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This amendment is prepared
without benefit of title examination

AMENDED AND RESTATED DEED OF DEDICATION
AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUTUMN GLEN

THIS AMENDED AND RESTATED DEED OF DEDICATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and dated this 14th day of August, 2018, by AUTUMN GLEN-FREDERICK COUNTY, VIRGINIA HOMEOWNERS ASSOCIATION, INC. ("the Association"), both Grantor and Grantee for indexing purposes. Opequon district

WHEREAS, Autumn Woods, L.L.C., as the initial Declarant, subjected the Lots and Common Area within Autumn Glen, Section I, to certain covenants, conditions, restrictions and easements as contained in the Deed of Dedication dated November 4, 1998, recorded among the land records of Frederick County, Virginia ("Land Records") at Deed Book 919, Page 1780, *et seq.*, and as subsequently corrected at Deed Book 953, Page 1796, *et seq.*, and amended by instrument dated March 28, 2000, as recorded among the Land Records at Deed Book 961, Page 0941, *et seq.*, (hereinafter collectively referred to as the "Deed of Dedication"); and

WHEREAS, additional Lots and Common Area were subjected to the Deed of Dedication by various deeds of dedication recorded among the Land Records as follows: Autumn Glen Section 1, Phase 2, at Deed Book 976, Page 1525, *et seq.*; Autumn Glen Section 2 at instrument number 020006601; Autumn Glen Section 3 at instrument number 040011207; Autumn Glen Section 4 at instrument number 040021128; Autumn Glen Section 5 at instrument number 060010259; Autumn Glen Section 6, Phases 1 and 2 at instrument number 120010455, and Autumn Glen Section 6, Phase 3 at instrument number 150001201 (collectively, "Subsequent Deeds of Dedication"); and

WHEREAS, the Association amended the Deed of Dedication by instrument recorded among the Land Records at instrument number 150007519, recorded on August 7, 2015 ("the Second Amended Deed of Dedication"); and

WHEREAS, the Owners of Lots within the various sections of Autumn Glen desire to amend and restate Articles IV through Article XIV of the Deed of Dedication and Second Amended Deed of Dedication into one consolidated instrument, and the requisite percentage of Owners have approved this Amended and Restated Deed of Dedication and Declaration of Covenants, Conditions and Restrictions, as evidenced by the certification and signature at the end of this instrument, all in accordance with Article XIV, Section 3 of the Deed of Dedication (as amended by the Second Amended Deed of Dedication);

NOW, THEREFORE, Articles IV through XIV of the Deed of Dedication and the Second Amended Deed of Dedication, all as may have been previously amended from time to time, are hereby superseded and amended and restated in their entirety as set forth below, such that all of the Property as defined below shall be held, sold and conveyed subject to the covenants, conditions, restrictions, terms and easements in this Amended and Restated Deed of Dedication and Declaration of Covenants, Conditions and Restrictions (“this Declaration”), which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the Property, or any part thereof, and on their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
LANDS OF AUTUMN GLEN

Section 1. Land Subject to this Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Frederick, Virginia and includes the Lots and Common Area located within Autumn Glen Section 1, Section 1(Phase 2), Section 2, Section 3, Section 4, Section 5, and Section 6 (Phases 1, 2 and 3) as more particularly described in the plats attached to the Deed of Dedication and Subsequent Deeds of Dedication referenced above, all of which plats (“the Plats”) are made a part hereof by this reference.

Section 2. Additional Lands of Autumn Glen. Additional property may be annexed to the above-described property and subjected to this Declaration only with the written consent or vote of two-thirds (2/3) of the Members of the Association. Any additional property so annexed however, must be adjacent to or in the immediate vicinity of the above-described property. Any

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such annexation shall be made by recording among the land records of Frederick County, Virginia, a Supplementary Declaration that extends the scheme of this Declaration to such annexed property.

ARTICLE II
DEFINITIONS

Each of following capitalized words when used in this Declaration shall be defined and interpreted as having the following meaning:

Section 1. "Association" shall mean and refer to Autumn Glen-Frederick County, Virginia Homeowners Association, Inc., a nonstock Virginia Corporation, its successors and assigns.

Section 2. "Common Areas" or "Common Area" shall mean and refer to that certain real property described as common area or open space on the Plats and/or as otherwise owned by the Association for the common use and enjoyment of the Members, 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 Plats for the Property or any future Lots on final plats recorded with regard to future sections of Autumn Glen as annexed pursuant to Article I, Section 2. Lots do not include Common Area.

Section 4. "Unit" shall mean and refer to the dwelling structure on any Lot.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association in accordance with Article III. "Member in Good Standing" shall mean and refer to a Member who is not delinquent in the payment of assessments or other charges owed to the Association as reflected in the Association's books and records.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Property, including contract sellers and those who acquire fee simple title to any Lot through inheritance or foreclosure, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Property" shall mean and refer to the Lots and Common Area within the various sections and phases of Autumn Glen that were previously subjected to the Deed of Dedication (as described in Article I, Section 1) and any additional land that is, from time to time hereafter, annexed into the Autumn Glen development and subjected to this Declaration pursuant to Article I, Section 2. The Property does not include the public streets within Autumn Glen that

were previously dedicated to the County for public use pursuant to the Deed of Dedication and Subsequent Deeds of Declaration and as reflected on the Plats.

Section 8. "Declarant" shall mean and refer to the original Declarant Autumn Woods, L.L.C., a Virginia Limited Liability Company, the successor Declarants C.S. Jennings Construction, Inc. and Jennings Investments, L.L.C., or to any other legal entity designated by Autumn Woods, L.L.C or successor Declarant, provided further that only one Declarant can exist at any given time.

Section 9. "Governing Documents" shall mean and refer collectively to this Declaration and the Association's Articles of Incorporation, Bylaws and Rules and Regulations, all as may be duly adopted and amended from time to time.

Section 10. "Board" or "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 11. "This Declaration" shall mean and refer to this Amended and Restated Deed of Dedication and Declaration of Covenants, Conditions and Restrictions. This Declaration constitutes the "declaration" for the Property for purposes of the Virginia Property Owners' Association Act ("POA Act"), which is applicable to the Property and the Association.

ARTICLE III
MEMBERSHIP

Every Owner shall be a member of the Association ("Member"). When more than one person or entity constitutes the Owner of a Lot, all such co-owners of that Lot shall be Members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV
VOTING RIGHTS

Each Owner who is a Member in Good Standing shall be entitled to one vote for each Lot owned in which said Owner shall hold the interest required for membership in Article III. When more than one person holds such interest in any Lot, 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.

ARTICLE V
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), but no more than seven (7), Directors, who must be Members in Good Standing of the Association. The Board of Directors shall be elected by the Membership as determined in the Bylaws of the Association. All powers, duties and authority vested in or delegated to the Association are exercised by the Board of Directors, acting on behalf of the Association, except where such power, duty or authority is expressly reserved to the Members by the provisions of this Declaration, the Association's Articles of Incorporation or Bylaws, or applicable law.

ARTICLE VI
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 Areas, specifically including, but not limited to, the rights of ingress and egress across the aforesaid Common Areas and such easement(s) shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

- (a) The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the aforesaid Common Areas. The Association is further empowered, with the consent of at least two-thirds (2/3) of the Owners, to mortgage the area in said Subdivision designated as Common Areas to secure any such borrowed funds, but such mortgage shall be subordinate to the rights of the Members hereunder. All Owners shall be given notice of any such proposed mortgage of said Common Areas as set forth in subsection (d) below.
- (b) The rights of the Association to adopt rules and regulations concerning the use, operation and management of the Common Areas, including the right of the Association to limit the number of guests of Owners and residents who may use the Common Area facilities at any one time.
- (c) The rights of the Association (after first providing notice, an opportunity to cure and an opportunity for a hearing) to suspend the right to use any Common Area or other

Association-provided facilities or services by a Member (and the Member's family members, guests and tenants, as applicable) for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Declaration or the Association's published rules and regulations; however, suspension of use rights based on delinquency cannot be imposed until the Member is more than 60 days past due.

- (d) The rights of the Association to dedicate or transfer all or part of the Common Areas 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 approved by Members entitled to cast two-thirds (2/3) of the votes, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the intended conveyance or dedication.
- (e) The right of the Association to grant easements and revocable licenses on or over the Common Area as long as they do not unreasonably interfere with the Members' easement of enjoyment, including but not limited to easements for the installation, replacement, repair or maintenance of utility lines.

Section 2. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Areas to the members of his family, his tenant, or contract purchasers who reside at the Member's Lot. When a Member is leasing his Lot or otherwise is not residing on his Lot, that Member shall be deemed to have delegated his right of enjoyment to the lawful occupants of his Lot.

ARTICLE VII
COVENANTS FOR MAINTENANCE
ASSESSMENT FOR THE ASSOCIATION

Section 1. Assessments. Each current and future Owner of any Lot, whether or not it shall be so expressed in any such Lot's deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) other specified assessments, charges, costs or fees authorized by this Declaration or applicable law, all of which shall constitute assessments of the Association. Such assessments are to be fixed,

established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with late fees, interest thereon at the rate of 12.0% per annum, and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. The Association may perfect this lien by recording a memorandum of lien signed under oath by the Association's president (or the Association's vice-president in the president's absence) or, in the discretion of the Board, by the Association's treasurer. Each such assessment, together with such late fees, interest, costs of collection (which includes reasonable attorney's fees) incurred in the collection of such assessment, shall also be the personal obligation of the person who is, or was, the Owner of such property at the time when the assessment was due. If a Lot is owned by more than one person, then all the co-owners shall be jointly and severally liable for the entire amount owed to the Association arising from the ownership of that Lot. The personal obligation shall not pass to his successors in title, unless expressly assumed by them, but shall continue as a lien upon said Lot as set forth hereinabove.

All attorneys' fees and other collection costs incurred by the Association in the collection of an Owner's delinquent account shall be deemed assessed and posted to the delinquent Owner's assessment account as they are incurred or as collection action is taken, regardless of whether lawsuits or liens are filed. Collection costs include, for example, delinquency costs charged by the Association's management agent, mailing costs, bad check fees, and court costs.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes, to-wit: improvement, repair and maintenance of the Common Areas, and any improvements thereon, and for otherwise carrying out the Association's responsibilities under the Governing Documents, specifically including, but not limited to, payment of real estate taxes, repairs, maintenance and repair of drainage and water retention facilities, maintenance and repair of cluster postal boxes (if not repaired by postal service), trash pickup service, maintenance and repair of utility and drainage easements, maintenance, repair and improvement of the Association-owned community recreation center, maintenance of, including landscaping and mowing, of the Common Area, payment of all liability insurance premiums for liability insurance upon the Common Areas and any services and facilities devoted to the aforesaid purposes and related to the use of and enjoyment of the Common Areas; and further such assessments may also be used for any purpose that the Association deems proper and appropriate

that promotes the recreation, health, safety, welfare and concerns of the Owners and residents in Autumn Glen.

Section 3. Basis and Maximum of Annual Assessments. As of the date of this Declaration, the maximum annual assessment (*i.e.*, the “cap” on the annual assessment level) is One Thousand Four Hundred Dollars (\$1,400.00) per Lot. Without a vote of the Members, the Board of Directors may increase the maximum annual assessment from one year to the next by an amount equal to no more than the greater of (i) three percent (3%) of the current maximum annual assessment, or (ii) the percentage increase for the preceding month of July (as compared to July of the previous year) in the Consumer Price Index–All Urban Consumers (Washington-Baltimore All Items, November 1996=100), or if not available, a comparable pricing index.

- (a) The maximum annual assessment per Lot may be increased above that set forth hereinabove by a vote of the Members, provided that any such change shall have the assent of two-thirds (2/3) of the votes of those Members who are voting in person or by proxy, at an Association 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 the maximum and/or basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (b) After consideration of current and projected operational, management, maintenance, repair and replacement costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the then current maximum. Except to the extent that any fenced-yard services assessment imposed under Section 12 below increases a Lot’s annual assessment, the annual assessment shall be fixed at a uniform rate for all Lots (other than those that are exempt per Section 9 below).

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Areas, specifically including but not limited to maintenance, repair and improvement of Common Area,

including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of those Members who are voting in person or by proxy at an Association 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 purposes of the meeting. This special assessment shall be fixed at a uniform rate for all Lots (other than those that are exempt per Section 9 below).

Section 5. Quorum for any Action Authority Under Sections 3 or 4. The required quorum for any meeting called for purposes of Sections 3 or 4 hereof shall be the same as required for the Association's annual meeting in accordance with applicable law.

Section 6. Date of Commencement of Annual Assessments (Due Date).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 a designated representative 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 these 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 assessments which are not paid, when due, shall be delinquent. If an annual or special assessment (or installment) is not paid (*i.e.*, received by the Association) within twenty (20) days after the applicable due date, then a late fee shall be automatically assessed in the amount of \$20.00 (or such other reasonable amount as may be established by the Board). In addition, if the Owner's account becomes more than thirty (30) days' past due, then the Owner's total unpaid principal balance (not including interest, attorney's fees and court costs) may 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 (or former Owner) personally obligated to pay the same, file Memoranda of Lien among the land records, and/or proceed to enforce said liens for the amounts owed to the Association. With regard to any enforcement action (whether judicial or extra-judicial) to collect any assessment, the Association shall be entitled to collect its reasonable attorney fees and costs related thereto.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the "Common Areas" or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust now or hereafter encumbering any Lot that is recorded prior to the perfection of the lien. Sale or transfer of any Lot shall not affect the assessment lien. However, upon the sale or transfer of any Lot pursuant to a deed of trust foreclosure, then the lien of such assessments shall be extinguished as to payments which became due prior to such sale or transfer (subject to the right of the Association to receive a disbursement from excess sale proceeds, if any, in accordance with applicable law and the relative priority of its liens under the Virginia Property Owners' Association Act). No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien created herein.

Section 9. Exempt Property. The following Property subject to this Declaration shall be exempt from all assessments created herein: (a) any property owned by the Association; (b) all properties dedicated to and accepted by a local public authority; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia, provided that no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Failure to Maintain Common Areas. In the event that the Association, or its successors, shall fail to maintain the Common Areas in reasonable order and condition, Frederick County, Virginia may take such action as authorized by the Frederick County Zoning and/or Subdivision Ordinance(s) and any and all amendments thereto, which are by this reference made a part hereof as if set out in full and the reasonable costs, including attorney fees, thereof shall be recoverable by Frederick County, Virginia from the Association.

Section 11. Resale Facilities Assessment. Upon each sale or other transfer in ownership of a Lot to a different Owner (other than to an institutional lender as a result of a foreclosure on the lender's deed of trust), that new Owner shall pay to the Association a one-time facilities assessment in the amount of \$700.00 (subject to increases as provided below); any such payment not received within 20 days after the transfer of title to the Lot shall be subject to a late fee and collection in the same manner as a delinquent annual assessment. This facilities assessment shall not be considered an advance payment of an annual assessment; however, these funds are to be used to help fund the operation of the Association and the maintenance, repair, replacement and/or

improvement of the Common Area facilities. Increases in the amount of facilities assessment require the approval of two-thirds (2/3) of the votes of those Members who are voting in person or by proxy at an Association meeting duly called for this purpose.

Section 12. Fenced-Yard Services Assessment. As an additional component of a Lot’s annual assessment, the Board of Directors shall assess a fenced-yard services assessment against Lots with fencing that results in a higher cost to the Association to carry out lawn care services within that fenced area of the yard. The services assessment established by the Board shall be set at an amount necessary to fully offset the actual or estimated extra cost for providing the applicable service for the applicable Lot(s).

Section 13. Reserves for Replacements. The Association may establish and maintain a reserve fund for the repair, replacement and restoration of the Common Area (and its improvements or capital components) by the allocation and periodic payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by the State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. These reserves may be expended only for the purposes specified above. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate.

ARTICLE VIII

USE, RESTRICTIONS AND COVENANTS

In addition to all other provisions of this Declaration, the Lots are subject to the following restrictions related to the use, occupancy and appearance of the Property:

1. Single-Family/Residential: Each Lot shall be used exclusively for single-family, residential purposes only and shall have only one dwelling on the Lot. All commercial, trade, manufacturing, business, family day home (as defined in Va. Code Sec. 63.2-100) and other non-residential use of any kind is prohibited (regardless of whether state or local laws allow such use within residential zoned property); however, this provision does not prohibit a resident from using his Unit for either (i) telecommuting, (ii) a “home occupation” to the extent permissible under the

County Zoning Ordinance, (ii) occasional non-commercial yard sales or estate sales/auctions for personal property belonging to Owners or residents of Lots, or (iii) babysitting children under 13 years of age who are related by blood or adoption to the babysitter, or up to two children under 13 years of age who are residents of other Lots, as long as the Owner and residents of the Lot comply at all times with all other provisions of the Governing Documents and all applicable state, federal and local laws, ordinances and regulations. A Unit cannot be occupied by more than one “single-family” as defined under the County Zoning Ordinance, and no Unit can be occupied in a manner that violates applicable building or fire codes. No detached garage or carport shall be permitted on any Lot. Any utility or other storage building on any Lot shall be of the same material and construction as the main structure on said Lot, except as may otherwise be provided in the architectural design standards adopted by the Board as part of the Association’s rules and regulations (“Rules and Regulations”). The Rules and Regulations may allow for temporary placement of portable storage containers on Lots during periods of repair, restoration or construction.

2. Signs: No signs or advertising of any nature shall be erected, displayed or maintained on any Lot in a manner that is visible from the streets, Common Area or other Lots, except for one home security sign, one “For Sale” sign for said Lot that does not exceed five (5) square feet in area, and other signs, if any, allowed under the Rules and Regulations. No “For Rent” signs shall be allowed or displayed on any Lot.

3. Vehicles: No boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks of 3/4 ton (or less) and vans) shall be permitted on any Lot except (1) when parked entirely within the Unit’s garage, (2) when necessary while loading or unloading the vehicle or during the course of construction of the Unit or other authorized alterations or additions to the Lot or Unit, or (3) as may be permitted on a temporary basis by the Rules and Regulations. No motor vehicle or material portion thereof which does not have a current license and current Virginia inspection sticker (when required by applicable law) shall be permitted on any Lot. No repair work or extraordinary maintenance of vehicles is allowed to be carried out on the Property unless authorized by the Rules and Regulations (normal maintenance is permitted, such as cleaning, adding air to tires, etc.)

4. Animals: No animals of any kind (including livestock and poultry) shall be permitted to be kept, boarded or raised on any Lot, except that dogs, cats and other usual, domesticated animals may be kept as household pets or disability-related assistance animals, provided that they are not kept, bred or maintained for commercial purposes or exceed a total of three in number per Lot. No outside animal shelter shall be allowed on any Lot. In addition, animals must not be or become a source of unreasonable annoyance or nuisance to other residents (e.g., due to persistent barking). All animals are subject to applicable County code and regulations. Animals shall be attended to at all times while outside, shall not be permitted to trespass, and shall be registered, licensed and inoculated as required by law. Animals are not permitted on the Common Area unless accompanied by a responsible person and are carried or leashed; animals are not permitted inside Common Area facilities unless approved in advance by the Board. The person accompanying any animal is responsible for the removal and disposal of any solid waste products deposited by the animal on the Property and for any damage caused by that animal.

5. Nuisances: No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the other Owners or residents.

6. Fences: No fence or fence-like hedge shall be constructed or planted in front nor forward of the rear plane of any Unit, nor within twenty-five (25) feet of any street. Rear fencing and hedges shall not exceed six (6) feet in height. All fencing shall be constructed of wood, composite material simulating wood, or vinyl. The prohibition against side-yard fencing (forward of the Unit's rear plane) does not apply to a corner Lot's side yard that abuts a street.

7. Unit Destruction: In the event that a Unit or other structure or property on a Lot is destroyed, the Owner of the Lot, within sixty (60) days from said destruction, shall clear away any debris and the remaining portion of the Unit or other affected property and maintain the Lot in a neat and orderly condition.

8. Unit Damage: In the event a Unit or other structure or property on a Lot is damaged, or has materially deteriorated, the Owner of the Lot shall promptly repair the damage or deterioration.

9. Trash: No Lot shall be used or maintained as a dumping ground for rubbish or yard debris. Trash, garbage or other waste shall be kept in sanitary containers. No refuse, or any container for same, shall be placed or stored in front of any Unit, except that plastic trash containers

(with closed lids) may be placed at the curb or front sidewalk after dark on the day before the scheduled garbage pickup, and must be removed on the day of the scheduled pickup. No loose items may be left outside of the trash container. In addition, on the morning of a scheduled pickup, trash may be put out in tied plastic bags with or without a plastic trash container.

10. Clotheslines: No exterior clotheslines, or other laundry hanging device, shall be permitted on any Lot, except for a portable umbrella-type with a diameter not to exceed seven (7) feet; provided, however, that the same may only be used in the rear of any Unit constructed on said Lot and further that the clothes line is stored within a garage, utility building or the equivalent when the clothes line is not in use.

11. Driveways: All driveways are to be constructed of concrete and driveway aprons shall be installed per the specifications required by the Virginia Department of Transportation.

12. Exterior Colors: The color of any paint on the exterior of any Unit or other structure on each Lot shall be the same as the original color unless a new color is approved in advance by the Board as being in harmony, or compatible, with the general color scheme on that Lot and throughout Autumn Glen.

13. Unit Size: All Units shall have at least 1,200 square feet of living space. Living space shall be computed by using outside foundation measurements and shall be exclusive of garages and basements.

14. Roof Slope: Roof pitches shall be 4/12^{ths} or greater.

15. Foundations: The foundation of all houses shall have a brick veneer from the house plate to the ground surface which brick veneer shall be on the side of the house facing the street and on the side of the unit (if applicable) facing the side lines. No brick veneer is required on the side of the house facing the rear property line. In the alternative poured concrete walls, with a brick mold, and paint, shall be allowed.

16. Line-of-Sight Interference: There shall be no planting, structures, fences, shrubs or other obstruction placed that obstruct(s) vehicular line-of-sight on any corner Lot, which rises more than three feet above ground level, within 25 feet of any Lot line that creates the border with any street.

17. Exterior Modifications: No building, storage shed, fence, wall or other structure, nor any exterior addition, alteration or improvement of any character on the Lot (which is visible from the street, the Common Area or another Lot), shall be constructed, commenced, installed or

placed upon any Lot or Unit located thereon, unless and until the plan of construction, including quality of workmanship, design, colors and materials, or other proposed addition, alteration or improvement, has been approved in writing by the Board of Directors as being in harmony with the general design scheme of Autumn Glen and consistent with this Declaration and any applicable Board-adopted design standards or other Rules and Regulations. The Board may, in its discretion, establish and appoint an Architectural Review Committee, and delegate the responsibility for reviewing and approving (or rejecting) applications to that committee.

18. Setbacks: All Lots are required to observe any building setback lines and/or side lines and/or rear yard lines as shown on the Plats in addition to those applicable requirements of the Frederick County Subdivision and Zoning Ordinances.

19. Lot Maintenance: Except for upkeep falling within the Association's responsibility as provided in this Section, each Owner shall keep all Lots owned by him and all improvements thereon well-maintained and in good order, condition and repair, including but not limited to the painting (and other appropriate exterior care) of the Unit and other improvements, all in a manner and with such frequency as is consistent with good property management. With respect to the maintenance and other upkeep of the Lots, the Association shall only be responsible for (i) snow removal on the driveways and walks leading from the driveway to the Unit, and (ii) the fertilization (one time in Spring and, optionally, in the Fall) and mowing of all lawns.

In the event an Owner fails to properly maintain the Lot or the exterior of the Unit and any other structures or improvements on the Lot in a manner consistent with this Article and the Rules and Regulations, then the Association shall, in addition to any other available remedies, have the right, through its agents and contractors, to enter onto the Lot (but not the interior of any structure) and perform the necessary repairs or maintenance or restoration work to bring the Lot into compliance. All costs related to this work shall be assessed against the Lot's Owner

In addition, if the need for maintenance, repair, restoration or other upkeep of the Common Area, other Association property or items otherwise falling with the Association's upkeep responsibility, is caused through the neglect, carelessness or intentional wrongdoing of an Owner (or the residents, guests or invitees of or to that Owner's Lot), then the Association may, at the Board's option, perform the maintenance, repair or other work at the cost of the responsible Owner, and such cost shall be assessed against that responsible Owner.

20. Party Walls: The general rules of law regarding party walls and liability for property damages due to negligence or willful acts or omissions shall apply. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of the two adjoining Lots, except to the extent the wall is not of use to one of the Owners. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or for willful acts or omissions.

Notwithstanding any other provision of this Article, if an Owner by his negligence or willful act causes a party wall to be exposed to the elements such Owner shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Article shall be appurtenance to the land and shall pass to such Owner's successor in title.

21. Digging – Miss Utility: No trees shall be planted nor other digging undertaken without first calling “Miss Utility” as required by law for purposes of marking utility lines.

22. Personal Property in Yard: No baby carriages or strollers, bicycles, sports equipment, wading pools, or other articles of personal property shall be deposited, allowed or permitted to remain outside of any Unit except in the rear area of the Lot (not including personal property constituting approved exterior modifications consistent with this Declaration and the Rules and Regulations). Given this size and design of the yards, no swing sets (or similar playground sets) are permitted in the yards. The Association shall specifically have authority to impound all such articles that remain outside in violation of this provision and to make a charge for the safekeeping and return thereof.

23. Unit Encroachments: If the initial construction of any Unit caused an encroachment on the adjacent Lot, then such encroachment shall be deemed a perpetual easement on the servient Lot for the benefit of the dominant Lot.

24. Subdivision/Merger of Lots: No Lot upon which a Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner and no portion less than all of such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes and

similar corrective instruments. This prohibition shall not prevent the merger of two or more Lots into a larger Lot(s) provided that said merger shall never have the effect of reducing, in size, any Lot affected by said merger, and provided that the merged Lots shall continue to be subject to assessments as though they were still separate Lots as originally reflected on the Plats.

25. Antennas and Satellite Dishes: Exterior antennas, satellite dishes and similar devices for the transmission or reception of radio or television signals are prohibited from being erected or installed on the exterior of any Lot or Unit, except as follows: in accordance with any applicable Rules and Regulations, an Owner or resident of a Lot may install on the exterior of his Unit or Lot (and entirely within the Lot's boundaries) the type of satellite dishes or antennas that are covered by the Federal Communications Commission's Over-the-Air Reception Devices ("OTARD") rule. As of the date of this Declaration, the OTARD rule covers: (i) "dish" antennas that are one meter (39.37") or less in diameter that are designed to receive direct broadcast satellite service (including direct-to-home satellite service) or to receive or transmit fixed wireless signals via satellite; (ii) antennas that are one meter or less in diameter or diagonal measurement and are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and (iii) antennas that are designed to receive local television broadcast signals (collectively referred to as "Permissible Antennas"). Permissible Antennas may be installed without the prior approval of the Board, but are to be installed in a manner consistent with the Rules and Regulations. The Board will allow case-by-case exceptions to any Rules and Regulations pertaining to Permissible Antennas that, if enforced in a particular circumstance, would violate the OTARD Rule by, for instance, (1) unreasonably delaying or preventing installation, maintenance or use of a Permissible Antenna; (2) unreasonably increasing the cost of installation, maintenance or use of a Permissible Antenna; or (3) precluding a Permissible Antenna's reception of an acceptable quality signal.

The Owner must promptly remove any satellite dish or other antenna (and related wiring and other equipment) from the exterior of the Lot and Unit when the dish or antenna is no longer in working condition or no longer being used by the Owner or residents of the Lot to receive or transmit services or signals.

26. Solar Energy Collection Devices: The installation of solar energy collection devices on any portion of a Unit or Lot is prohibited except on the roof of the Unit in accordance with any applicable Rules and Regulations.

27. Leasing: Lots and Units shall not be used for hotel-like or other transient use or occupancy. No Lot or Unit shall be leased unless such lease (i) is for the entire Lot (including the Unit), (ii) is in writing, (iii) is for a minimum six-month initial term, and (iv) expressly provides that the renter's right to occupy the premises is subject to complying with the provisions of the Governing Documents, and that any failure by the renter or other occupant of the leased Lot to comply with the terms of such Governing Documents shall be a material default under the lease. The Rules and Regulations may require the use of a Board-approved standard lease addendum for all new leases entered into after the effective date of this Declaration. Prior to each tenant's occupancy, the Owner of the leased Lot must provide to the tenant a copy of the Association's Declaration and current Rules and Regulations. In addition, the Owner of the leased Lot must promptly evict a tenant if the tenant fails to cure a violation upon demand or repeatedly violates the same provision of the Declaration or Rules and Regulations. Any Owner leasing his or her Lot shall provide the Board of Directors with the following documents and information so that they are received prior to tenant occupancy and also within 10 business days after any revisions or changes to those documents or information: (1) a complete copy of the signed lease (the rent amount and other financial information may be redacted), and (2) written confirmation of the names of the authorized tenants/occupants of the Lot and the Owner's contact information, including mailing address and emergency contact information [the Owner may designate a licensed real estate broker or property manager as the Owner's designated point of contact with respect to the lease and tenant, as permitted under the POA Act].

28. Compliance: All Owners and occupants of Lots and Units shall abide by the Governing Documents. The Board of Directors shall have the authority to adopt, amend and enforce, on behalf of the Association, reasonable Rules and Regulations relating to the provisions of the Declaration and/or to other areas of Association responsibility under the Bylaws, Articles of Incorporation or applicable law, including but not limited to the architectural, design and maintenance standards for Lots and Units. However, the Rules and Regulations must not conflict with an express provision of the Declaration, Bylaws or Articles of Incorporation, or otherwise exceed the scope of the Association's authority as envisioned under those documents.

29. The invalidation of any one of the terms, conditions, covenants or restrictions contained in this Declaration by a Court shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of the Association or Owners to enforce any

covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

ARTICLE IX
EASEMENTS

Section 1. Public Utility and Drainage Easements. The Property is subject to those certain easements or rights of way designated as Drainage Easements and Utility Easements on the Plats of Autumn Glen, and as otherwise previously granted in the Deed of Dedication and Subsequent Deeds of Dedication.

Section 2. Maintenance of Drainage Easements. The maintenance of all drainage easements located within Autumn Glen shall be maintained by the Association and in the event that said Association does not maintain said areas and keep the same in good repair, then Frederick County may come upon said property and make necessary repairs and perform whatever maintenance is necessary with the cost of the same to be borne by the Association and in the event that said Association does not pay for said repairs and/or maintenance when billed, then said charge shall become a lien upon the property belonging to the Association.

Section 3. Ingress/Egress Easements Over Common Areas. The Common Areas shall be subject to easements for non-vehicular ingress and egress from the Lots to the streets located within Autumn Glen subject to Article IX, Section 1(b).

Section 4. Reservations of Easements.

- (a) The Declarant previously reserved unto itself the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, including, but not limited to, sewer, gas, water and television lines and related equipment, and other utility equipment where such utility lines and equipment are located within the utility easements set forth on the Final Plat of Autumn Glen, and over the Common Areas, as needed, provided that such easements shall not unreasonably interfere with the use and enjoyment of the Common Areas. These reserved Declarant rights shall cease after all initial development and construction within Autumn Glen has been completed and the Declarant (or developer, as that term is used in the County Zoning Ordinance) has been released by the County from all development-related agreements, bonds or other guarantees.

- (b) The Owner(s) shall have reasonable rights of access over the immediately adjacent Lot or Common Area for the maintenance, repair, construction or reconstruction of that portion of any Unit built upon a common boundary line. Owners must be aware of, and must not interfere with, any easements or restrictions specific to their own Lot as may be recorded in the Land Records, such as in the Deed of Dedication, Subsequent Deeds of Dedication and/or the Plats.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter, imposed by the provisions set forth herein. The Association shall also have the right to enforce all other provisions of the Governing Documents. Failure by the Association, its successors or assigns, or by any Owner, to enforce any covenant, restriction or other provision of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. The cost of enforcement efforts taken by the Association to enforce the Governing Documents, together with reasonable attorney's fees incurred by the Association, shall constitute a lien for assessments against the responsible Owner's Lot and the personal obligation of the responsible Owner. Each Owner is responsible for such Owner's own violations of the Governing Documents and for violations by such Owner's family members, tenants, guests, contractors and agents. In addition, the prevailing party in any litigation to enforce the Governing Documents shall be entitled to an award of its costs and reasonable attorney's fees.

In addition to, or instead of, enforcing the Governing Documents through legal action, the Association may enforce the Governing Documents through other means available under the Governing Documents or applicable law. The available means of enforcement include, but are not necessarily limited to, (i) the right of the Association to tow non-complaint vehicles from the Common Area at the vehicle owner's risk and expense, and (ii) the right to assess violation charges against Owners for violations of the Declaration or the Rules and Regulations (other than for nonpayment of assessments, which charges and remedies are addressed in other provisions of the Declaration) after first giving the responsible Owner notice and an opportunity for a hearing in

front of the Board in accordance with any applicable requirements and limitations in the POA Act and any related Board-adopted enforcement procedures.

Section 2. Severability/Conflict. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provision, which shall remain in full force and effect. In the event of irreconcilable conflict between this Declaration and other Governing Documents, the provisions of this Declaration shall control.

Section 3. Amendment. The covenants, restrictions and other provisions of this Declaration shall perpetually 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 and their representatives, heirs, successors, and assigns. Any amendment made hereto may be made at any time by agreement of at least two-thirds of the Owners, as evidenced by their execution of the amendment or ratifications thereof. Such amendment shall be effective when it is recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia along with a certification signed by the principal officer of the Association that the requisite number of Owners signed the amendment or ratifications thereof.

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. In the event such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit organization, for similar purposes.

Section 5. Use of Technology. Notwithstanding anything to the contrary in this Declaration or the Association's Bylaws or Articles of Incorporation, the Board may provide for or allow notices, votes, consents or approvals to be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice, all in accordance with any applicable requirements and limitations imposed by Section 55-515.3 of the POA Act and by the Virginia Nonstock Corporation Act. If a provision of the Governing Documents provides for a vote, approval or consent of Members (or Owners) at a meeting, then at the Board of Director's discretion, such vote, approval or consent may also, or in the alternative, be obtained by mail or electronic transmission in accordance with applicable law, and in such event, the minimum total number or percentage of Members (or Owners) required to participate in the process shall be equal to the applicable quorum requirement had a meeting been held for that

purpose, and such process shall be subject to the same amount of advance notice as would have to be given to Members (or Owners) had a meeting been held for that purpose.

IN WITNESS WHEREOF, AUTUMN GLEN-FREDERICK COUNTY, VIRGINIA HOMEOWNERS ASSOCIATION, INC. has caused this Amended and Restated Deed of Dedication and Declaration of Covenants, Conditions and Restrictions to be signed by its respective principal officer, who hereby certifies that this amendment was duly adopted by the required percentage of Owners who signed ratifications hereof.

Signed By: Evelyn C. Harris
President,
Autumn Glen-Frederick County,
Virginia Homeowners Association, Inc.

Date: 8/14, 2018

State of Virginia
City/County of Frederick, to wit:

The foregoing instrument was acknowledged before me on this 14th day of August, 2018 by Evelyn Harris, whose name is signed as Autumn Glen-Frederick County, Virginia Homeowners Association, Inc. to the foregoing Amended and Restated Deed of Dedication and Declaration of Covenants, Conditions and Restrictions, as being signed pursuant to due and proper authority on behalf of that Association.

Allen Bradford Grimm
Notary Public

My commission expires: 11/30/19
My notary registration number: 7666515

ALLEN BRADFORD GRIMM
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7666515
My Commission Expires November 30, 2019

VIRGINIA: FREDERICK COUNTY, SC1.
This instrument of writing was produced to me on
8-22-18 at 9:50am
and with certificate 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

ALLEN BRADFORD GRIMM
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 766615
My Commission Expires November 30, 2019

[Faint, illegible text and markings, possibly a signature or stamp]