

01-1440

THIS DEED OF DEDICATION, made and dated this 17th day of FEBRUARY, 2001 by and between OAKCREST PROPERTIES, L.L.C., a Virginia Limited Liability Company, party of the first part, hereinafter called the DECLARANT, whether one or more, FREDERICK COUNTY, VIRGINIA, party of the second part, BILLY J. TISINGER, Trustee and BOWMAN TRUCKING COMPANY, INC., a Virginia Corporation and FRED L. GLAIZE, III, hereinafter collectively called Beneficiary and SUNTRUST BANK - WESTERN VIRGINIA, hereinafter called SunTrust, RICHARD E. MORAN, Trustee, hereinafter called SunTrust Trustee.

WHEREAS, the DECLARANT is the owner in fee simple of the real estate shown on that certain Final Plat drawn by P. Duane Brown, L. S., dated January 15, 2001, and revised as set forth thereon, known as Cross Creek Village, Section 1, which Final Plat is attached hereto and incorporated herein by reference as if set out in full. This is a portion of the real estate of which a one-half interest was conveyed to Oakcrest Properties, L.L.C. from Valley Development Group, Inc. by deed dated December 14, 2000 and of which a one-half interest was conveyed to Oakcrest Properties, L.L.C. from Bowman Trucking Company, Inc. and Fred L. Glaize, III by deed dated January 8, 2001, said deeds recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia as Instruments 0000013096 and 010000299, respectively; and,

WHEREAS, said real estate, as shown on the aforesaid attached Final Plat, has been subdivided into lots for the construction of single-family homes thereon (Lots 1 through 20 and Lots 51 through 72 inclusive) and the hereinabove referenced Final Plat shows accurately the metes and bounds of the subdivided land, together with the dimensions of each lot thereof and also shows certain surrounding lands in said 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 Cross Creek Village, Section 1 and which common areas shall be owned and/or maintained by the Cross Creek Village Homeowners Association, Inc., upon the terms and conditions as set forth hereinafter; and,

WHEREAS, the DECLARANT now desires to subdivide the same into lots to be known as Cross Creek Village, Section 1. The subdivision of said real estate, as it now appears on the aforesaid attached Final Plat, is with the free consent and in accordance with the desires of the undersigned DECLARANT, Trustee, Beneficiary and SunTrust, and the parties hereto further desire 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 this Dedication, the DECLARANT does hereby subdivide all of that certain tract or parcel of land designated as Cross Creek Village, lying and being situate in Frederick County, Virginia, and being more particularly described by that certain Final Plat of Cross Creek Village, Section 1 drawn by P. Duane Brown, L.S., dated January 15, 2001, containing Lots 1 through 20 and Lots 51 through 72, inclusive, which Final 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 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 Cross Creek Village Homeowners Association, Inc., a nonstock Virginia Corporation, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to that certain real property described as common open space, the streets not dedicated to the public herein, driveways, 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 Final Plat of Cross Creek Village, or any future final plats recorded with regard to future sections of Cross Creek Subdivision, with the exception of the Common Areas as defined hereinabove.

Section 4. "Member" shall mean and refer to every person or entity who holds membership on 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 the Cross Creek Village Subdivision, 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" shall mean and refer to Oakcrest Properties, L.L.C., 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 which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III**VOTING RIGHTS**

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

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), but no more than nine (9) Directors, who must be members of the Association. The initial Board of Directors shall be appointed by the Declarant and serve until the first annual meeting following conveyance of the first lot in Cross Creek Village to a third party owner; thereafter, the Board of Directors shall be

elected by the Membership as determined in the By Laws of the Association.

TREASURER

In the event that the Board of Directors deems it necessary, 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.

ARTICLE IV

PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment: Every Member shall have a right and easement of enjoyment in and to the common 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 By Laws, 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 Members hereunder. In computing the required vote of the Members in connection with any such mortgage of the Common Areas, the lots owned by the DECLARANT shall not be included. All Members 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 twenty-five (25) days nor more than fifty (50) days in advance of the intended conveyance or dedication.

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

Section 3. Title to the Common Areas: The DECLARANT, or such other entity as is vested with title at the time of conveyance, hereby covenants that fee simple title to 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 Cross Creek Village to a third party owner.

ARTICLE V

COVENANTS FOR MAINTENANCE

ASSESSMENT FOR THE ASSOCIATION

Section 1. Assessments: The Declarant, for each Lot owned, hereby covenants, and 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 agrees 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 interest thereon at the rate of 12.0% per annum 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 fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment 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, too-wit: Improvement, repair and maintenance of the Common Areas, specifically including, but not limited to, payment of real estate taxes, repairs, removal of snow from Association-owned and maintained driveways and streets within said Subdivision, maintenance and repair of drainage and detention facilities, maintenance of street lights and payment of all utility charges therefore, payment of water bills, maintenance and repair of utility and drainage easements, maintenance, repair and improvement of the Association-owned community recreation center, maintenance of shrubbery, of lawns, including landscaping and mowing of the yards of all Lots, maintenance, repair and improvement of the Association-owned common water lines, meaning any and all water lines running from any master meter to the foundation of any housing unit; payment of all liability insurance premiums for liability insurance upon the Common Areas 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 Cross Creek Village.

Section 3. Basis and Maximum of Annual Assessments: Until January 1 of the year immediately following the conveyance of the first Lot to a third party owner, the maximum annual assessment shall be One Thousand One Hundred Forty Dollars (\$1,140.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to a third party 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. 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 driveways, streets, maintenance, repair and improvement of the Association-owned common water lines, meaning any and all water lines running from any

master meter to the foundation of any housing unit or the community recreation center within said Subdivision, 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 purposes of the meeting.

Section 5. Quorum for any Action Authority 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 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 Sections 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 ninety (90) 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 third party owner. 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.

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 the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the 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. Sale or transfer of any Lot shall not affect the assessment lien. However, upon the sale or transfer of any Lot pursuant to a foreclosure thereof, the lien of such assessments as to payments thereof which become due prior to such sale or transfer shall be subordinated to the lien of said deed of trust in foreclosure. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

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; (c) Any and all lots owned by DECLARANT for which a final Certificate of Occupancy has not been issued by Frederick County, Virginia, or such other agency having jurisdiction thereof for a dwelling house constructed thereon; and (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia.

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 Ordinance and any and all amendments thereto, which are by this reference made a part hereof as if set out in full.

ARTICLE VI

USE, RESTRICTIONS AND COVENANTS

The Lots in Cross Creek Village shall be subject to the following restrictions, which are constituted covenants real to run with the land:

1. The development has been especially designed, constructed, and equipped to meet the special needs of active senior adults. Furthermore, the organization, operation, and maintenance of services at the development will be structured and implemented to provide a safe and comfortable environment where senior adults can enjoy independence and security. To promote those goals and a community atmosphere, residency will be restricted, to the extent allowed by law, to individuals at least fifty-five (55) years old and couples of which at least one

person is at least fifty-five (55) years old.

2. All lots shall be used for single-family residential purposes only. No detached garage or carport shall be permitted on any Lot. Any utility or other out building on any Lot shall be of the same material and construction as the main structure on such Lot.

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 shall not exceed five (5) square feet in area, or signs used by the Declarant to advertise the property during construction and sale. No "For Rent" signs shall be allowed or displayed on any Lot.

4. 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, and 3/4 ton (or less) vans shall be permitted on any Lot unless parked in an enclosed garage out of the public view. 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.

5. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers.

6. 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 lot owners in Cross Creek Village.

7. In the event that a dwelling is destroyed, the owner of the dwelling, within thirty (30) days from said destruction, shall clear away any debris and the

remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition.

8. In the event a dwelling unit is damaged, or has materially deteriorated, the owner of the unit shall immediately repair the damage or deterioration.

9. 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, unless placed in sanitary containers.

10. No exterior clotheslines, 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, that the same may only be used in the rear of any dwelling house constructed on said Lot and the clothes line is stored within a garage, utility building or the equivalent when the clothes line is not in use.

11. 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 Homeowner's Association.

12. 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 Board of Directors of the Association as being in harmony with the whole subdivision.

13. No profession or home occupation shall be conducted in or on any part of a Lot except as approved by the Homeowner's Association and which shall be in accord with any local, federal or state law; 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 Cross Creek Village.

14. No structure or improvement, including fences, shall be built in the landscape easement as said easement is applicable to lots 14 through 20, Section 1 and Lots 21 through 26, Section 2 of the Cross Creek Subdivision.

15. 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 Cross Creek Village, shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.

16. The DECLARANT reserves the right to adjust or relocate the boundary lines of any Lot owned by the DECLARANT, including the right to incorporate additional portions of the Common Areas within said Lots, so long as the DECLARANT complies with all applicable ordinances of Frederick County, Virginia. Except as provided herein, no Lot shall be further subdivided or the boundary lines thereto adjusted or relocated by any Owner; however, this shall not prohibit deeds of correction, deed to resolve boundary disputes and similar corrective instruments.

17. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Lot Owners or the DECLARANT 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.

18. The DECLARANT 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 owned or transferred by it. This waiver shall not affect the binding effect of the covenants and conditions upon any other Lot. The DECLARANT 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.

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 and Utility Easements on the aforesaid plat of Cross Creek Village. The DECLARANT does hereby grant and convey unto Frederick 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 areas, and keep the same in good repair, then the Declarant and/or Frederick 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 Cross Creek Village.

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 Plat(s) of Cross Creek Village.

Section 5. Reservations:

(a) The DECLARANT 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 Plat of Cross Creek Village, 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 DECLARANT 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 Cross Creek Village Subdivision, 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 DECLARANT shall restore the affected property to its original condition as near as practical. The DECLARANT shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the DECLARANT an emergency exists which precludes such notice. Reservation by DECLARANT of such blanket easement and rights contained herein shall not, in any way, obligate DECLARANT to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or responsibility upon DECLARANT therefore.

(c) The Owners 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 dwelling house built upon a common boundary line.

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. 15, 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, as described under ARTICLE VI, Restriction No. 15, supra. The covenants and restrictions of this Declaration may be amended during the first fifteen (15) year 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 amendment must be properly recorded.

Section 4. Dissolution: Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. 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. Reservation of Use of Community Recreation Center: The DECLARANT reserves the right to use the community recreation center for a period not to exceed five (5) years from the date hereof without charge or

expense for rent. The DECLARANT shall pay for all utility charges attributable to DECLARANT'S use of the community recreation center.

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 Frederick 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 Cross Creek Village, as provided hereinabove.

SunTrust and SunTrust Trustee, as the Beneficiary and Trustee under that certain Deed of Trust creating a first lien on the property described herein, which deed of trust is dated December 21, 2000 and recorded as Instrument No. 000013327, in the aforesaid Clerk's Office, join in this instrument to evidence their consent hereto.

Bowman Trucking Company, Inc., a Virginia Corporation and Fred L. Glaize, III and Billy J. Tisinger, Beneficiaries and Trustee under that certain deed of trust dated August 24, 2000 and recorded in Deed Book 974, at Page 104 (Assumed as Instrument No. 000013096) and that certain deed of trust dated January 8, 2001 and recorded as Instrument No. 010000300 in the aforesaid Clerk's Office, which deeds of trust create second liens on the property described herein, join in this instrument to evidence their consent hereto.

WITNESS the following signatures and seals:

OAKCREST PROPERTIES, L.L.C.
A Virginia Limited Liability Company

By [Signature] (SEAL)

[Signature] (SEAL)
Billy J. Tisinger, Trustee

BOWMAN TRUCKING COMPANY, INC.,
a Virginia Corporation

By [Signature] (SEAL)
James L. Bowman, President

[Signature] (SEAL)
Fred L. Glaize, III

SUNTRUST BANK - WESTERN DIVISION

By [Signature] (SEAL)
[Signature] (SEAL)
RICHARD E. MORAN, Trustee

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

The foregoing instrument was acknowledged before me this 9 day of February, 2001, by James J. Vickers, as Member Manager of Oakcrest Properties, L.L.C., a Virginia Limited Liability Company, on behalf of said Company.

My commission expires Dec. 31, 2001.
[Signature]
Notary Public

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

The foregoing instrument was acknowledged before me this 13 day of February, 2001, by Billy J. Tisinger, Trustee.

My commission expires 12/31/04.
[Signature]
Notary Public

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

The foregoing instrument was acknowledged before me this 8 day of February, 2001, by James L. Bowman, as President of Bowman Trucking Company, Inc., a Virginia Corporation, on behalf of said Corporation.

My commission expires December 31, 2001.

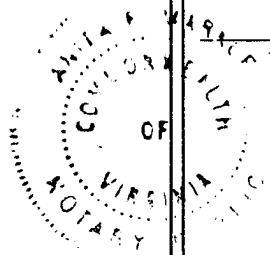
Glenn Garrett
Notary Public

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

The foregoing instrument was acknowledged before me this 12 day of February, 2001, by Fred L. Glaize, III, as Beneficiary.

My commission expires July 31, 2004.

Anto E. Markle
Notary Public



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

The foregoing instrument was acknowledged before me this 7th day of February, 2001, by Don H. Andree, as Vice President of SunTrust Bank, a _____, on behalf of said Bank.

My commission expires December 31, 2001.

Kay M. Brown
Notary Public

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

The foregoing instrument was acknowledged before me this 7th day of February, 2001, by Richard E. Moran, Trustee.

My commission expires December 31, 2001.

Kay M. Brown
Notary Public

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AMENDMENT
to the
DEED OF DEDICATION
of
CROSS CREEK VILLAGE
SECTION 1

THIS AMENDED DEED OF DEDICATION, made and dated this _____ day of _____, 2005, by and between the following persons, herein Grantors:

- Lot 1 Doris Click _____,
- Lot 2 Earl Zombro &
Nellie J Thomas _____,
- Lot 3 Marjorie Glier _____,
- Lot 4 John & Frances Lutrell, _____,
- Lot 5 Thomas & Betty Dowell _____,
- Lot 6 Thomas & Barbara Morris _____,
- Lot 7 Harlan & Helen Haarner _____,
- Lot 8 Margaret kesling _____,
- Lot 9 Shirley Haines &
Emma Boyd _____,
- Lot 10 William & Christine Westgard _____,
- Lot 11 William & Chimera Hohing _____,
- Lot 12 Mary Spurling _____,
- Lot 13 Thelma Cameron _____,
- Lot 14 MARY Ann Gibson _____,
- Lot 15 Ivan & Betty Armacost, _____,
- Lot 16 John Ebersole _____,
- Lot 17 Betty Sacra _____,
- Lot 18 Carroll & Ruth Palmer _____,
- Lot 19 Lucy Benton _____,
- Lot 20 Edgar & Ann Tufts _____,

WHEREAS, Oakcrest Properties, L.L.C., recorded a certain Deed of Dedication of Cross Creek Village, Section 1, dated February 7, 2001, in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 010001440; and,

WHEREAS, said Deed of Dedication provided in Article VIII, Section 3, that the covenants and restrictions contained therein could be amended for 15 years after recordation of the original Dedication by an instrument signed by not less than ninety percent (90%) of the lot owners; and,

WHEREAS, the parties hereto consist of not less than 90% of all the owners of lots in Cross Creek Village, Section 1, and they now wish to amend said instrument pursuant to the provisions contained in said Section 3 "Amendment."

NOW, THEREFORE, THIS AMENDMENT, WITNESSETH:

Article V, Section 1 "Assessments" of the Deed of Dedication is hereby amended by the addition of a membership fee in the amount of Four Hundred Dollars (\$400.00) to be collected from the buyer of a lot at the time of transfer of ownership of a lot to a new owner. The membership fee shall supplement the annual and special assessment funds of the Homeowners' Association, which shall have the same collection and enforcement provisions as for other assessments

WITNESS THE FOLLOWING SIGNATURES:

sign _____ sign _____
print name print name

sign _____ sign _____
print name print name

sign _____ sign _____
print name print name

sign _____ sign _____
print name print name

sign _____ sign _____
print name print name

sign _____ sign _____
print name print name

STATE OF VIRGINIA
COUNTY OF FREDERICK, to-wit:

Various dates

Acknowledged before me this _____ day of _____, 2005, by
d 2006

Nancy Huntsberry

Wm. + Christine Westgard

Ivan + Betty Armacost

John Ebersole

Doris Click

Elizabeth Temple

John + Frances Luttrell

Mellie Thomas / Earl Zombo

Carroll + Ruth Palmer

Betty Sacra

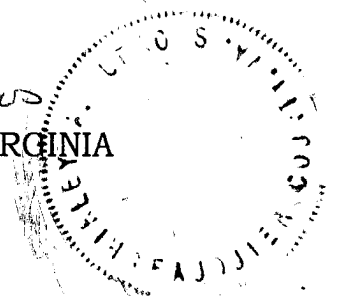
Marjorie Glier

Mary A. Gibson

Wm. + Chimera Hahing

Shirley A. Benbow
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06



1-20

9900

Lot 12

sign _____
print name

~~Worcester. Here's how~~

sign Nancy W. Huntsberry
print name

sign _____
print name

~~William C. Westgard~~
WILLIAM C. WESTGARD
LOT # 10

sign Christine E. Westgard
print name

POWER OF ATTORNEY BY
William C. Westgard

sign _____
print name

15 Frank P. Aronson

sign Betty M. Aronson
print name

sign _____
print name

~~Edgar Tufts~~ removed by request (SB)

sign _____
print name

Arch S. Tufts

sign _____
print name

John M. Ebersole
JOHN M. EBERSOLE

sign _____
print name

Lot 1

sign _____
print name

Doris M. Click
Doris Click

sign _____
print name

LOT 1

sign _____
print name

Elizabeth A. Temple
ELIZABETH A. TEMPLE

sign _____
print name

sign _____
print name

John W. Luttrell
JOHN W. LUTTRELL

sign _____
print name

Frances Luttrell
FRANCES LUTTRELL

lot 2

sign _____
print name

Nellie Jo Thomas
NELLIE JO THOMAS

sign _____
print name

Carol D. Zumbro

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

1-20

0067

sign 18 CARROLL W. PALMER sign Ruth P. Palmer
 print name _____ print name _____

sign Lot 17 BETTY MAY SACRA sign _____
 print name Betty May Sacra print name _____

LOT # 3 sign MARJORIE OLIER sign _____
 print name Marjorie Olier print name _____

Lot 14 sign MARY ANNE GIBSON sign _____
 print name _____ print name _____

Lot 11 sign William Hohing sign Chimera Hohing
 print name WILLIAM HOTHING print name CHIMERA HOHING

sign _____ sign _____
 print name _____ print name _____

sign _____ sign _____
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 print name _____ print name _____

sign _____ sign _____
 print name _____ print name _____

sign _____ sign _____
 print name _____ print name _____

8900

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 5th day of Jan., ²⁰⁰⁶ 1999, by
Doris Click

Shirley A. Burrows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 7th day of January, ²⁰⁰⁶ 1999, by
John + Francis Luttrell pat.

Shirley A. Burrows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 7th day of January, ²⁰⁰⁶ 1999, by
Elizabeth Temple Lot 7

Shirley A. Burrows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 7th day of Jan., ²⁰⁰⁶ 1999, by
Nellie Thomas + Earl Zombro

Shirley A. Burrows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06

VIRGINIA: FREDERICK COUNTY, SCT.
This instrument of writing was produced to me on

4-7-06 at 11:23 AM
and with certificate of acknowledgement thereto annexed
was admitted to record. T imposed by Sec. 58.1-802 of

n/a, and 58.1-801 have been paid, if assessable.

Rebecca P. Hogan, Clerk