

THIS DEED OF DEDICATION, made this 24<sup>th</sup> day of May, 2004, by GREYSTONE PROPERTIES, LLC, a Virginia limited liability company, hereinafter called the DECLARANT or GRANTOR, whether one or more, party of the first part, *and* the TOWN OF BOYCE (herein called the Town), party of the second party.

WHEREAS, the Grantor is the owner in fee simple of the real estate shown on that certain Final Subdivision Plat drawn by Randy A. Stowers, L.S., dated May 7, 2004, known as

**BOYCE CROSSING**

Which Final Subdivision Plat is attached hereto and incorporated herein by reference as if set out in full; and,

WHEREAS, said real estate, as shown on the aforesaid attached Final Subdivision Plat, has been subdivided into lots for construction of single-family homes thereon (Lots 1 through 43 inclusive) and the hereinabove referenced Final Subdivision Plat shows accurately the metes and bounds of the subdivided land, together with the subdivision to be used as open space, streets, utility easements, ingress, egress, and drainage easements, all of which shall constitute a portion of that development known as Boyce Crossing and which common areas shall be owned and/or maintained by the Boyce Crossing Homeowners Association, Inc., upon the terms and conditions as set forth hereinafter; and,

WHEREAS, the Grantor now desires to subdivide same into lots to be known as Boyce Crossing. The subdivision of said real estate, as it now appears on the aforesaid attached Final Subdivision Plat, is with the free consent and in accordance with the desires of the undersigned Grantor, and the Grantor further desires to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication.

NOW THEREFORE, THIS DEED OF DEDICATION WITNESSETH: That for and in consideration of the premises and the benefits which will accrue by reason of the Dedication, the Grantor does hereby subdivide all of the certain tract or parcel of land designated as Boyce Crossing, lying and being situate in Clarke County, Virginia, and being more particularly described by that certain Final Subdivision Plat of Boyce Crossing, drawn by Randy A. Stower, L.S., dated May 7, 2004, containing Lots 1 through 43 inclusive, which Final Subdivision Plat is attached hereto and incorporated herein by reference as if set out in full.

All of the lots shown on the plat attached hereto shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real and 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 Boyce Crossing Homeowners Association. Inc., a nonstock Virginia Corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to that certain real property described as "open space" in Boyce Crossing, and such additions thereto as may hereafter be brought within the jurisdiction of the Company.

Section 3. "Lot" shall mean and refer to any of the Lots (lots 1 through 43, inclusive, designated upon the final plats of Boyce Crossing), with the exception of the open space, defined as "Common Areas" hereinabove.

Section 4. "Member" shall mean and refer to every person or entity that 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 part of Boyce Crossing as shown on the hereinabove-referenced final plats,

including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" or "Grantor" shall mean and refer to Greystone Properties, LLC, a Virginia limited liability company, its successors and assigns.

## ARTICLE II

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee 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. Only one membership shall be accorded per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

## ARTICLE III

### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Except for the Grantor (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B: The Class B member shall be the Grantor and any owner to whom the Grantor assigns such voting rights at the time of conveyance of Lots to that party. The Class B member shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast in the aggregate more than one vote per Lot for each Lot owned by them.

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the ninth anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association; provided, however, that the Class B Membership shall be revived (and the Grantor shall again be entitled to three votes for each Lot owned by the Grantor) during any periods of time occurring before the ninth anniversary of the date of the Declaration, when, by reason of the annexation of additional land as part of the Property, additional Lots owned by the Grantor exist which, when added to the other Lots then owned by the Grantor, would result in the Grantor having more than 50% of the votes of the Association were the Grantor to have three votes for each Lot owned by the Grantor instead of only a single vote for each Lot owned by the Grantor.

#### BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of not less than five (5), but no more than nine (9) directors, who must be members of the association. The initial board of directors shall be appointed by the Declarant herein and serve until the first annual meeting following conveyance of the first lot in Boyce Crossing, to a grantee other than Greystone Developers, Inc.; thereafter, the Board of Directors shall be elected by the Membership as determined in the Bylaws of the Association.

#### TREASURER

The board of directors shall decide whether or not the Treasurer of the association shall be bonded with surety; and if so, the expense of such a fidelity bond for the treasurer to be borne by the Association.

#### ARTICLE IV

##### PROPERTY RIGHTS IN COMMON PROPERTIES

Section I. 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 shall be appurtenant to and shall pass with the title to every assessed 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 members, 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 Homeowners hereunder. In computing the required vote of the members in connection with any such mortgage of the "Common Areas", the lots owned shall be given notice of any such proposed mortgage of said "Common Areas" as set forth in Paragraph (c), infra.
- (b) The rights of the Association to suspend the voting rights and the right to the use of the "Common Areas" by a member for any period during which any 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 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 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 thirty (30) days nor more than sixty (60) days in advance.
- (d) Any and all other rights or privileges conferred upon the Association by the laws of the Commonwealth of Virginia.

Section 2. Delegation of Use: Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the "Common Areas" to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the "Common Areas": The Declarant, or such other entity as is invested with title at the time of conveyance, hereby covenants that fee simple title to the common open space and parking areas (referred to hereinabove as "Common Areas") will be conveyed to the Association free and clear of all liens and encumbrances prior to the conveyance of the first lot in Boyce Crossing to a grantee other than Greystone Properties, LLC.

ARTICLE V  
COVENANTS FOR MAINTENANCE  
ASSESSMENT FOR THE ASSOCIATION

Section I. Assessments: The Declarant, for each lot owned, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay 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 thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time of the assessment fee was due. 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.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the following purposes, to-wit: improvements and maintenance of the "Common Areas" including the private streets and rights of way, specifically including, but not limited to, payment of real estate taxes, repairs, removal of snow from association-owned and maintained parking areas and streets within said subdivision, maintenance and repair of any drainage and detention facilities, maintenance of street lights and payment of all utility charges therefore, maintenance and repair of utility and drainage easements, maintenance, and services and facilities devoted to the aforesaid purposes and expenses related to the use of and enjoyment of the "Common Areas"; and further, for the purpose of promoting the recreation, health, safety and welfare of the residents in the "Common Areas" of Boyce Crossing.

Section 3. Basis and Maximum Annual Assessments: Until January 1 of the year immediately following the conveyance of the first lot to an owner the maximum annual assessment shall be \$500.00 per lot for all lots 1 - 43, inclusive.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment per lot may be increased above that set forth hereinabove the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall be in accordance with the procedures set forth in the Code of Virginia, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days or more than 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 of Incorporation.

(b) After consideration of current maintenance costs and future needs of the association, the board of directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: 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 capital improvement upon the "Common Areas", specifically including but not limited to maintenance, repair and improvement of any association-owned parking areas and streets within said subdivision, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be levied in accordance with the procedures required by the Code of Virginia §55-514, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purposes of the meeting.

Section 5. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast 51% 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 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 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 first lot to a grantee other than Greystone Properties, LLC. 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 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 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 the assessments are 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 file a Notice of Lien among the land records and foreclose said lien against 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 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 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, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments 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 assessments thereafter becoming due from the lien thereof.

Section 9. Lot Transfer Fee: Every lot or parcel of property subject to this Deed of Dedication is subject to a Lot Transfer Fee. Upon the sale of any lot in Boyce Crossing, the purchaser of such lot shall pay to the Homeowners Association a transfer fee of \$500. Such fee shall be paid to the Association at the closing or settlement of the property.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein; (a) Any property owned by the Association; (b) All properties dedicated to and accepted by a local public authority; (c) Any and all lots owned by Declarant, its successors or assigns for which a final Certificate of Occupancy has not been issued by the Town of Boyce, the County of Clarke, Virginia or such other agency having jurisdiction thereof; and (d) All properties owned 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 11. 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, the Town of Boyce may take such action as authorized by the Town of Boyce Zoning Ordinance. The Town of Boyce Zoning Ordinance and any and all amendments thereto is by this reference made a part hereof as if set out in full.

Section 12. Dissolution of the Association: 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 Boyce Crossing. 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.

## ARTICLE VI COVENANTS AND RESTRICTIONS

The lots in said Subdivision are subject to the following covenants and restrictions which shall be considered covenants real and running with the land and shall be binding on all parties and persons claiming under them and shall be for the benefit of and constitute limitations upon all future owners of said lots:

1. All lots shall be used for single-family residential purposes only. Any utility or other out building on any Lot shall be of the same material and construction as the main structure on such lot.
2. No profession or home occupation shall be conducted in or on any part of a lot; provided, however, that DECLARANT reserves the right to use one or more of said Lots for business purposes in connection with development, sales and operation of said subdivision.
3. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot which signs will not exceed five (5) square feet in area, or signs used by the Grantor to advertise the property during construction and sale. No "For Rent" signs shall be allowed or displayed on any Lot.
4. No exterior antennas shall be permitted on any lot. Satellite dishes are permitted and must be no larger than 24" in diameter. Prior to the installation of a satellite dish, the Lot owner must first obtain the written

approval of the architectural review committee for the proposed placement of the said satellite dish on the Lot.

5. No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton (or less) vans shall be permitted on any lot except during the course of construction. No motor vehicle or material portion thereof which does not have a current license and current Virginia inspection sticker shall be permitted on any lot.
6. No animals of any kind (including livestock, poultry or birds) shall be permitted on any lot, except dogs, cats and other usual household pets may be kept, provided they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers.
7. No fence nor hedge shall be constructed nor planted along the front (street) boundary of any Lot; and no such fence or hedge shall be constructed or placed closer to the street than the rear corner of the main structure placed on the Lot. No fence shall be constructed within 25' of any street bounding the side of any corner lot. No fence or hedge shall exceed six (6) feet in height. Prior to the installation of any fence or hedge the Lot owner shall first obtain the written approval of the architectural review committee as to the placement and materials to be used. All hedges must be kept neatly trimmed.
8. 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 neighborhood.
9. In the event that a dwelling is destroyed, the owner of the dwelling within thirty (30) days from said destruction, shall clear away the debris and the remaining portion of the dwelling unit and maintain the lot in a neat and

orderly condition. No structure other than one substantially similar to the original structure, having the same dimensions and similar architecture as the unit destroyed shall be constructed in the place of the original structure.

10. All units shall be kept in good repair and order. In the event a dwelling unit is damaged, or has materially deteriorated, the owner of the unit shall immediately repair the damage or deterioration.
11. No Lot shall be used or maintained as a dumping ground for rubbish. 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 house, except on the date of garbage pickup, and should be placed in sanitary containers.
12. No trees shall be planted nor other digging undertaken without first securing the approval of the local utility companies and without first being advised as to the location of all underground utilities.
13. No exterior clothesline, or hanging device, shall be permitted on any Lot, except for an umbrella-type with a diameter not to exceed seven (7) feet; provided, however, the same may only be used in the rear of any dwelling house constructed on said lot and the clothes line is stored in a garage, utility building or the equivalent when the clothes line is not in use.
14. The color of the paint on the exterior of every building on each Lot shall be the same as the original color unless a different color from the original color has been approved by the architectural review committee.
15. No building, structure, addition nor exterior alteration or improvements of any character shall be constructed upon any Lot or dwelling located thereon, except as exterior painting is permitted by the prior paragraph, unless the plan of construction, including quality of workmanship, design,

colors and materials, shall have been approved in writing by the architectural review committee as being in harmony with the whole subdivision.

16. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods unless the owners of a majority of lots in Boyce Crossing Subdivision shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.
17. The Grantor herein reserves and shall have the right alone to waive any one or more of the restrictive covenants and conditions contained herein as to any lot transferred by it except that it cannot change the use of any lot from residential to commercial. This waiver shall not affect the binding effect of the covenants and conditions upon any other lot. The Grantor further reserves the right alone to impose additional restrictive covenants and restrictions as to any lot or lots owned by it at the time of the imposition and such imposition shall not affect the binding effect of these provisions upon any other lots.
18. The invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect. The failure of the lot owners of the Grantor herein 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.

19. The covenants and restrictions herein contained shall not impose any restraint on any portion of land now owned or hereafter acquired by Greystone Developers, Inc., other than Boyce Crossing Subdivision.

ARTICLE VII  
EASEMENTS

Section 1. Public Utility and Drainage Easements: The property dedicated hereby is subject to those certain easements or rights of way designated as Drainage Easements, Water & Sewer Easements, Sanitary Sewer Easements, Access and Utilities Easements, and Utilities Easements on the aforesaid plat of Boyce Crossing. The Grantor does hereby grant and convey unto the Town of Boyce and Clarke County, Virginia, or other agency having jurisdiction thereof, a perpetual right of way or easement for the construction, reconstruction, maintenance and repair of the aforesaid easements and any related facility designated on the aforesaid plat as Utility Easements.

Section 2. Maintenance of Drainage Easements: The maintenance of all drainage easements located within the subdivision shall be maintained by the Association and in the event that said Association does not maintain said area, and keep the same in good repair, then the Grantor and/or the Town of Boyce or Clarke County, as the case may be, 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. Driveway Easements: The Common Areas shall be subject to easements for ingress and egress from the Lots to the streets located within Boyce Crossing.

Section 4. Streets: Every Member shall have the right of ingress and egress to their respective Lots over the streets or areas marked for ingress/egress as designated on the attached Final Subdivision Plat of Boyce Crossing.

Section 5. Reservations:

- (a) The Grantor reserves unto itself, its successors or assigns, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, 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 Subdivision Plat of Boyce Crossing, and over the Common Areas, as needed, provided that such easements shall not unreasonably interfere with the use and enjoyment of the Common Areas.
- (b) The Grantor further reserves unto itself, its successors or assigns, for a period of five (5) years from the date of conveyance of the first lot in Boyce Crossing, a blanket easement and right on, over and under the ground within said Subdivision to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Grantor shall restore the affected property to its original condition as near as practical. The Grantor shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Grantor an emergency exists which precludes such notice. Reservation by the Grantor of such blanket easement and rights contained herein shall not, in any way, obligate Grantor to undertake any maintenance, repair or corrective action

whatsoever and shall not impose any liability or responsibility upon Grantor therefore.

## ARTICLE VIII 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 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 the right to do so thereafter. All costs which the Association, its successors or assigns, or any Owner shall incur in the successful enforcement of the restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed, shall be borne by the party against which action is taken and which costs shall include reasonable attorney's fees, costs and damages.

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, as described under Article VI, restriction No. 18, supra.

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 fifteen (15) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, except as otherwise allowed by the laws of the Commonwealth. The covenants and



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restrictions of this Declaration may be amended during the first (15) year period by and instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, except as otherwise allowed by the laws of the Commonwealth.

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.

The Dedication and Subdivision of the land as shown on the attached plat is with the free consent and in accordance with the desires of the undersigned Declarant, and is in conformity with the provisions of "The Virginia Land Subdivision Act" as are applicable, together with the applicable ordinances and regulations of the governing body of the Town of Boyce, Clarke County, Virginia, or other agency having jurisdiction thereof.

The designated Common Areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the owners in Boyce Crossing, as provided hereinabove.

WITNESS the following signatures and seals:

On behalf of Greystone ~~Developers, Inc.~~ <sup>Properties, LLC</sup> JKW

James B. Miller [SEAL]  
~~President~~ manager JKW

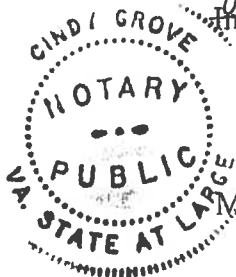
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For Town of Boyce, Virginia:

By: Steve F. Hott [SEAL]  
 Steve F. Hott, Mayor

COMMONWEALTH OF VIRGINIA  
 CITY/COUNTY OF Clarke, to-wit:

Acknowledged before me this 25th day of May, 2004, by  
James R. Wilkins, III, who is Manager of Greystone Developers,  
 Inc. Properties, LLC

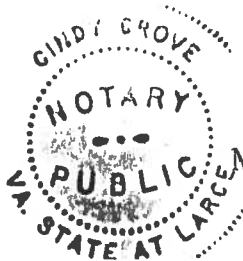


Cindy Grove  
 NOTARY PUBLIC

My commission expires: November 30, 2006

COMMONWEALTH OF VIRGINIA  
 CITY/COUNTY OF Clarke, to-wit:

Acknowledged before me this 25th day of May, 2004, by  
Steve F. Hott, who is Mayor of the Town of Boyce, Virginia.



Cindy Grove  
 NOTARY PUBLIC

My commission expires: November 30, 2006

Clarke Co., SC1.  
 This instrument of writing was produced to me on  
 the 25th day of MAY, 2004  
 at 2:50 P.M. and with certificate of  
 acknowledgement thereto attached was  
 admitted to record.

Teste: Helen Butler, Clerk