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THIS AMENDED DEED OF DEDICATION, made and dated this 6 day of December, 1988, by and between JASBO, INC., a Virginia Corporation, FRED L. GLAIZE, III, and ANN W. GLAIZE, his wife, and OAKCREST BUILDERS, INC., a Virginia Corporation, parties of the first part, hereinafter called the Grantors; and THE COUNTY OF FREDERICK, VIRGINIA, party of the second part; COMMONWEALTH ABSTRACT CORPORATION, A Virginia Corporation, TRUSTEE, party of the third part, hereinafter called Trustee; and FIRST AMERICAN BANK OF VIRGINIA, party of the fourth part, hereinafter called Beneficiary.

WHEREAS, by that certain Deed of Dedication dated July 12, 1988, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 688 at Page 297, Jasbo, Inc., a Virginia Corporation, and Fred L. Glaize, III, and Ann W. Glaize, his wife, did subdivide and dedicate Brookland Heights Subdivision, Section I, II, and III; and,

WHEREAS, subsequent to the execution and recordation of said Deed of Dedication dated July 12, 1988, and of record as aforesaid, Lots 1 through 27, inclusive, of Brookland Heights Subdivision, Section I, were conveyed to Oakcrest Builders, Inc., by Deed dated July 29, 1988, of record in the aforesaid Clerk's Office in Deed Book 688 at Page 331; and,

WHEREAS, said Lots 1 through 27, inclusive, of Brookland Heights, Section I, were encumbered by that certain Deed of Trust dated September 19, 1988, of record in the aforesaid Clerk's Office in Deed Book 693 at Page 5, wherein said Lots were conveyed to William M. Mote, Trustee,

to secure the repayment of that certain indebtedness payable to the Beneficiary herein; and,

WHEREAS, the Grantors herein, constituting the owners of all of the Lots in said Brookland Heights Subdivision, Sections I, II, and III, do hereby amend the terms of said Deed of Dedication dated July 12, 1988, and of record as aforesaid as more fully set forth hereinafter; and,

WHEREAS, except as amended herein, the Grantors do ratify and confirm all the remaining terms and provisions of said Deed of Dedication dated July 12, 1988, and of record as aforesaid.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by each of the parties hereto unto to the other, receipt of which is hereby acknowledged, and other consideration deemed adequate at law, the Grantors do hereby amend the Deed of Dedication dated July 12, 1988, of record in the aforesaid Clerk's Office in Deed Book 688 at Page 297 of Brookland Heights Subdivision, Sections I, II, and III, as follows:

(A) That the provisions of Paragraphs 5, 6, and 7 of said Deed of Dedication of Brookland Heights Subdivision, Sections I, II, and II, dated July 12, 1988, and of record as aforesaid are hereby vacated and shall be of no further force and effect.

(B) That the following restrictions, covenants and conditions are hereby imposed upon all lots in said Brookland Heights Subdivision, Sections I, II, and III, in the place and stead of the provisions of Paragraphs 5, 6, and 7, vacated hereinabove, to-wit:

## 5. DEFINITIONS

(1) "Association" shall mean and refer to Brookland Heights Subdivision Homeowners Association, Inc., a non stock Virginia Corporation, its successors and assigns.

(2) "Common Areas" shall mean and refer to that certain real property hereinabove described as common open space and parking areas, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation.

(3) "Lot" shall mean and refer to any of the lots designated upon the plat of Brookland Heights Subdivision, Sections I, II, and III, with the exception of the common areas space and parking areas.

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

(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 the Brookland Heights Subdivision, Sections I, II, and III, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## 6. 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 which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

#### 7. 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 No. 6, supra. 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.

#### 8. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), but no more than nine (9) directors, who must be members of the Association. The initial Board of Directors shall be appointed by the Association and serve until the first annual meeting following conveyance of the first Lot in Brookland Heights Subdivision, Sections I, II, and III; thereafter, the Board of Directors shall be elected by the Membership as determined in the Bylaws of the Association.

#### 9. TREASURER

The Treasurer of the Association shall be bonded, with the expense of such a fidelity bond for said officer to be borne by the Association.

#### 10. PROPERTY RIGHTS IN COMMON PROPERTIES

(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 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" and in aid thereof to mortgage said property and the rights of such mortgagee in said "Common Areas" shall be subordinate to the rights of the Homeowners hereunder; provided however, that said "Common Areas" cannot be mortgaged or encumbered without the consent of not less than two-thirds (2/3) of the members.
- (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 twenty-five (25) days nor more than fifty (50) days in advance.

(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.

(3) Title to the "Common Areas": The Grantors, or such of them as is vested 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 the "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 Brookland Heights Subdivision, Sections I, II, and III.

11. COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

(1) Assessments: Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree 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 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 when the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

(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", specifically, including, but not limited to, payment of real estate taxes, repairs, snow removal,

storm drainage repair, maintenance of street lights and payment of all utility charges therefor, and services and facilities devoted to the aforesaid purposes and 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 Brookland Heights, Sections I, II and III.

(3) Basis and Maximum of 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 \$75.00 per year per Lot;

- (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 by a vote of the Members for 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 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.

(4) Special Assessments for Capital Improvement

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", including the necessary fixtures and personal property related thereto, provided that any such assessment 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.

(5) Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly or annual basis, as deemed appropriate by the Board of Directors.

(6) Quorum for any Action Authority Under Sections 3 and 4: At the first meeting called as provided in Paragraphs (3) and (4) hereof, the presence at the meeting of Members or of proxies entitled to cast sixty-seven percent (67%) 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 Paragraphs (3) and (4) and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(7) 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 an Owner other than the Grantors herein. 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 these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(8) Effect of Non-Payment of Assessments:

Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessments which 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, 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.

(9) 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, 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. 1 sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

(10) Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein; (a) the "Common Areas"; (b) all properties dedicated to and accepted by a local public authority; and (c) all properties owned by a charitable or nonprofit 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.

(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 County of Frederick may take such action as authorized by the Frederick County Zoning Ordinance. The Frederick County Zoning Ordinance is by this reference made a part hereof as if set out in full.

(12) EASEMENTS

(1) Sewer and Water Easements: The property dedicated hereby is subject to those certain sanitary sewer easements and water easements as designated on the plats of Brookland Heights Subdivision, Sections I, II, and III, drawn by P. Duane Brown, C.L.S., attached to the Deed of Dedication of Brookland Heights Subdivision, Sections I, II, and III, dated July 12, 1988, and of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 688 at Page 297. The Grantors do hereby grant

and convey unto the The Frederick County Sanitation Authority a perpetual right of way or easement over the aforesaid rights of way for installation and maintenance water and sewer lines and any related facilities designat on the aforesaid plat as sanitary sewer and water easemen

(2) Ingress - Egress and Utility Easements: The property dedicated hereby is subject to those certain easements designated as ingress - egress and utility easements over and upon the subject property as shown on the aforesaid plats of Brookland Heights Subdivision, Sections I, II, and III.

(13) GENERAL PROVISIONS

(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 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 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.

(2) 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) years period by an 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. Any amendments must be properly recorded.

(3) 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 conveyed to a nonprofit organization to be used for purposes similar to those for which the Association was created.

(14) Except as amended herein, the parties hereto do hereby ratify and confirm all of the remaining terms and provisions of that certain Deed of Dedication of Brookland Heights Subdivision, Sections I, II, and III, dated July 12, 1988, and of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 688 at Page 297.

WITNESS the following signatures and seals:

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JASBO, INC., A Virginia Corporation

By [Signature] (SEAL)

FRED L. GLAIZE, III (SEAL)

Ann W. Glaize (SEAL)  
ANN W. GLAIZE

OAKCREST BUILDERS, INC., A Virginia Corporation

By [Signature] (SEAL)

COMMONWEALTH ABSTRACT CORPORATION,  
A Virginia Corporation, Trustee

By [Signature] (SEAL)

FIRST AMERICAN BANK OF VIRGINIA

By [Signature] (SEAL)

STATE OF VIRGINIA, At-Large,

County of Fredricks, To-WIT:

I, Anita E. Varnle, a Notary Public in and  
for the State and Jurisdiction aforesaid, do hereby certify  
that James L. Gaudin who is President for  
JASBO, INC., A Virginia Corporation, whose name is signed to  
the foregoing Amended Deed of Dedication dated December 6,  
1988, has personally appeared before me and acknowledged the  
same in my State and Jurisdiction aforesaid.

Given under my hand this 3<sup>rd</sup> day of December,  
1988.

My Commission expires April 27, 1992.

Anita E. Varnle  
NOTARY PUBLIC



STATE OF VIRGINIA, At-Large,

City of Winchester, To-WIT:

I, Jennifer D. Williams, a Notary Public in and for the State and Jurisdiction aforesaid, do hereby certify that FRED L. GLAIZE, III, whose name is signed to the foregoing Amended Deed of Dedication dated December 6, 1988 has personally appeared before me and acknowledged the same in my State and Jurisdiction aforesaid.

Given under my hand this 7<sup>th</sup> day of December 1988.

My Commission expires January 3, 1992.

Jennifer D. Williams  
NOTARY PUBLIC

STATE OF VIRGINIA, At-Large,

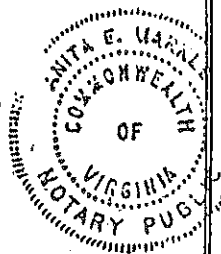
City of Winchester, TO-WIT:

I, Anita E. Markle, a Notary Public in and for the State and Jurisdiction aforesaid, do hereby certify that ANN W. GLAIZE whose name is signed to the foregoing Amended Deed of Dedication dated December 6, 1988, has personally appeared before me and acknowledged the same in my State and Jurisdiction aforesaid.

Given under my hand this 8<sup>th</sup> day of December, 1988.

My Commission expires April 27, 1992.

Anita E. Markle  
NOTARY PUBLIC



STATE OF VIRGINIA, At-Large,

County of Fredrick, TO-WIT:

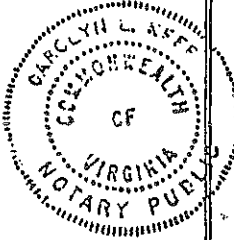
I, Carolyn L. Neff, a Notary Public in and for the State and Jurisdiction aforesaid, do hereby certify that Joseph Henkhausen who is Vice President for OAKCREST BUILDERS, INC., A Virginia Corporation, whose

name is signed to the foregoing Amended Deed of Dedication dated December 6, 1988, has personally appeared before me and acknowledged the same in my State and Jurisdiction aforesaid.

Given under my hand this 8<sup>th</sup> day of December, 1988.

My Commission expires September 12, 1990.

Barclay L. Neff  
NOTARY PUBLIC



STATE OF VIRGINIA, At-Large, in

County of Fairfax, TO-WIT:

I, Margaret A. Henson, a Notary Public in and for the State and Jurisdiction aforesaid, do hereby certify that Gregory A. Evans who is Vice Pres. for the COMMONWEALTH ABSTRACT CORPORATION, A Virginia Corporation, Trustee, whose name is signed to the foregoing Amended Deed of Dedication dated December 6, 1988, has personally appeared before me and acknowledged the same in my State and Jurisdiction aforesaid.

Given under my hand this 12<sup>th</sup> day of December, 1988.

My Commission expires 4/23/91

Margaret A. Henson  
NOTARY PUBLIC



STATE OF VIRGINIA, At-Large,

County of Frederick, TO-WIT:

I, Gandra L. Legge, a Notary Public in and for the State and Jurisdiction aforesaid, do hereby certify that J. Andrew Hershey who is Vice President for FIRST AMERICAN BANK OF VIRGINIA, whose name is signed to the

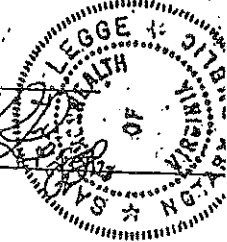
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foregoing Amended Deed of Dedication dated December 6, 1988 has personally appeared before me and acknowledged the same in my State and Jurisdiction aforesaid.

Given under my hand this 13<sup>th</sup> day of December, 1988.

My Commission expires 9-30-89

*Sandra L. Legge*  
NOTARY PUBLIC



VIRGINIA: FREDERICK COUNTY, SCT.  
This instrument of writing was produced  
to me on the 14<sup>th</sup> day of Dec,  
1988 at 3:16 p.m. and with certificate  
of acknowledgment thereto annexed was  
admitted to record.

*George B. Whitacre*  
CLERK



#5045

THIS DEED OF DEDICATION, made this 12<sup>th</sup> day of July, 1988, by and between JASBO, INC., a Virginia corporation, and FRED L. GLAIZE, III and ANN W. GLAIZE, his wife, of the one part, hereinafter called the Grantors, and THE COUNTY OF FREDERICK, VIRGINIA, of the other part, hereinafter called the Grantee.

W I T N E S S E T H:

1. The platting and dedication of Brookland Heights Subdivision, Sections I, II and III, as shown on the plats prepared by P. Duane Brown, C.L.S., Gilbert W. Clifford and Associates, Inc., dated May 18, 1988, May 19, 1988, and May 26, 1988, respectively, attached hereto and incorporated herein in full by this reference is with the free consent and in accordance with the desire of the Grantors herein. The platted land lies on the south side of Valley Mill Road, in Shawnee Magisterial District of Frederick County, Virginia, and is the same land which was conveyed to the Grantors herein by deed from Bowman Trucking Company, Inc., a Virginia corporation, dated January 29, 1988, and recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in Deed Book 671, at Page 137.

2. The Grantors do hereby grant and dedicate to the Grantee, in accordance with Section 15.1-478 of the 1950 Code of Virginia, as amended, that portion of the platted property designated on the attached plat.

3. The units (parcels of land used interchangeably with term lots meaning parcels of land or improvements upon parcels of land, as the case may be), contained in this Subdivision are subject to the following covenants, restrictions and easements which shall be considered covenants real and running with the land and shall be binding upon the Grantors and all subsequent owners of said units:

(1) No unit shall be used except for residential purposes.

(2) No signs or advertising of any nature shall be erected or maintained on a unit, except for sale or rental signs for said unit.

(3) No motor vehicle which does not have a current license plate and a current Virginia inspection sticker shall be permitted or allowed on any individual lot or in any parking lot or common area.

(4) No building, structure, alteration, addition or improvements of any character, other than interior alterations shall be constructed upon any unit unless and until a plan of such construction shall have been approved by the Board of Directors of the Brookland Heights Townhouse Association as to harmony with surrounding structures, the effect of the construction on the outlook from surrounding units and all of the factors which will in their opinion affect the desirability or suitability of the construction.

(5) There shall be no fencing in the front of any of the townhouse units and all fencing to the rear of the townhouse units shall be attached to the individual unit, not longer than twenty (20) feet and be of one inch by six inch pressure treated lumber, not higher than six feet, provided further that no fence shall be constructed in such a way as to completely close the rear area of said townhouse lot. No fence shall be constructed until the Board of Directors of Brookland Heights Townhouse Association shall have approved the same.

(6) No trees shall be planted nor other digging undertaken without first securing the approval of the local power company and without first being advised as to the location of all underground electrical and telephone wires.

(7) No noxious or offensive activities shall be carried on upon any unit, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.

(8) The color of the paint on the exterior of every building on each lot shall be the same as the original color unless the new color is a color used in the historic portion of Williamsburg, Virginia, and is sold by the maker of the paint as a sanctioned historic Williamsburg, Virginia color.

(9) No animals, livestock or poultry of any kind shall be raised or kept on any unit, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any dog house or other structure housing any animal allowed in this paragraph shall be in the rear area of the townhouse lot and no such structure shall be allowed to the front of the townhouse unit.

(10) No boats, trailers, campers, trucks or other similar vehicles or equipment, other than automobiles, motorcycles and pickup trucks shall be parked or located on any unit, or parking lot or common areas except for the purpose of delivery or removal for a period not exceeding two (2) calendar days.

(11) No baby carriages, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain on any unit except in the enclosed rear area. Brookland Heights Townhouse Association may impound all such articles and make a charge for their return.

(12) No unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal for such materials shall be kept in a clean and sanitary condition. No refuse or any container for

same shall be placed or stored in front of any house, except on the date of garbage pickup.

(13) No roof top antenna shall be erected or permitted on any of the townhouse lots or the structures thereon.

(14) No exterior clothes line, or hanging device shall be allowed upon any unit, except for an umbrella type one with a diameter not exceeding seven (7) feet, provided same is located in the rear of a unit. No clothes, or other washing, shall be dried outside except during the hours from 9:00 a.m. to 5:00 p.m.

(15) No unit owner shall have the right to park upon another's unit.

(16) The Brookland Heights Townhouse Association shall have the duty to care for the driveway area and the area between the driveway and any public or private street and shall pay the cost of street lighting and for the mowing of the common areas.

(17) In the event a townhouse is destroyed, the owner thereof shall begin construction within a reasonable time or excavate and clear away the remaining portion of the townhouse and maintain the unit in a neat and orderly condition. If the owner fails to perform such clearance or maintenance for a period exceeding sixty (60) days, Brookland Heights Townhouse Association shall perform the same and the expenses thereof shall be a lien on the particular unit.

(18) In the event a townhouse is destroyed, no structure other than a townhouse of the same dimensions and similar architecture shall be constructed in the place of the original structure.

(19) The walls dividing each of the Units shall be treated as party walls. The cost of reasonable repair and maintenance of a party wall shall be shared by the two (2)

adjoining landowners, 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 wilful acts or admissions. Except as noted otherwise in the paragraph, the general rules of law and equity regarding party walls and liability for property damage due to negligence or wilful acts or admissions shall apply

(20) Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

4. The Grantor reserves unto itself and its 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 and other utility equipment where such utility lines and equipment are now located and on, over and under that strip of land marked on the attached plat for utility easements, the right of ingress and egress thereto and the right to grant easements or rights of way therefor. In addition, each unit owner shall have the right of ingress and egress to his unit over said strip of land marked utility easement.

5. (a) The owner of each unit; upon which construction has started or been completed, and for which an occupancy permit has been issued, as of January 1st of each year beginning January 1,

1989, shall pay to Brookland Heights Townhouse Association, its successors or assigns, the sum of Seventy Five Dollars (\$75.00) per unit owned by said owner or such other amounts as are determined by Brookland Heights Townhouse Association, payable during the month of January of each year, beginning January 1, 1989, and to be used solely for the lighting costs and the maintenance, repair, improvements and snow removal of the parking, the driveway and the adjoining street side areas of the area known as Brookland Heights Townhouses in Frederick County, Virginia, as more particularly described by plats, now or hereafter prepared and recorded, in the Clerk's Office of the aforesaid County, attached to deeds of dedication of Brookland Heights Townhouse Subdivision. Said annual payment shall be a charge upon and running with the respective unit. Each assessment shall be the personal obligation of the owner of said property as of the beginning of the respective year and such personal obligation shall not pass to his successor in title until expressly assumed by him. If the owner is in default on March 1st of any year, Brookland Heights Property Owners Association, its successors and assigns, in addition to any other legal means of collection, may sell the property at public auction after advertisement, once a week for two (2) successive weeks, in some convenient newspaper, having general circulation in this County, and after ten (10) days written notice mailed to the last known address of said owner.

These dues, which shall be standard unless amended of record, shall be pro rated at closing upon the sale of any townhouse unit.

b. This lien is expressly made inferior and subordinate to any deed of trust now or hereafter encumbering any Unit, unless notice to the contrary is placed of record prior to the recordation of a deed of trust.

6. Brookland Heights Townhouse Association, mentioned herein, shall apply to a Brookland Heights Townhouse Association formed on July 29, 1988 in regard to Brookland Heights Subdivision, Sections I, II and III and which Association has executed Articles of Association pertaining to the organization of said Association and the respective rights and responsibilities of the members thereof.

7. The Grantors herein, or Oakcrest Builders, Inc., shall have the right to amend, change or alter any of these restrictions without notice.

WITNESS the following signatures and seals:

JASBO, INC.

By James L. Bowman (SEAL)  
James L. Bowman, President

Fred L. Glaize, III (SEAL)  
Fred L. Glaize, III

Ann W. Glaize (SEAL)  
Ann W. Glaize

STATE OF VIRGINIA, AT LARGE,  
CITY/COUNTY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 1988, by James L. Bowman, as president of Jasbo, Inc., a Virginia corporation, on behalf of said corporation.

My commission expires January 3, 1992.

Jennifer D. Williams  
Notary Public

STATE OF VIRGINIA, AT LARGE,

CITY/COUNTY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this  
12<sup>th</sup> day of July, 1988, by Fred L. Glaize, III and  
Ann W. Glaize, his wife.

My commission expires

January 3, 1992

Jennifer D. Williams  
Notary Public