strip along the boundary of all non-adjoining Lots, and the Declarant reserves unto itself, its successors or assigns, an easement for telephone, electric, gas and other utility lines, water and sewer lines, and surface drainage over the Common Area, as needed, provided that such easement shall not interfere with the use and enjoyment of the Common Area.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1: Enforcement: The Association, its successors or assigns, or any Owner,

shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

SECTION 2: Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3: Amendment: The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded.

SECTION 4: Dissolution: Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate

public agency to be used for purposes similar to those for which the Association was created or for general welfare of the residents of Asbury Terrace, Section Two. In the event that such dedication is refused acceptance, such assets shall be deemed vested in the Members of the Association as tenants in common.

The Dedication and Subdivision of the land as shown on the attached plat is with the free consent and in accordance with the desire of the undersigned Declarant and is in conformity with the provision of "The Virginia Land Subdivision Act" as are applicable, together with the applicable ordinances and regulations of the governing body of the County of Frederick, Virginia.

The County of Frederick, by its duly authorized agents, evidences its acceptance of this Deed of Dedication by its signatures on the attached plats.

WITNESS the following signatures and seals:

TOWN HOUSE RESTAURANT, INC.

BY: 

DAVID B. HOLLIDAY, PRESIDENT

STATE OF VIRGINIA,

CITY OF WINCHESTER, TO-WIT:

I, JANET D LOWERY Notary Public in and for the State and jurisdiction aforesaid, do hereby certify that David B. Holliday, President, of TOWN HOUSE RESTAURANT, INC., a Virginia Corporation, whose name is signed to the foregoing Deed of Dedication dated this 26 day of Aug, 1998, has personally appeared before me and acknowledged the same in my State and jurisdiction aforesaid.

Given under my hand this 26 day of Aug, 1998.

My Commission Expires: 9-30-2000

Janet Lowery
NOTARY PUBLIC

EXHIBIT A

RESTRICTIONS AND COVENANTS

All of the lots shown on the plats attached hereto shall be subject to the following restrictions and covenants which are covenants running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The lots shall be used exclusively for residential purposes. No business or occupation of any kind other than a "home occupation" shall be carried on or permitted upon these lots. A "home occupation" is defined to be an occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, and no one is employed other than members of the family residing on the premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling, garage and other approved structures for use solely by the occupants. Except for those related to real estate sales and construction, no sign, advertisement or message other than for identification purposes only shall be displayed or published which offers or implies commercial or professional services, or which may constitute any other kind of business solicitation in or from any residence or residential property. Notwithstanding the foregoing, Town House Restaurant, Inc. or its successors in interest may, for a period not to exceed two years from the date of this instrument, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the property and on or in any building or structure now or hereafter erected thereon while owned by Town House Restaurant, Inc. or its successors in interest.
2. No clothing, laundry, or wash shall be aired or dried at any time in any area other than in the rear yard of the lots.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Owners shall at all times maintain their property and all appurtenance thereto in good repair and in a state of neat appearance. All lawn areas shall be kept mowed and shall not be permitted to grow beyond a reasonable height.
4. No sign of any kind that is illuminated and/or larger than two square feet shall be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent, and except as provided elsewhere herein.
5. No animals shall be kept or maintained on any lot except common household pets such as dogs and cats, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding lots nor the neighborhood and are in strict compliance with applicable Frederick County ordinances.
6. Trash and garbage containers shall not be permitted to remain in public view except on

days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any lot.

7. The exteriors of all structures, including walls, doors, windows and roofs, shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six months after the commencements of construction. In the event of fire, windstorm or other damage, the exterior of no structure shall be permitted to remain in a damaged condition for longer than three months.

8. No lot shall at any time be subdivided, conveyed, leased, nor sold except as a whole, unless such subdivision, conveyance, lease or sale involves multiple lots so that each of the portions into which the lots are divided for the purpose of subdivision, conveyance, lease or sale results in the lots being created for the purpose of such subdivision, conveyance, lease or sale, as well as each of the lots remaining after such subdivision, conveyance, lease or sale, being of a size larger than the lots as shown on the plats which is recorded with this instrument. Town House Restaurant, Inc., however, for itself and its successors in interest, reserves the right to resubdivide any of the lots shown on the attached plats and to alter, amend and change any lines or subdivision plan so long as it owns any of the lots.

9. No fence, hedge or other visual barrier shall be erected or planted in the front yard of any lot shown on the attached plats, and no tree, hedge, or shrub planting shall be maintained anywhere on any lot in such a manner as to obstruct sight lines for vehicular traffic. Fencing of back yards may include side yards to limit of one-half the depth of each dwelling only. Any fence or wall built on any lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

10. No junk vehicles, recreational vehicles, house trailers, or commercial industrial vehicles, such as (but not limited to) moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers, or camping equipment shall be regularly or habitually parked on any public streets within or otherwise parked within the boundaries of the subdivision. No vehicle may be parked for a period greater than sixty days on any lot or on any platted street as shown on the attached plats unless such vehicle bears a currently valid Virginia vehicle inspection windshield sticker. Notwithstanding the foregoing, Town House Restaurant, Inc. or its successors in interest may, for a period not to exceed two years from the date of this instrument, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the property and on or in any building or structure now or hereafter erected thereon while owned by Town House Restaurant, Inc. or its successors in interest.

11. The provisions of Paragraphs 4, 7, and 9 shall not apply to the construction or development of improvements on any lot by Town House Restaurant, Inc. or its successors in interest, commencing within two years from the date of submission of the lot to these restrictive covenants.

12. Any lease or rental agreement must be for a period of at least thirty days and must be

subject to the rules and regulations set forth in these restrictive covenants.

13. All lots are required to observe building restriction lines, industrial setbacks, and buffers, as indicated on the plats and/or the legends of the applicable Frederick County ordinances.

14. Town House Restaurant, Inc. reserves the right for itself and its successors in interest to waive any one or all of the restrictive covenants, conditions, reservations, and restrictions as to the sale or transfer of any future lot or lots except that it cannot change the development from residential to commercial. This waiver shall not affect the binding effect of the covenants, restrictions, and conditions upon any other lots. Town House Restaurant, Inc. does further reserve the right for itself and its successors in interest to impose additional restrictive covenants, conditions, reservation, and restrictions as to the sale and transfer of any future lot or lots and such imposition shall not affect the finding effect of these provisions upon any other lots.

15. Any owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, and conditions now or hereafter imposed by the provisions of this deed. Failure by any owner to enforce any right, restriction, provision, condition, or covenant granted by this deed and declaration shall not constitute a waiver of the right of such homeowner to enforce such right, restriction, provision, condition, or covenant in the future.

16. No exterior antennas or satellite dishes shall be erected or placed on any lot or attached to any dwelling.

17. Invalidation of any one of these covenants or restrictions by judgment, court order or government regulation shall in no way affect any other provisions, which shall remain in full force and effect.

Amendment to the Deed of Dedication of Ashbury Terrace, Section 2

THIS AMENDMENT TO DECLARATION, made the 23rd day of MAY, 2000 by ASBURY TERRACE, SECTION TWO, HOMEOWNER'S ASSOCIATION, herein referred to as "Declaration,"

WITNESSETH:

WHEREAS, by Deed of Gift, dated January 12, 2000, of record in the Circuit Clerk's Office of Frederick County, Virginia in Deed Book 956, at Page 0759, TOWN HOUSE RESTAURANT, INC. a Virginia Corporation dedicated, granted, gave, and conveyed the following described tracts of land, to-wit:

SECTION TWO:

All those certain tracts or parcels of land located in the Stonewall Magisterial District, Frederick County, Virginia aggregating 1.150 acres designated as Open Space, 6.061 acres to be known as Lots 1-26 inclusive, and 1.354 acres designated as public streets, as shown by plat dated May 5, 1998, prepared by Greenway Engineering, attached to and made a part of said Deed of Dedication of Record in the aforesaid Clerk's Office in Deed Book 913 at Page 1331; and

WHEREAS, said Deed of Dedication subjected said subdivision to COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION, of record in the aforesaid Clerk's Office in Deed Book 913 at Page 1314; and,

WHEREAS, amendment of said Deed of Dedication is permitted by Article VIII, GENERAL PROVISIONS, Section 3 thereof, in whole or in part, provided that any such amendment during the first ten (10) year period shall have the assent of not less than seventy-five percent (75%) of the lot owners, any amendment having to be properly executed and acknowledged by the lot owners and recorded among the land records of Frederick County, Virginia; and,

WHEREAS, at meeting held on the 23rd day of May, 2000, after all Lot Owners were given timely notice of said meeting and the purpose thereof, over seventy-five percent (75%) of all Lot Owners voted in person or by proxy to amend EXHIBIT A, RESTRICTIONS AND COVENANTS, of Ashbury Terrace, Section Two as follows:

NOW, THEREFORE, in consideration of the premises, EXHIBIT A, RESTRICTIONS AND COVENANTS of Ashbury Terrace, Sections Two, of record in the aforesaid Clerk's Office in Deed Book 913 at Page 1328, are hereby amended, by inclusion or substitution of the following, as applicable;

RESTRICTIONS AND COVENANTS FOR THE ASSOCIATION

9. No fence, hedge or other visual barrier shall be erected or parted in the front yard of any lot shown on the attached plats, and no tree, hedge, or shrub planting shall be maintained anywhere on any lot in such a manner as to obstruct sight lines for vehicular traffic. Fencing of back yards may include side yards to a limit of one-half the depth of each dwelling only. Any fence or wall built on any lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. **All fences must be constructed of pressure treated wood, an approved composite lumber product, or vinyl. Chain link or metal/wire fencing of any type will not be permitted. Fence height must not exceed 6' above ground level. Fences built of wood may be stained only a natural wood color.**

16. An antenna or satellite dish erected or placed on any lot or attached to any dwelling may not exceed a diameter of one (1) meter. Antennas and/or satellite dishes must be placed in the rear yard or the back side of the dwelling's roof. Antennas and/or satellite dishes may not be placed in trees and may not be mounted more than twelve (12) feet above the roof line. **Additionally, any local and/or national building codes regarding antennas and satellite dishes for**

BK 968860273

restrictions of screening, unobtrusive placement, painting, camouflage, and any other reasonable steps to ensure the safety of the installation and minimization of the visual effect to the community, must be adhered to.

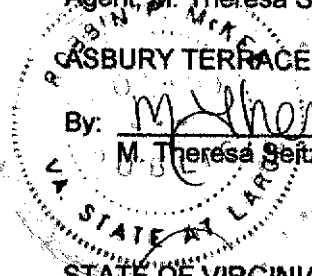
TEXT IN BOLD PRINT REPRESENTS THE CHANGES TO THE SECTION 9 AND 16 RESPECTIVELY, OF THE RESTRICTIONS AND COVENANTS FOR THE ASSOCIATION.

Except as modified by this Amendment, all of the terms and provisions of the said Deed of Dedication, of record in the aforesaid Clerk's Office in Deed Book 913 at Page 1314 are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this amendment to be executed by it's Managing Agent, M. Theresa Seitz, this 15th day of JUNE, 2000.

ASBURY TERRACE, SECTION TWO, HOMEOWNER'S ASSOCIATION

By: M. Theresa Seitz
M. Theresa Seitz, Managing Agent, ATHOA



STATE OF VIRGINIA
COUNTY OF FREDERICK, to-wit:

The foregoing instrument was acknowledged before me this 15 day of June, 2000 by M. Theresa Seitz, Managing Agent, Asbury Terrace, Section 2, Homeowners Association.

Notary Public Robin D. McKee

My Commission Expires July 31, 2007

VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

06-15-00 at 12:57 p.m.

and with certificate of acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of

N/A, and 58.1-801 have been paid, if assessable

Rebecca P. Hogan, Clerk