

THIS DEED OF DEDICATION, made and dated this 24 day of July, 2002 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, and RICHARD E. MORAN, Trustee for SunTrust Bank, hereinafter called 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 June 5, 2002, and revised as set forth thereon, known as

CROSS CREEK VILLAGE, SECTION 2

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 21 through 87 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 2 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 2. 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 and Trustee, and the Declarant 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 this Dedication, the Declarant does hereby subdivide all of that certain tract or parcel of land designated as Cross Creek Village, Section 2, lying and being situate in Frederick County, Virginia, and being more particularly described by that certain Final Plat of Cross Creek Village, Section 2 drawn by P. Duane Brown, L.S., dated June 5, 2001, containing Lots 21 through 87, 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 2. "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 2. 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 2. 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 20. 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 any lots in Section 2 of 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 2. 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 2. 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.

The Trustee under that certain Deed of Trust creating a lien on the property described herein, of record in the aforesaid Clerk's Office, joins in this instrument to evidence his consent hereto.

WITNESS the following signatures and seals:

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

By *James T. Vickers* (SEAL)
JAMES T. VICKERS, Managing Member

Richard E. Moran (SEAL)
RICHARD E. MORAN, Trustee

STATE OF VIRGINIA, AT LARGE,
CITY OF WINCHESTER, To-wit:

The foregoing instrument was acknowledged before me this 23 day of July, 2002, by James T. Vickers, as Managing Member of Oakcrest Properties, L.L.C., a Virginia Limited Liability Company, on behalf of said Company.

My commission expires Dec. 31, 2005.

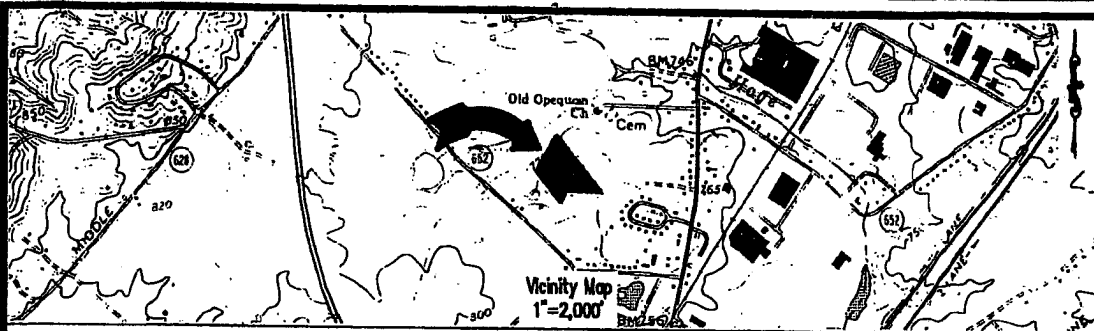
Jeanie Jarrett
Notary Public

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

The foregoing instrument was acknowledged before me this 24th day of July, 2002, by Richard E. Moran, Trustee.

My commission expires September 30, 2002

Bonnie D. Woodruff
Notary Public



APPROVED BY

Virginia Department of Transportation *John M. ...* Date 6.7.02
 Frederick County Sanitation Authority *John D. Whitacre* Date 6 JUN 02
 Frederick Co. Subdivision Administrator *Patrick T. Daney* Date 07/09/02

OWNER'S CERTIFICATE

The above and foregoing subdivision of the land of OAKCREST PROPERTIES, L.L.C., as appears in the accompanying plats, is with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, if any.

James J. Vickens Date 6/25/02 _____ Date _____

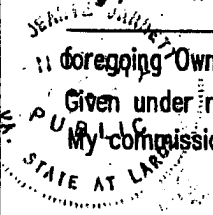
NOTARY PUBLIC

I, *Jeanie Jarrett* a Notary Public in and for the State of Virginia, at large, do certify that *James J. Vickens*

, whose names are signed to the foregoing Owner's Certificate, have acknowledged the same before me in my state.

Given under my hand this 25 day of June, 2002.

My commission expires Dec. 31, 2005



Jeanie Jarrett

SURVEYOR'S CERTIFICATE

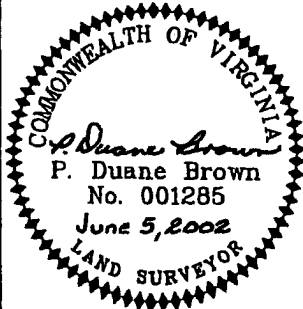
I hereby certify that the property contained in this subdivision is a portion of the property of which a 1/2 interest was conveyed to OAKCREST PROPERTIES, L.L.C. from VALLEY DEVELOPMENT GROUP, INC. by deed dated December 14, 2000 and of which a 1/2 interest was conveyed to OAKCREST PROPERTIES, L.L.C. 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 000013096 and 010000299, respectively

P. Duane Brown
P. Duane Brown, L.S.

FINAL PLAT

CROSS CREEK VILLAGE ~ SECTION 2

BACK CREEK MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA



DATE: MAY 22, 2002

COVER SHEET

SHEET 1 OF 17

Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469
EMAIL office@marshandlegge.com

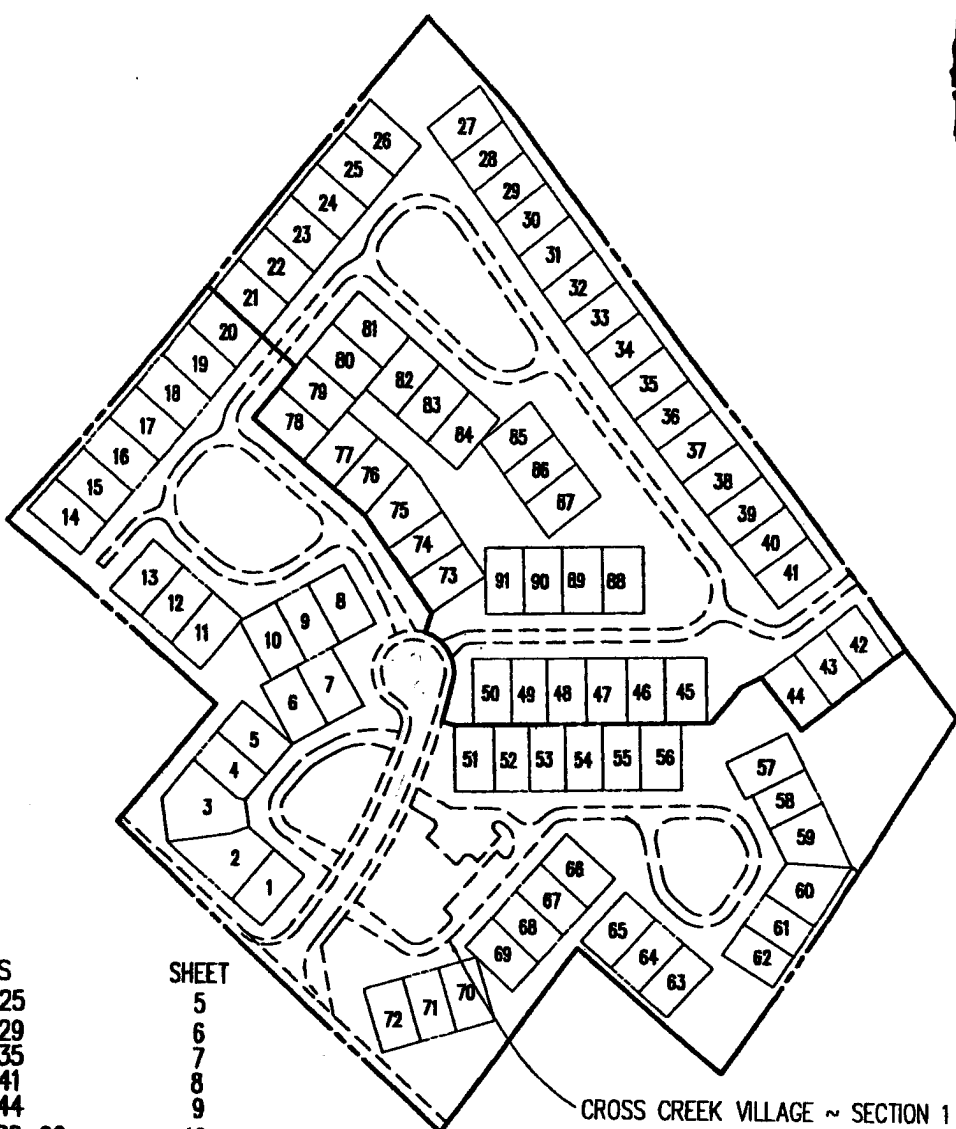


DRAWN BY: DAF

DWG NAME: ID4175

0279

DB 891 PG 1524



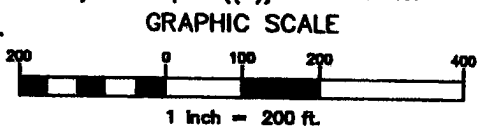
- LOTS
- 21-25
- 26-29
- 30-35
- 36-41
- 42-44
- 45-49, 88-90
- 50, 91, 73-75
- 76-82
- 83-87

- SHEET
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13

CROSS CREEK VILLAGE ~ SECTION 1
 INST. # 010001440
 ZONED: RP USE: RESIDENTIAL

SHEET INDEX

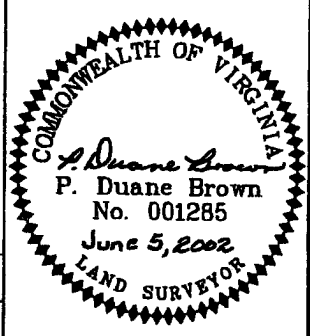
The property represented herein is shown on Frederick County Tax Map 63(A) as Parcel 40.
 All lots are Single Family Small Lot - Zero Lot Line.



FINAL PLAT

CROSS CREEK VILLAGE ~ SECTION 2

BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA



DATE: MAY 22, 2002 SCALE: 1"=200' SHEET 2 OF 17

Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

DRAWN BY: DAF

DWG NAME: ID4175



0280

CURVE TABLE

NO.	RADIUS	ARC	TAN	BEARING	CHORD	DELTA
C1	867.00'	56.75'	28.38'	N 14°24'47" E	56.74'	03°45'01"
C2	55.00'	82.31'	51.06'	N 30°20'10" W	74.84'	85°44'51"

NUTMEG LANE

C3	35.00'	20.51'	10.56'	N 71°54'45" E	20.22'	33°34'50"
C4	60.00'	68.10'	38.25'	N 56°11'16" E	64.50'	65°01'49"
C5	40.00'	42.75'	23.67'	N 83°03'20" E	40.74'	61°14'02"

LADDERBACK COURT

C6	60.00'	64.12'	35.51'	N 06°56'40" W	61.12'	61°14'02"
C7	60.00'	107.19'	74.57'	N 88°44'28" W	93.49'	102°21'34"
C8	45.00'	41.66'	22.46'	S 13°33'25" W	40.19'	53°02'39"
C9	45.00'	29.03'	15.04'	S 31°26'35" E	28.52'	36°57'21"
C10	75.00'	101.63'	60.35'	S 88°44'28" E	94.03'	77°38'26"

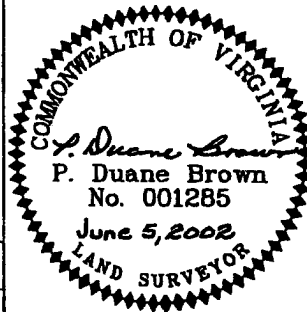
GOOSEBERRY DRIVE

C11	60.00'	38.70'	20.05'	S 58°33'25" W	38.03'	36°57'21"
-----	--------	--------	--------	---------------	--------	-----------

FINAL PLAT

CROSS CREEK VILLAGE ~ SECTION 2

BACK CREEK MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA



DATE: MAY 22, 2002

CURVE TABLE

SHEET 3 OF 17



Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469
EMAIL office@marshandlegge.com

DRAWN BY: DAF

DWG NAME: ID4175

Area Summary

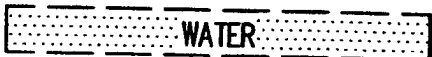
Area in Lots	5.3398 Acres
Area in Open Space	4.7875 Acres
TOTAL AREA SUBDIVIDED	10.1273 Acres

Number of Lots	49
Average Lot Size	4,747 Sq. Ft.
Smallest Lot Size	4,450 Sq. Ft.

EXISTING ZONE: RP
EXISTING USE: VACANT

MINIMUM SETBACK REQUIREMENTS
 25' FROM STATE ROAD
 20' FROM PRIVATE ROAD
 REAR = 15'
 SIDE = 10' (OPPOSITE ZERO LOT LINE)
 MINIMUM LOT SIZE: 3,800 SQ. FT.

EASEMENT LEGEND



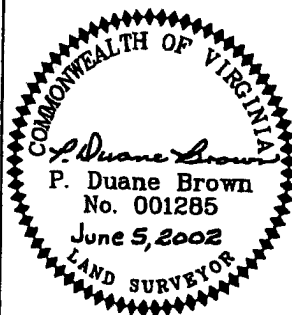
LADDERBACK COURT, NUTMEG LANE, and GOOSEBERRY DRIVE are Private Roads subject to a 20' Ingress-Egress Easement.

No buildings are permitted within the Residential Separation Buffer or within any Easement. Detached accessory structures are not permitted. The Residential Separation Buffer is subject to Screening per Section 165-37.C.1.9.2. of the Frederick County Zoning Ordinance. Additionally, a minimum of 20 Landscape Plantings shall be provided on each individual lot. At least 1/4 of the Landscape Plantings shall be trees with the remainder being shrubs. The trees shall be a minimum of two inches in caliper at the time of planting, and the shrubs shall be a minimum three-gallon container at the time of planting.

FINAL PLAT

CROSS CREEK VILLAGE ~ SECTION 2

BACK CREEK MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA



DATE: MAY 22, 2002

GENERAL NOTES

SHEET 4 OF 17

Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601

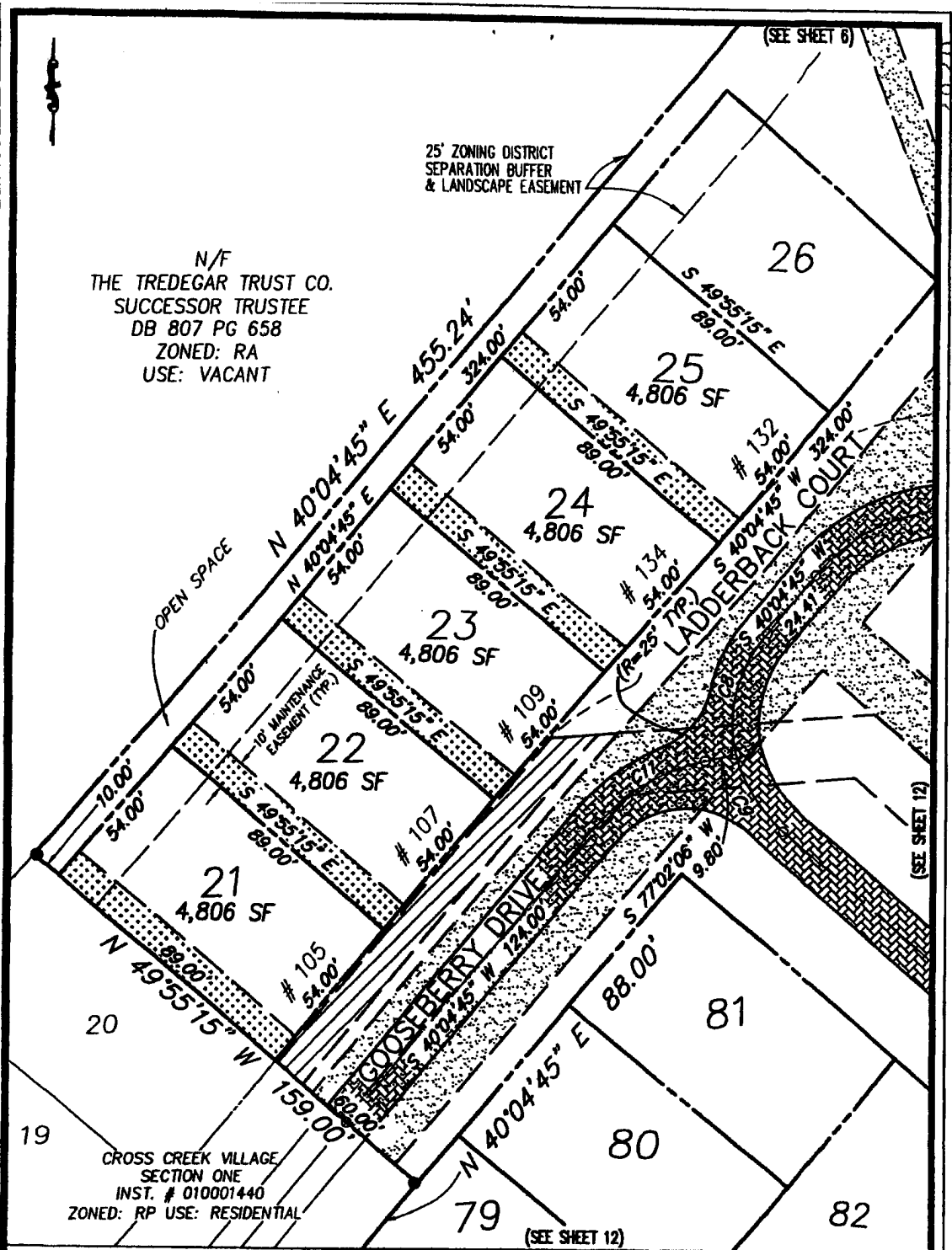
PHONE (540) 667-0468 ~ FAX (540) 667-0469

EMAIL office@marshandlegge.com

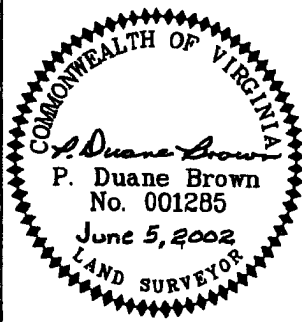
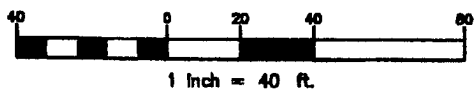
DRAWN BY: DAF

DWG NAME: ID4175





FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=40' SHEET 5 OF 17

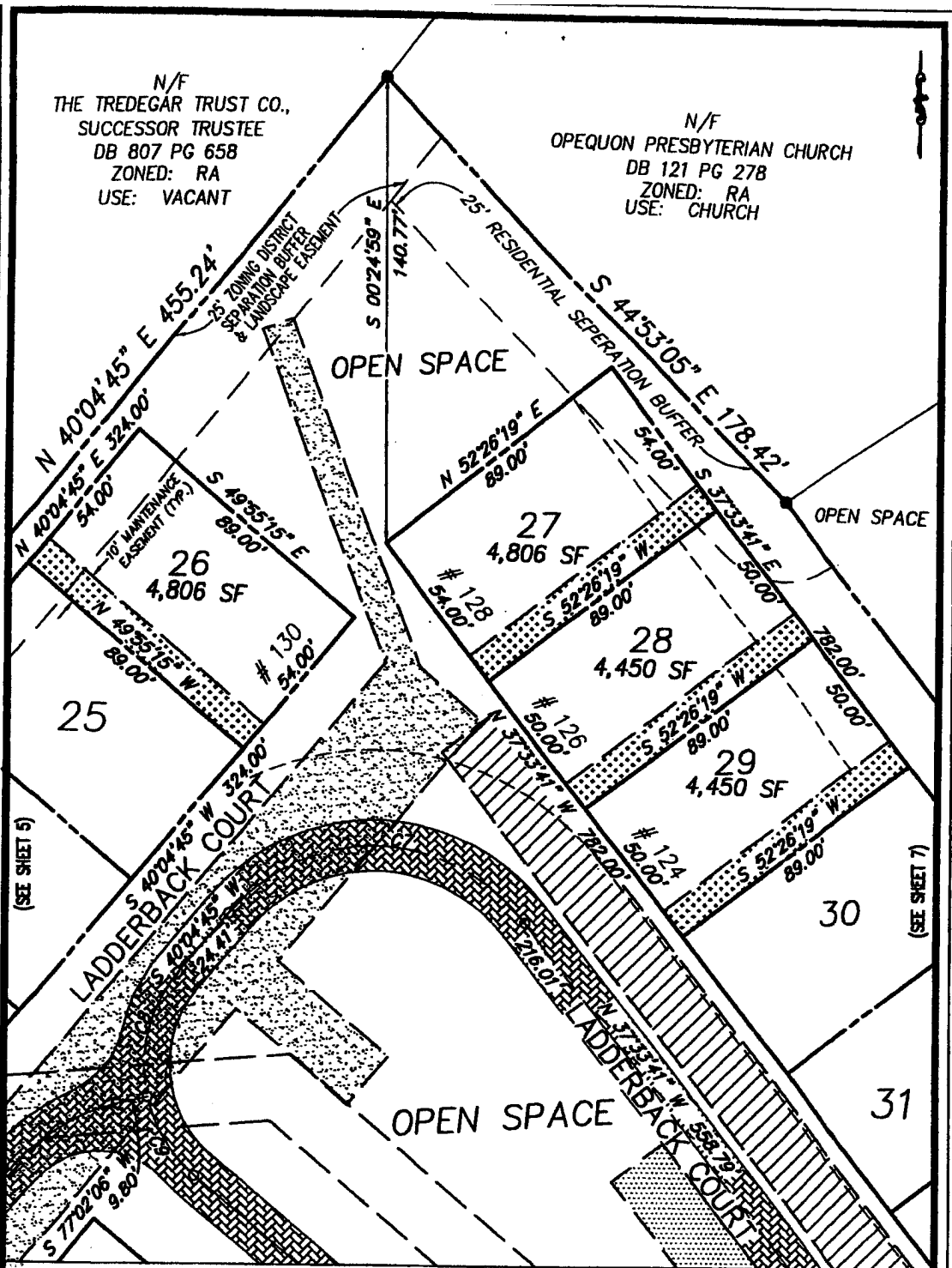
Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

DRAWN BY: DAF
 DWG NAME: ID4175



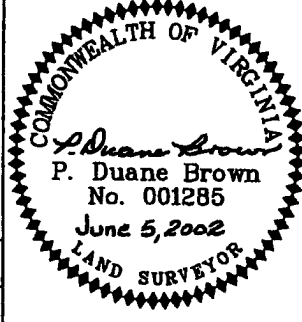
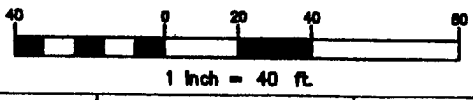
0283



N/F
 THE TREDEGAR TRUST CO.,
 SUCCESSOR TRUSTEE
 DB 807 PG 658
 ZONED: RA
 USE: VACANT

N/F
 OPEQUON PRESBYTERIAN CHURCH
 DB 121 PG 278
 ZONED: RA
 USE: CHURCH

FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=40' SHEET 6 OF 17

Marsh & Legge Land Surveyors, P.L.C.

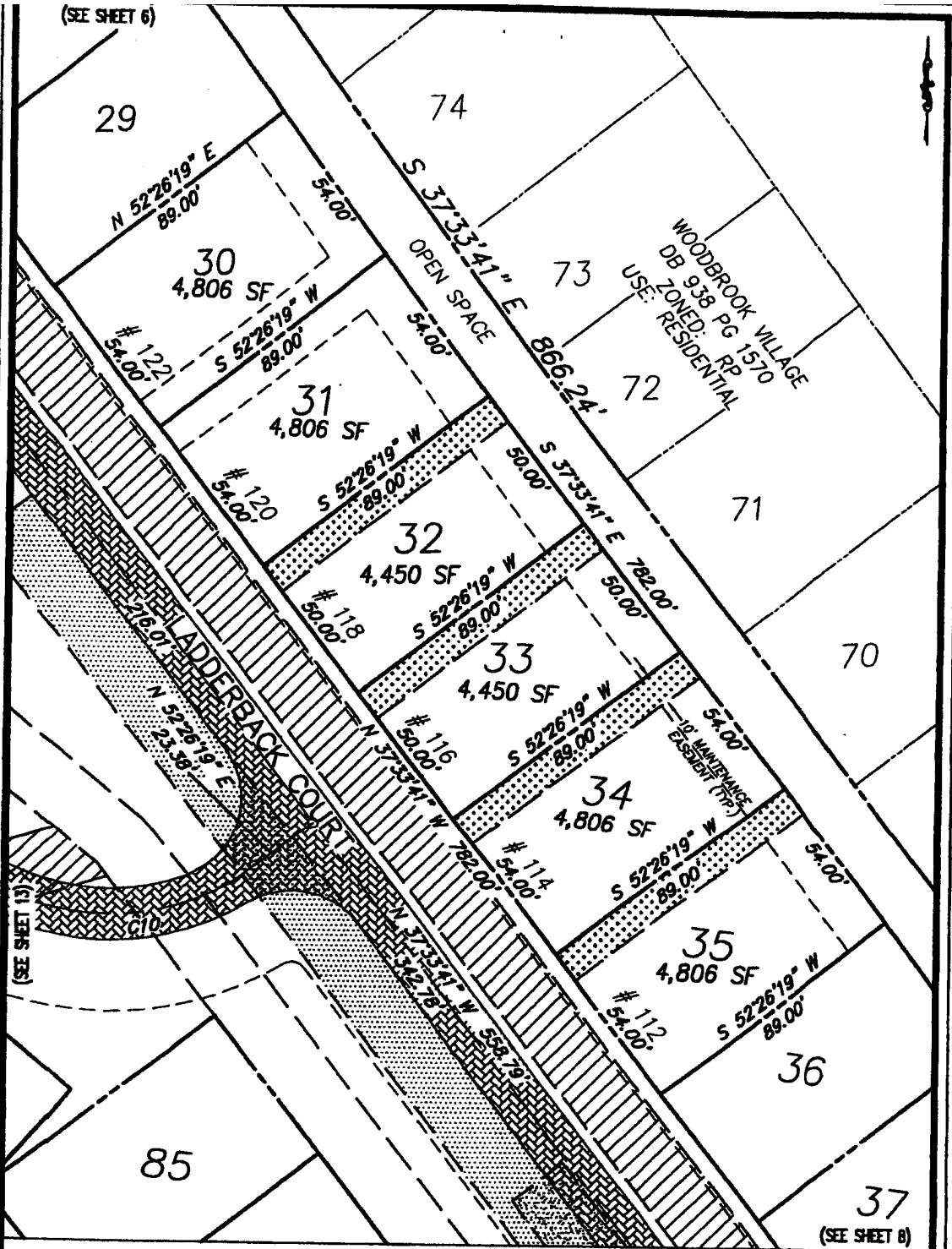
560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

DRAWN BY: DAF

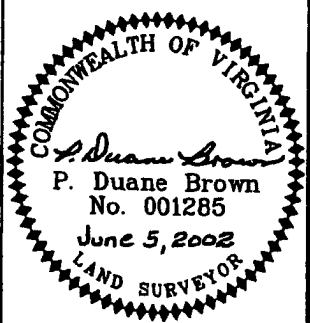
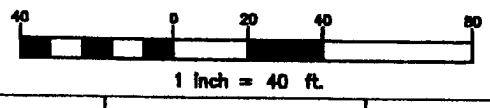
DWG NAME: ID4175

0284

(SEE SHEET 6)



FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=40' SHEET 7 OF 17

Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

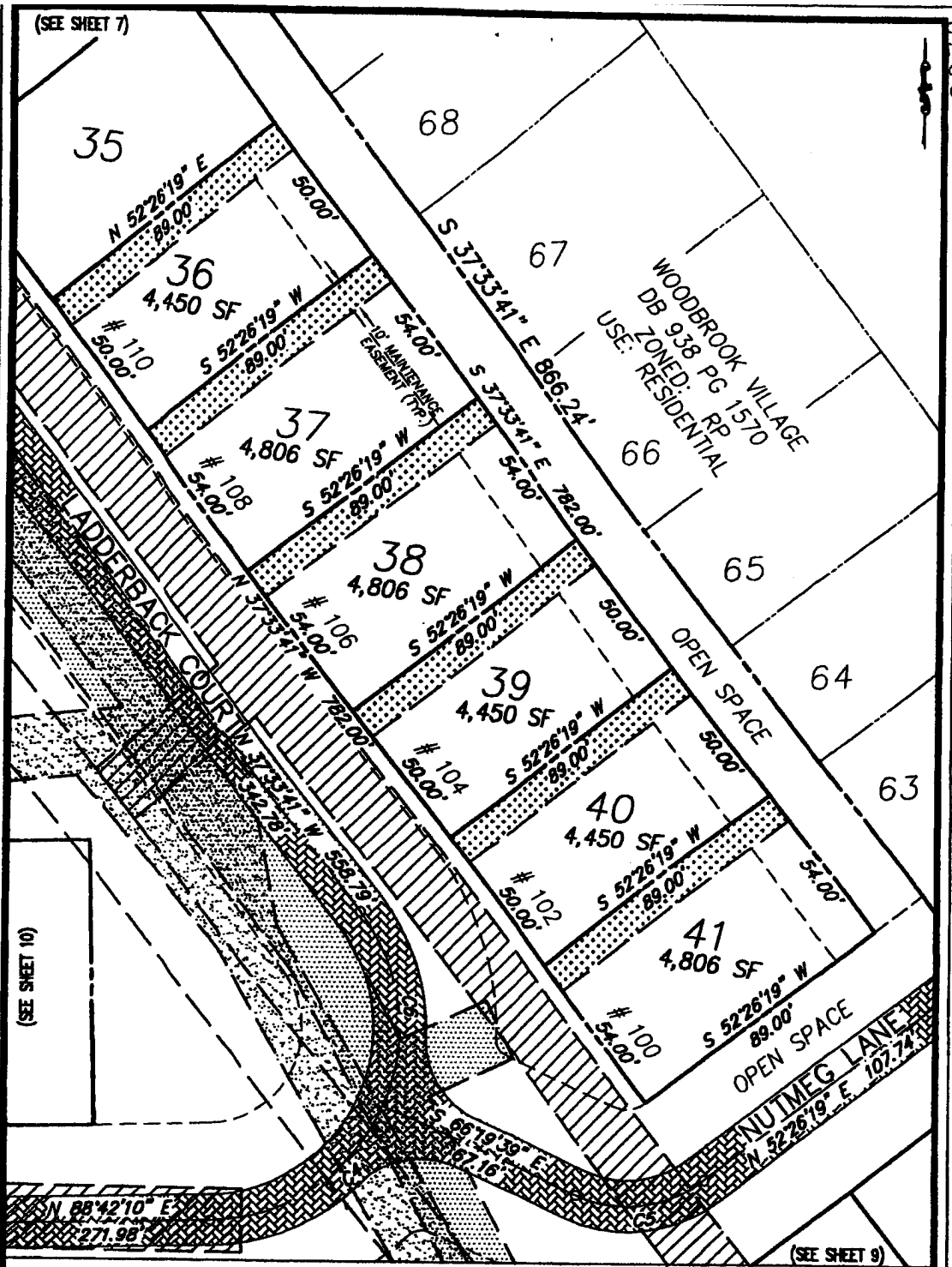
DRAWN BY: DAF

DWG NAME: ID4175



(SEE SHEET 7)

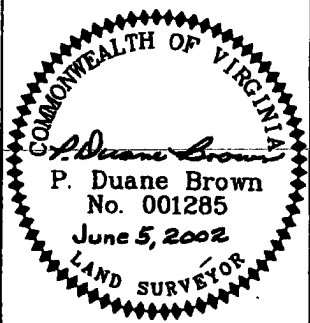
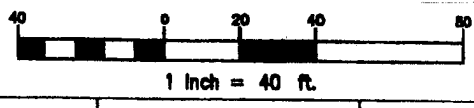
0285



(SEE SHEET 10)

(SEE SHEET 9)

FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002

SCALE: 1"=40'

SHEET 8 OF 17

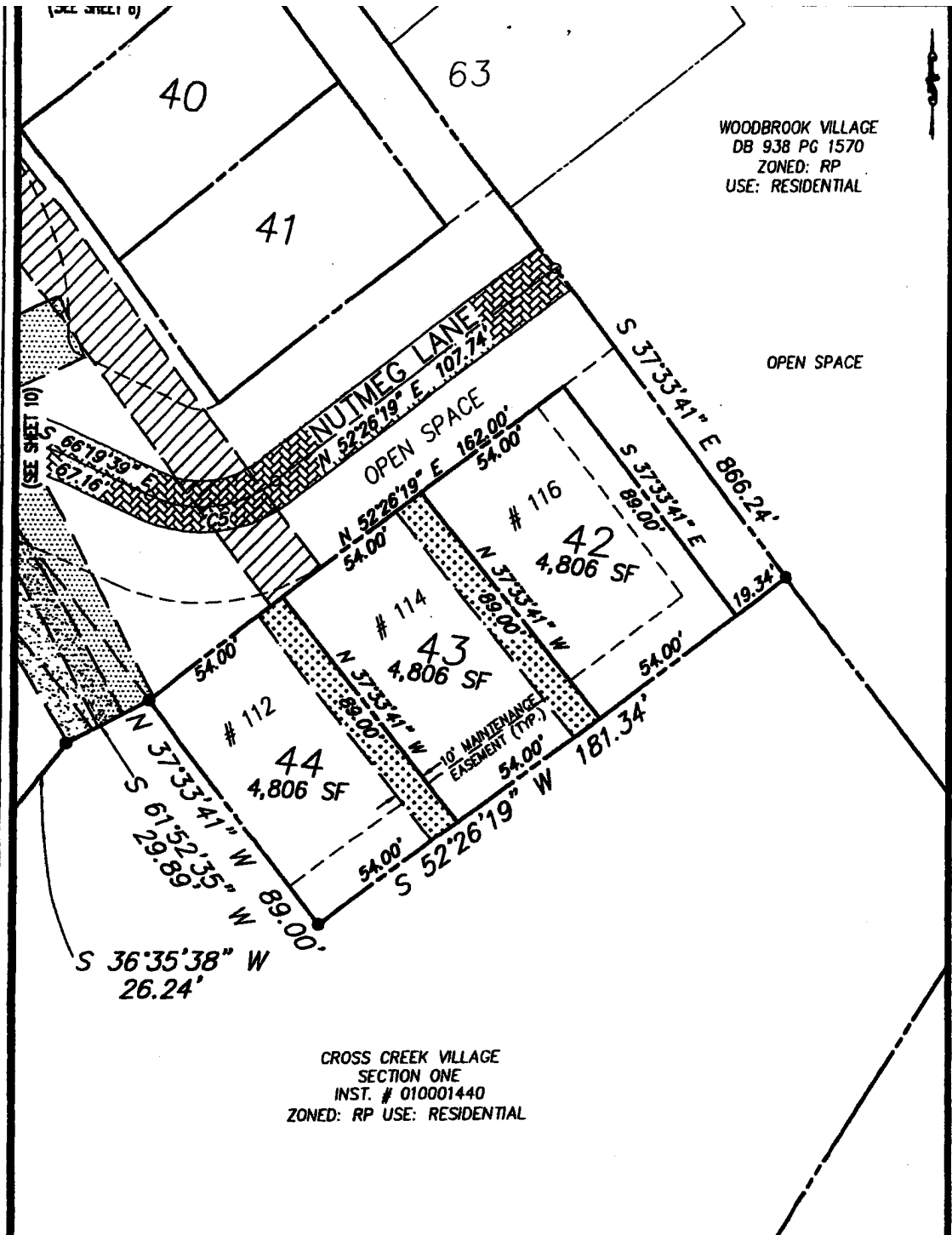


Marsh & Legge Land Surveyors, P.L.C.
 560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

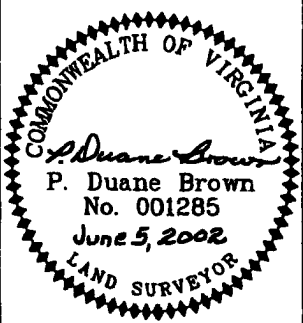
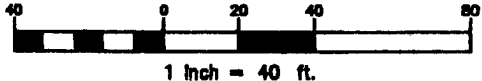
DRAWN BY: DAF

DWG NAME: ID4175

0286



FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=40' SHEET 9 OF 17

Marsh & Legge Land Surveyors, P.L.C.

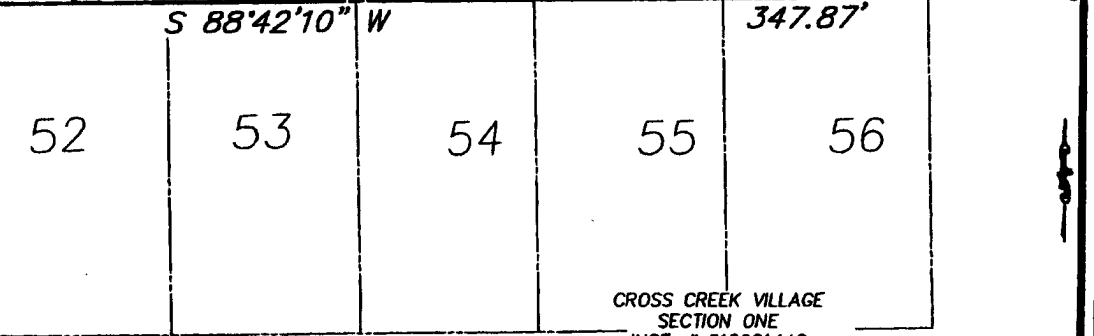
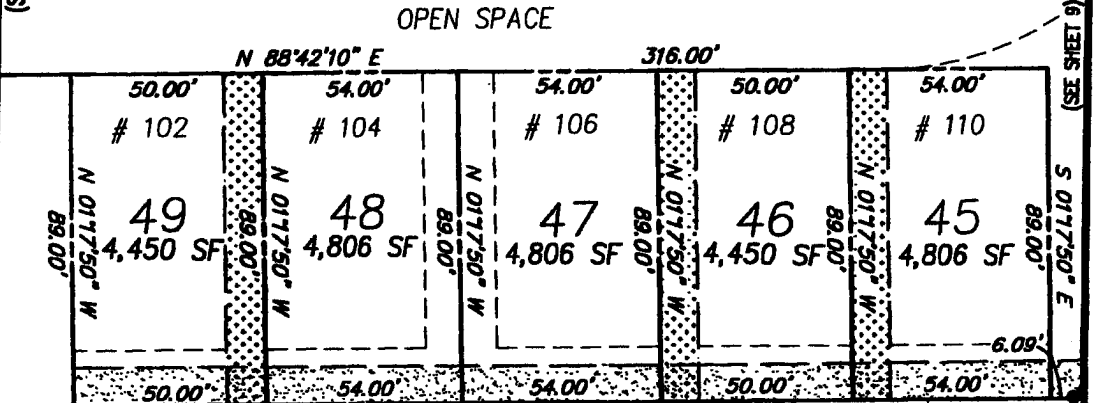
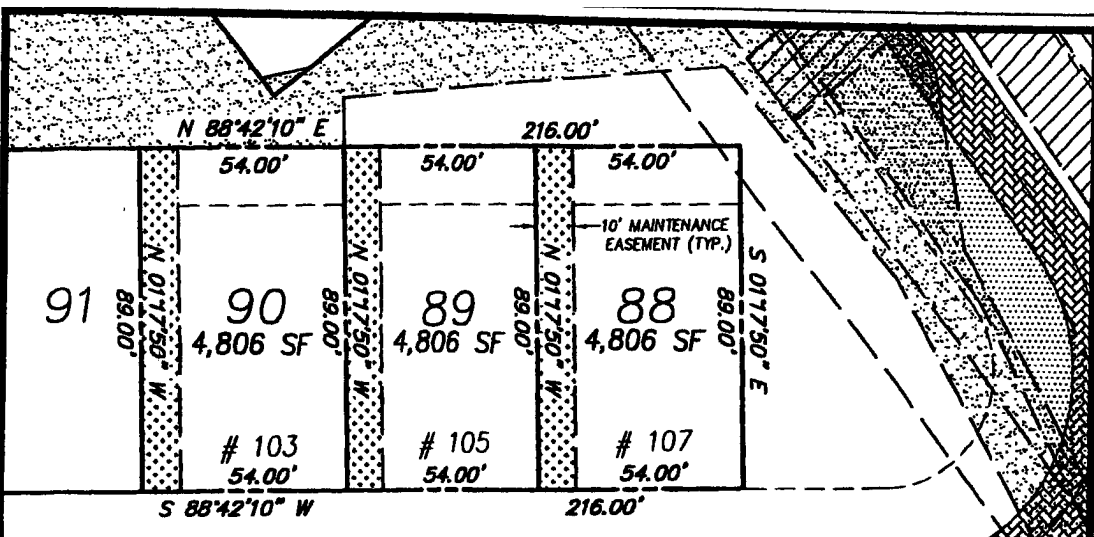


560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

DRAWN BY: DAF

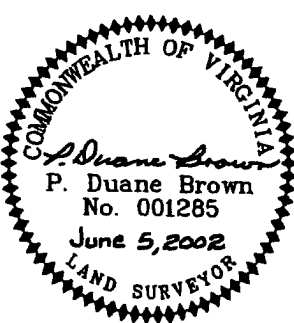
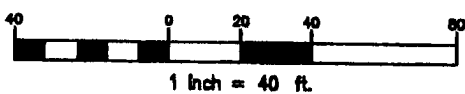
DWG NAME: ID4-175

0287



CROSS CREEK VILLAGE
SECTION ONE
INST. # 010001440
ZONED: RP USE: RESIDENTIAL

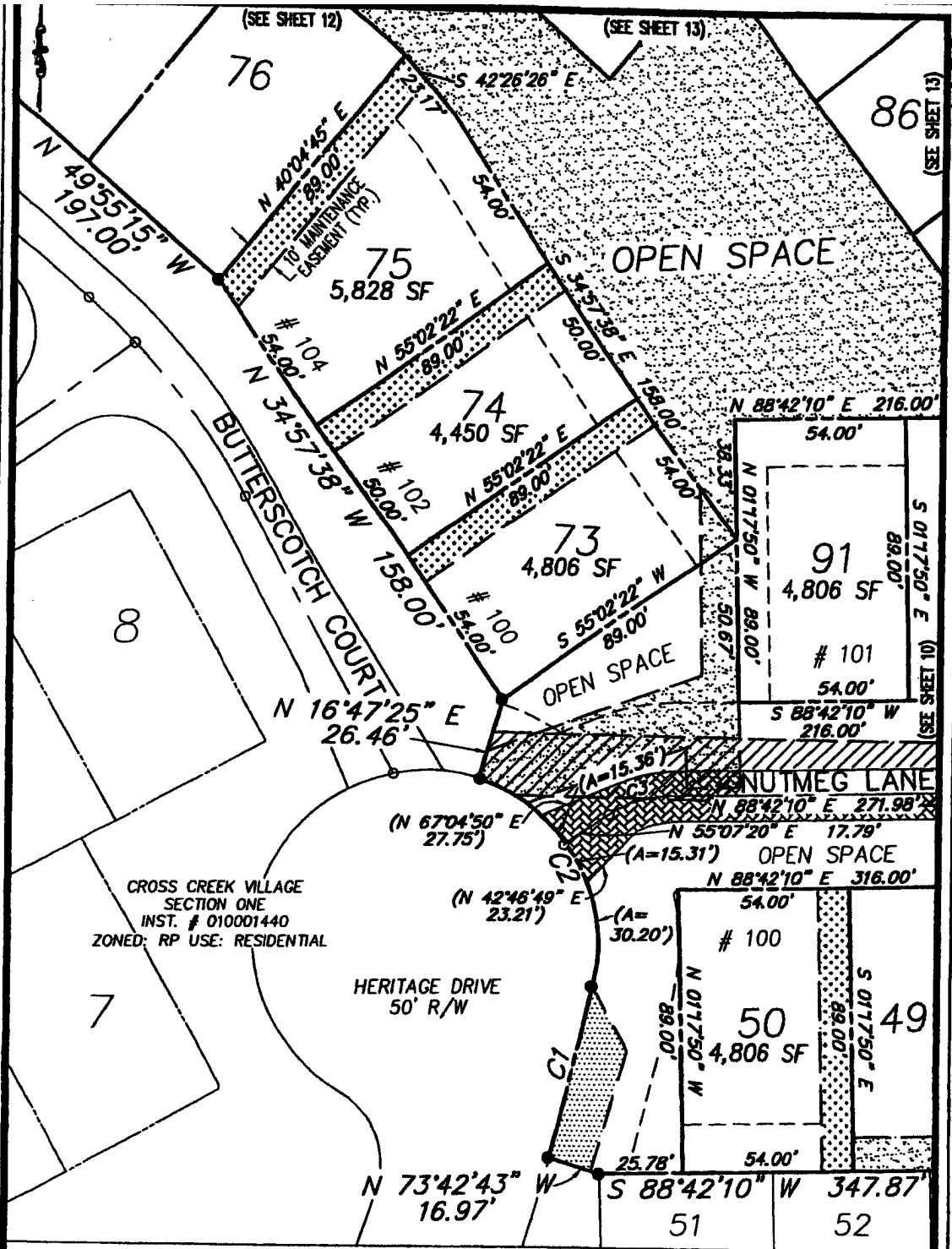
FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
BACK CREEK MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA
GRAPHIC SCALE



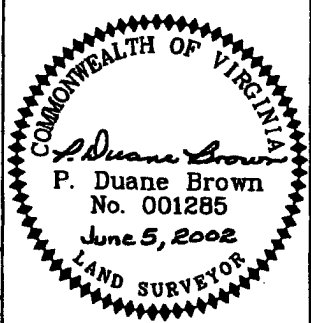
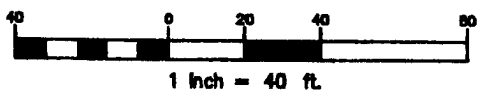
DATE: MAY 22, 2002 SCALE: 1"=40' SHEET 10 OF 17

Marsh & Legge Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469
EMAIL office@marshandlegge.com

DRAWN BY: DAF
DWG NAME: ID4175



FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=40' SHEET 11 OF 17

Marsh & Legge Land Surveyors, P.L.C.

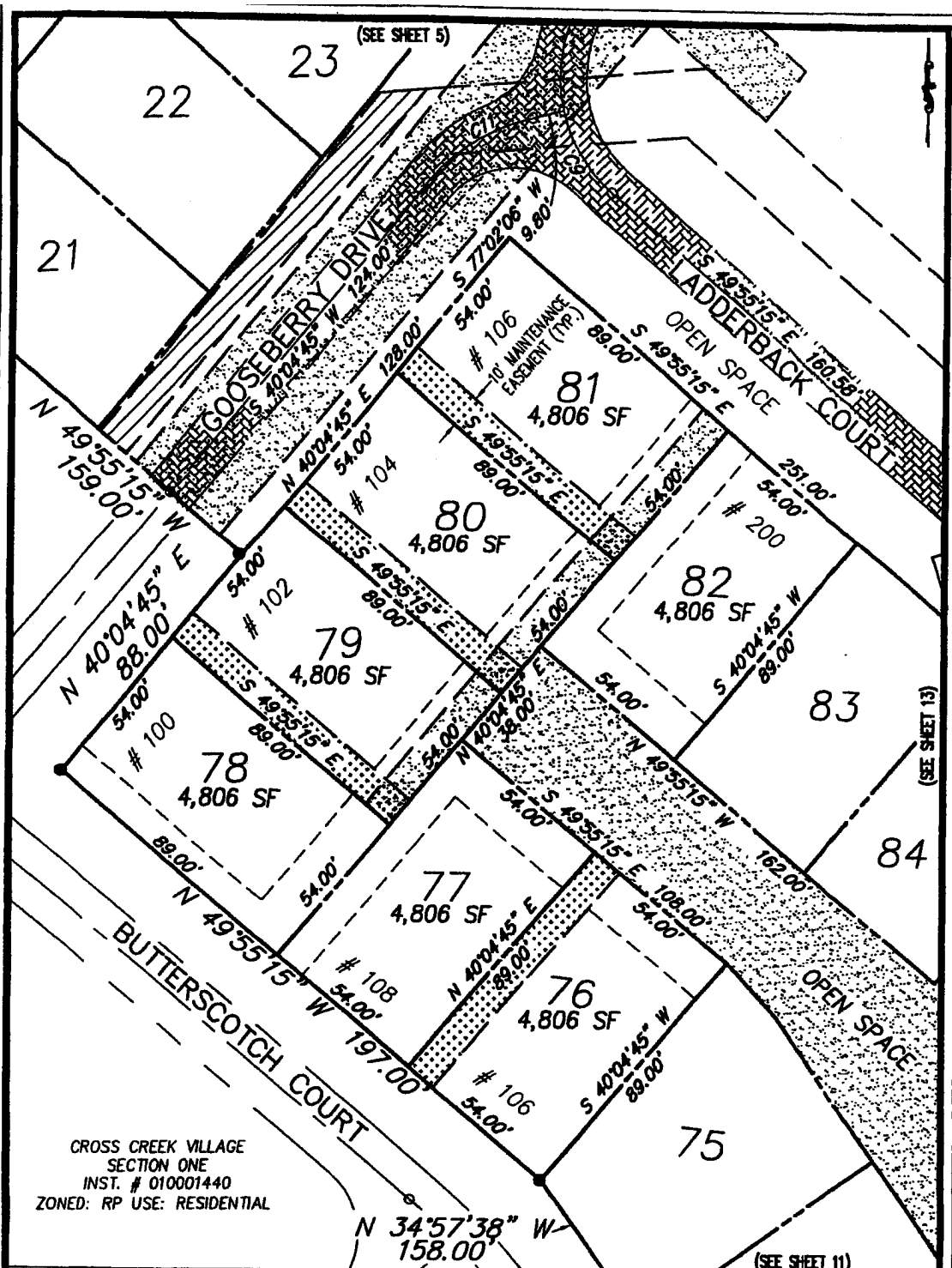
560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

DRAWN BY: DAF

DWG NAME: ID4175

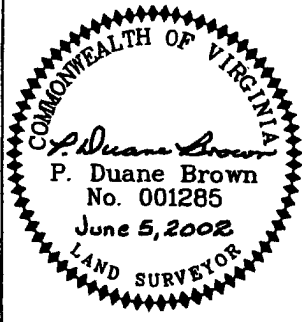
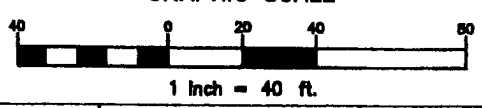


0289



CROSS CREEK VILLAGE
 SECTION ONE
 INST. # 010001440
 ZONED: RP USE: RESIDENTIAL

FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE

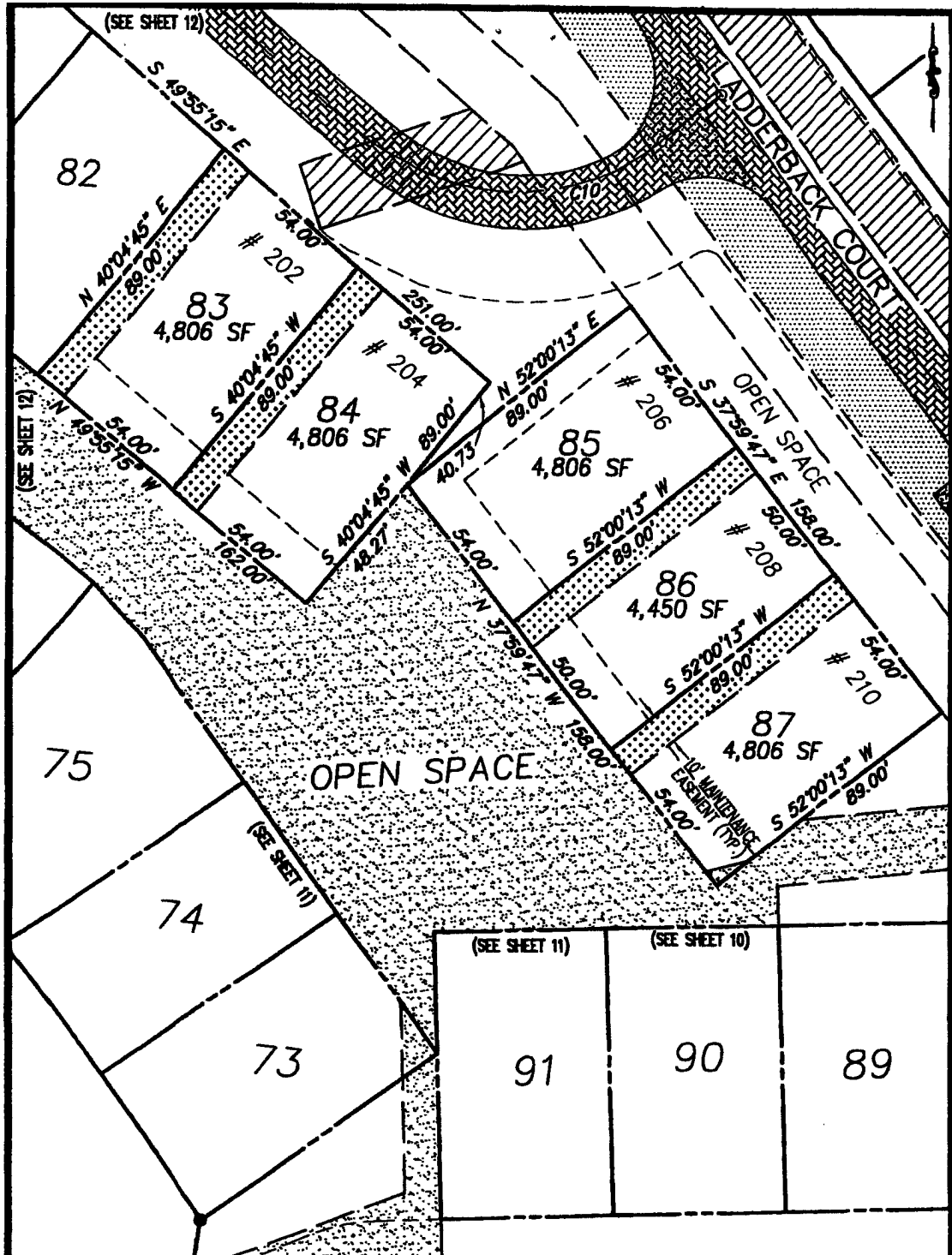


DATE: MAY 22, 2002 SCALE: 1"=40' SHEET 12 OF 17

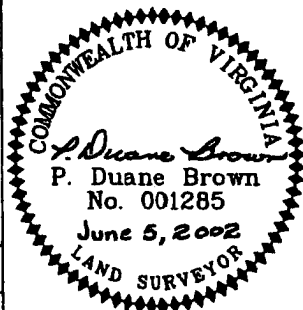
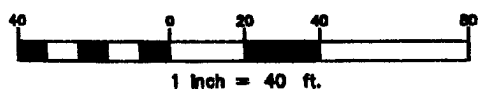
Marsh & Legge Land Surveyors, P.L.C.
 560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

DRAWN BY: DAF
 DWG NAME: ID4175

0290



FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=40' SHEET 13 OF 17

Marsh & Legge Land Surveyors, P.L.C.



560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

DRAWN BY: DAF

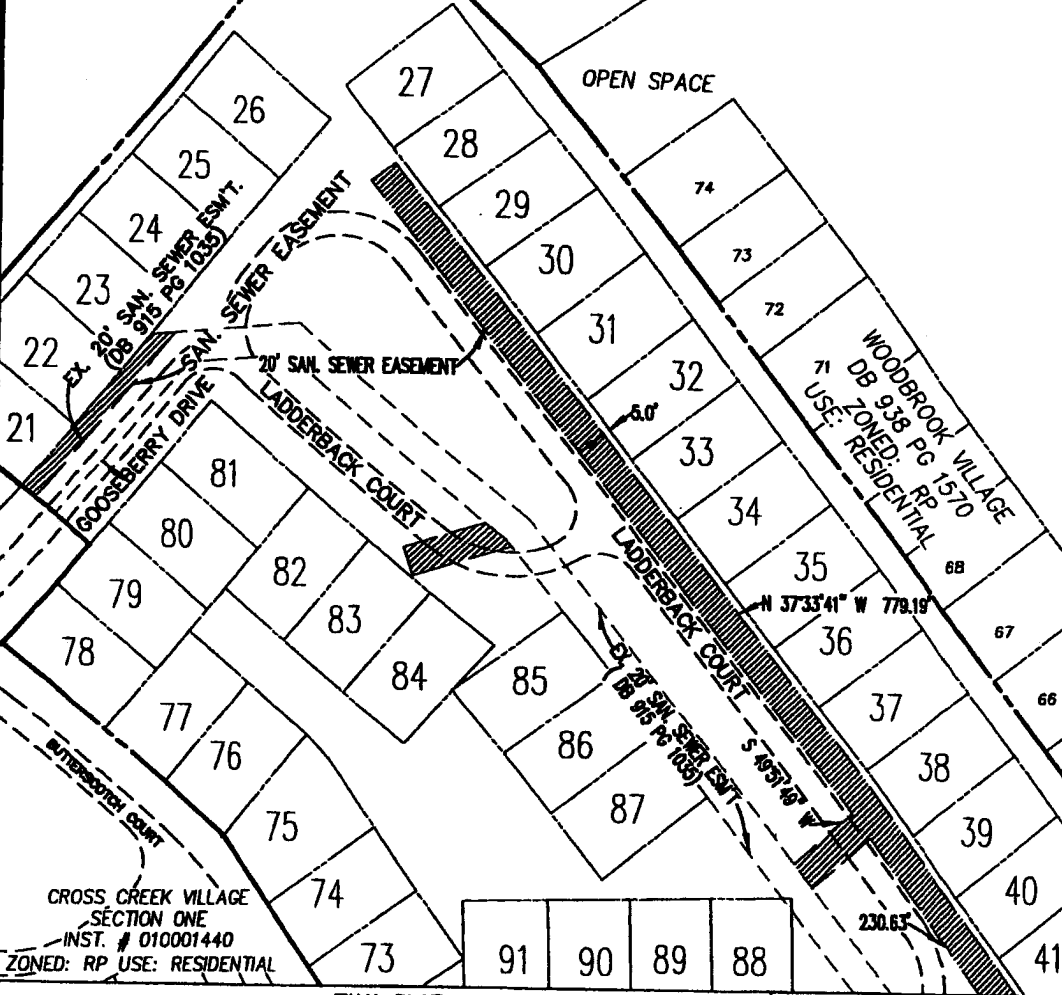
DWG NAME: ID4175

0291

N/F
THE TREDEGAR TRUST CO.,
SUCCESSOR TRUSTEE
DB 807 PG 658
ZONED: RA
USE: VACANT

N/F
OPEQUON PRESBYTERIAN CHURCH
DB 121 PG 278
ZONED: RA
USE: CHURCH

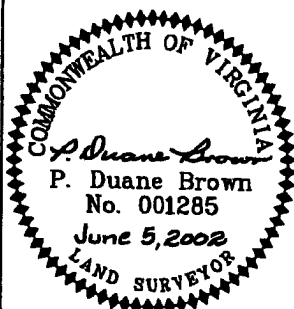
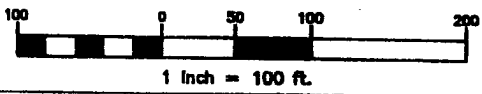
OPEN SPACE



CROSS CREEK VILLAGE
SECTION ONE
INST. # 010001440
ZONED: RP USE: RESIDENTIAL

WOODBROOK VILLAGE
DB 938 PG 1570
ZONED: RP
USE: RESIDENTIAL

FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002

SCALE: 1"=100'

SHEET 14 OF 17

Marsh & Legge Land Surveyors, P.L.C.

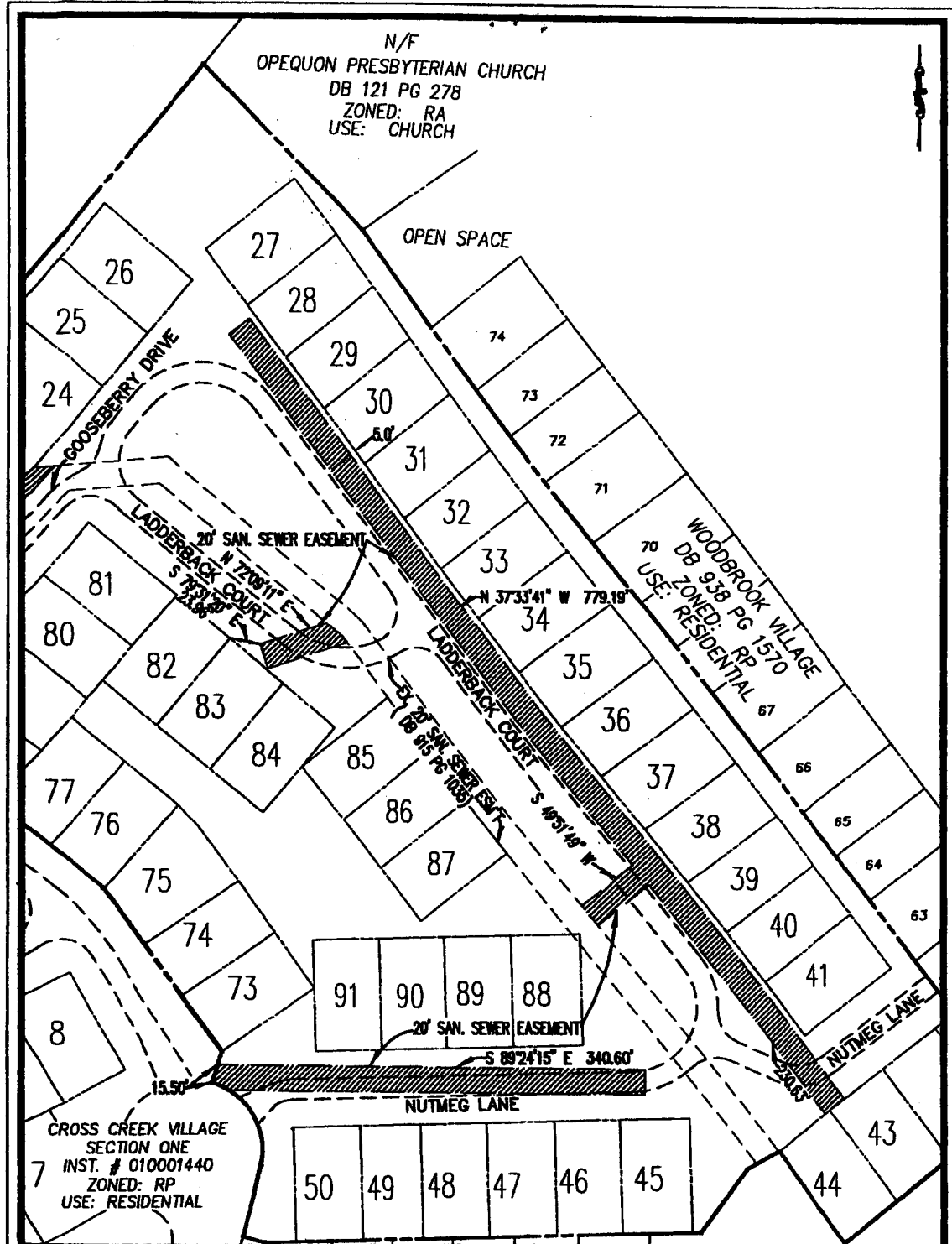
560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469
EMAIL office@marshandlegge.com

DRAWN BY: DAF

DWG NAME: ID4175

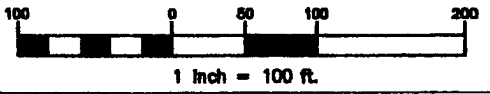


0292



FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2

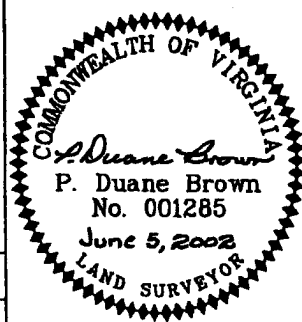
BACK CREEK MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA
GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=100' SHEET 15 OF 17

Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469
EMAIL office@marshandlegge.com

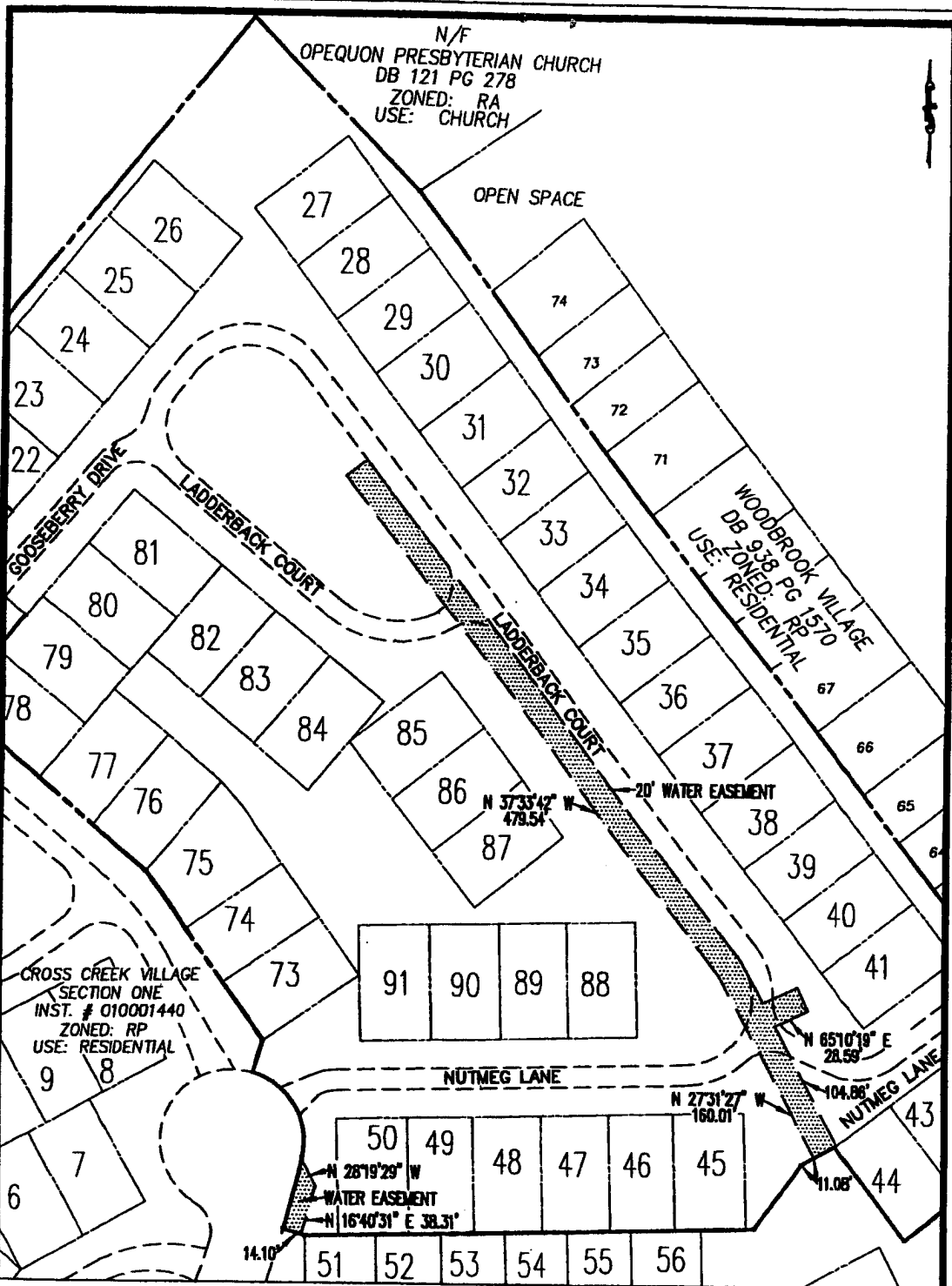


DRAWN BY: DAF

DWG NAME: ID4175

0293

N/F
OPEQUON PRESBYTERIAN CHURCH
DB 121 PG 278
ZONED: RA
USE: CHURCH

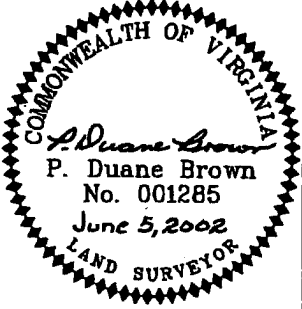


CROSS CREEK VILLAGE
SECTION ONE
INST. # 010001440
ZONED: RP
USE: RESIDENTIAL

N 65°10'18" E 28.59'
N 27°31'27" W 160.01'

N 28°19'29" W
N 16°40'31" E 38.31'

FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
BACK CREEK MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA
GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=100' SHEET 16 OF 17

Marsh & Legge Land Surveyors, P.L.C.

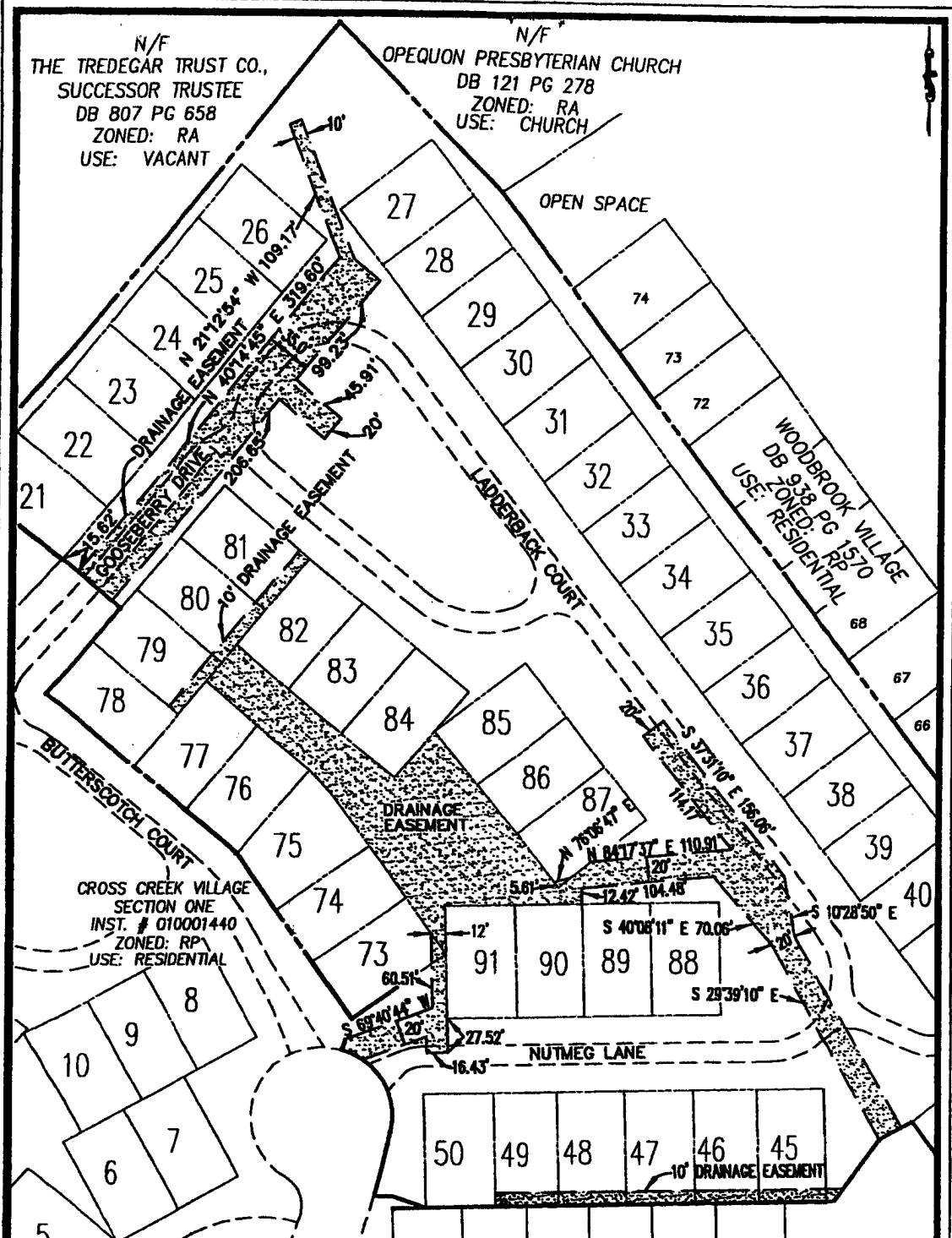
560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469
EMAIL office@marshandlegge.com

DRAWN BY: DAF

DWG NAME: ID4175



02914



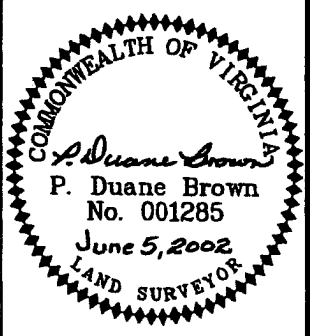
FINAL PLAT
CROSS CREEK VILLAGE ~ SECTION 2
 BACK CREEK MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 GRAPHIC SCALE



DATE: MAY 22, 2002 SCALE: 1"=100' SHEET 17 OF 17

Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com



DRAWN BY: DAF

DWG NAME: ID4175



2055 Valley Avenue
Winchester, VA 22601
540.722.4100

August 20, 2004


Jack Kelly
President Cross Creek HOA
106 Bitterscotch Court
Winchester, VA 22602

Dear Jack,

The corrected Deed of Dedication for Cross Creek Village is completed and recorded. I've included a copy for the HOA records. The four lots, 88, 89, 90 and 91, are now included in the Deed of Dedication.

Thank you for your patience while we worked to correct the language in the Deed of Dedication. If you have further comments or concerns, feel free to contact me at dcrannell@oakcrestbuilders.com or by telephone at 540.722.4100

Best regards,


Dana Crannell, Customer Service

Encl.

**Building Quality
Homes Since 1974**

040016624

THIS CORRECTED DEED OF DEDICATION made and dated this 18th day of August, 2004, by and between **OAKCREST PROPERTIES, L.L.C.**, a Virginia limited liability company, hereinafter called the DECLARANT, whether one or more, party of the first part, **HELEN M. GRAHAM**, herein after called party of the second part Grantor/Grantee, **EDWARD A. LUNDIN** and **THELMA E. LUNDIN**, husband and wife, hereinafter called party of the third part Grantor/Grantee, **MARIAN SUE BOYD**, hereinafter called party of the fourth part Grantor/Grantee, and **BARBARA E. LILLY**, hereinafter called party of the fifth part Grantor/Grantee.

Tax I.D.

WHITNESSETH: WHEREAS, the Declarant made that certain Deed of Dedication of Cross Creek Village, Section 2, dated July 24, 2002, of record in the Office of the Clerk of the Circuit Court of Frederick County, Virginia as Instrument No. 020012323; and,

WHEREAS, it was the intention of Declarant that said Deed of Dedication should apply to Lots 21 through 91 inclusive, as shown on the plat attached to and recorded with the said Deed of Dedication; and,

WHEREAS, the mention of Lots 88 through 91 inclusive, were inadvertently omitted from said Deed of Dedication in the description of the properties subject to the Deed of Dedication; and,

WHEREAS, it is the intention of the parties hereto that such omitted lots be included and subject to said Deed of Dedication.

Grantee's Address:

NOW THEREFORE, this Amended Deed of Dedication of Cross Creek Village, Section 2, restates and republishes the aforesaid Deed of Dedication and in addition to Lots 21 through 87 inclusive, makes Lots 88 through 91 inclusive, subject to the same conditions, covenants, restrictions, easements and terms as stated in the original Deed of Dedication of Cross Creek Village, Section 2.

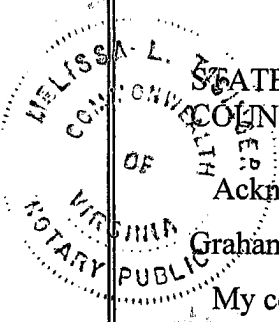
Reference is hereby made to the aforesaid instruments and the references therein contained for more particular descriptions of the property hereby conveyed.

Consideration: \$

This conveyance is made subject to all easements, rights of way and restrictions of record, affecting the subject property.

The parties of the second, third, fourth and fifth parts hereto, who are the record owners of Lots 88-91 inclusive of Cross Creek Village, Section 2, hereby join in this Corrected Deed of Dedication for the purpose of binding themselves, their successors and assigns to the benefits and responsibilities expressed in said

0137

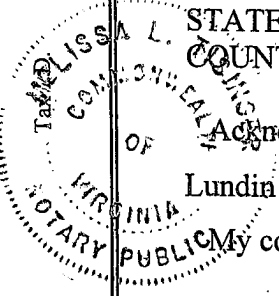


STATE OF Virginia
COUNTY/CITY OF Winchester, to-wit:

Acknowledged before me this 20th day of August, 2004 by Helen M. Graham.

My commission expires: 1-31-06

Melissa Singer
NOTARY PUBLIC

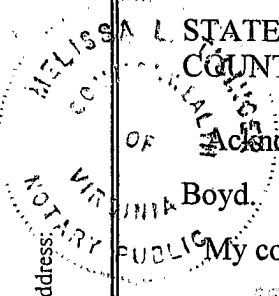


STATE OF Virginia
COUNTY/CITY OF Winchester, to-wit:

Acknowledged before me this 18th day of August, 2004 by Edward A Lundin and Thelma E. Lundin, husband and wife.

My commission expires: 1-31-06

Melissa Singer
NOTARY PUBLIC



STATE OF Virginia
COUNTY/CITY OF Winchester, to-wit:

Acknowledged before me this 19th day of August, 2004 by Marian Sue Boyd.

My commission expires: 1-31-06

Melissa Singer
NOTARY PUBLIC

STATE OF Virginia
COUNTY/CITY OF Winchester, to-wit:

Acknowledged before me this 18th day of August, 2004 by Barbara E. Lilly.

My commission expires: 1-31-06

Melissa Singer
NOTARY PUBLIC

Grantee's Address:

Consideration:

Corrected Deed of Dedication and hereby make themselves as owners of the said lots, their successors and assigns, subject to the terms as expressed in the said Corrected Deed of Dedication and the original Deed of Dedication of record in the Office of the Clerk of the Circuit Court of Frederick County, Virginia as Instrument No. 020012323

WITNESS the following signatures and seals:

For Oakcrest Properties, L.L.C.:

Tax I.D.

James T. Vickers (SEAL)
James T. Vickers, Manager

Helen M. Graham (SEAL)
Helen M. Graham

Edward A. Lundin (SEAL)
Edward A. Lundin

Thelma E. Lundin (SEAL)
Thelma E. Lundin

Marian Sue Boyd (SEAL)
Marian Sue Boyd

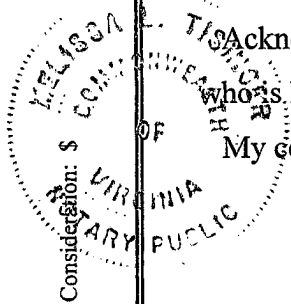
Barbara E. Lilly (SEAL)
Barbara E. Lilly

Grantee's Address:

COMMONWEALTH OF VIRGINIA,
CITY OF WINCHESTER, to-wit:

Acknowledged before me this 18th day of August, 2004 by James T. Vickers, who is Managing Member of Oakcrest Properties, L.L.C.

My commission expires: 1-31-06



Melissa J. Singer
NOTARY PUBLIC, SCT.

This instrument of writing was produced to me on 8-20-04 at 10:59 AM and with certificate of acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ NA, and 58.1-801 have been paid, if assessable

Rebecca P. Hogan, Clerk

060006670

6900

**AMENDMENT
to the
DEED OF DEDICATION
of
CROSS CREEK VILLAGE
SECTION 2**

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

Lot 21 June McNichols _____, Lot 35 Keenis & Marti Prichard _____
Lot 22 June Brogley _____, 36 Alfrieda Donaldson _____,
Lot 23 Norbert & Donna Bonjo _____, 37 Rose Montgomery _____,
Lot 24 Leon & Marge Jackson _____, 38 Philip & Victoria Tilson _____
Lot 25 Charles & Joyce Walker _____, 39 Iris Nealon _____,
Lot 26 Herb Risse _____, 40 Russell & Sophie Kidwell _____,
Lot 27 Hazel Spriggs _____, 41 John & Jo Wingenbach _____,
Lot 28 James & Sue Clark _____, 42 Shirley Burrows _____,
Lot 29 James & Wanda Royston _____, 43 William & Marian Schwab _____
Lot 30 Fred & Anna Yosca _____, 44 Pat & Fran McTiernan _____,
Lot 31 Dick & Betty Keller _____, 45 Eva Waters _____,
Lot 32 Aletha Watson _____, 46 Alice Foley _____,
Lot 33 Mildred Johnson _____, 47 James Brawley & Barbara Ambler _____
Lot 34 Edwin & Eileen Gunberg _____, 48 Esther Brill _____,

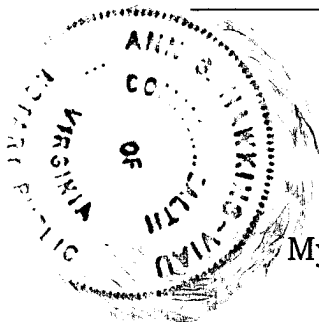
Lot 49 Judy Cook	Lot 71 Lloyd & Alice Nealis
50 Stephen & Aldona Hudak	72 Katherine Jeska
51 Pete & Ann Viau	73 David Brill
52 Justus Stryker	74 Marie Chacra
53 Patsy Baker	75 Mary Feldstein
54 Loretta Carlisle	76 Jack & Pat Kelly
55 Vivian Gleason	77 Ruby Dodge
56 Robert & Gail Gray	78 Marion Grube
57 George & Mildred Schulz	79 Upton & Mary Everhart
58 Phyllis Shannon	80 Melchoir Savarese
59 Winifred & Mary Ashwood	81 Richard & Betty Connor
60 Eleanor Miller	82 James & Eleanor Hess
61 Mary Karche	83 Dorathy Ott
62 Daphne Buettner	84 John D. & Elizabeth Bushby
63 Robert & Nancy Levi	85 Charles & Algie Gennaria
64 Eugene & Francis Cales Dorothy Swogger-King	86 Elizabeth Thomas
65 Anna & Robert Kemp	87 Louis & Sandra Bundrick
66 Phyllis Scozzie	88 Helen M. Graham
67 Roy & Hazel Beatley	89 Edward & Thelma Lundin
68 Marcia White	90 Betty J Stickles
69 Betty Ryan	91 Barbara Lilly
70 Anna Mae Manuel	

STATE OF VIRGINIA
COUNTY OF FREDERICK, to-wit:

various dates

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

Shirley Burrows	Phyllis Scozzie
Anna Manuel	Vivian Gleason
John & Elizabeth Busby	Daphne Buettner/Carol Cottos
Esther Brill	Marcia White
James & Eleanor Hess	Loretta Carlisle
Liz Thomas	Robert & Nancy levi
David Brill	Elizabeth Ryan
Charles & Algie Gennaris	Anna Kemp
Ruby Dodge	Patsy Baker
Louis & Sandra Bundrick	Gary & Nancy Nealis
Dorathy Ott	Robert & Gail Gray
Mary Feldstein	Winfred & Mary Ashwood
Marie Chacra	Mary Karche
Edward & Thelma Lundin	Katherine Jeska
Richard & Betty Connor	Justus Stryker
Upton & Mary Everhart	
John & Patricia Kelly	
George & Mildred Schulz	Phyllis Shannon
Eleanor Miller	



Ann D. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
COUNTY OF FREDERICK, to-wit:

Acknowledged before me this _____ day of _____, 2005, by
Various dates
and 2006

<u>Leon & Marg.Jackson</u>	<u>Iris Nealon</u>
<u>Herbert Risse</u>	<u>Rose Montgomery</u>
<u>James Clark III</u>	<u>Chas.& Joyce Walker</u>
<u>June Brogley</u>	<u>Judith Cook</u>
<u>Richard & Berry Keller</u>	<u>Hazel Spriggs</u>
<u>Fred & Anne Yosca</u>	<u>John & Josephine Wingenbach</u>
<u>Edwin & Eileen Gunberg</u>	<u>Stephen Hudak</u>
<u>Keenis & Martha Pricahrd</u>	<u>June McNichols</u>
<u>Alfreda Donaldson</u>	<u>Wm & Marian Schwab</u>
<u>Midred Johnson</u>	<u>Helen Graham</u>
<u>Aletha Watson</u>	<u>Barbara Lilly</u>
<u>James Brawley</u>	<u>Betty Stickles</u>
<u>Russell & Sophie Kidwell</u>	<u>Doug & Cnythia Savarese</u>
<u>Gerald McNichols</u>	<u>Peter & Ann Viau</u>
<u>James & Wanda Royston</u>	<u>Dorothy King</u>
<u>Norbert & Donna Bonjo</u>	<u>Philip Tilson</u>
<u>Patrick & Fran McTiernan</u>	
<u>Eva Waters</u>	
<u>Alice Foley</u>	

Shirley A. Benson
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06



WHEREAS, Oakcrest Properties, L.L.C., recorded a certain Deed of Dedication of Cross Creek Village, Section 2, dated July 24, 2002, in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 020012323; 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 2, 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

WHEREAS, Oakcrest Properties, L.L.C., recorded a certain Deed of Dedication of Cross Creek Village, Section 2, dated July 24, 2002, in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 020012323; 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 2, 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 *Victoria Tilson*
print name J. VICTORIA TILSON

sign *Philip A. Tilson*
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

24 MARGE JACKSON
sign _____
print name LEON JACKSON

sign Marge Jackson
print name Leon F. Jackson

sign Herb Russo
print name _____
HERBERT G. RISSÉ

sign _____
print name _____

sign James E. Clark III
print name _____
JAMES E. CLARK III

sign Muriel G. Clark
print name _____
Muriel G. Clark

#42 sign Shirley Burrows
print name _____
Shirley Burrows

sign _____
print name _____

#22 sign June Brogley
print name _____
June BROGLEY

sign _____
print name _____

#31 sign Richard E Keller
print name _____

sign Betty P. Kelle
print name _____

#30 sign Frederick Yosca
print name _____
FREDERICK K. YOSCA

sign Anne C. Yosca
print name _____
ANNE C. YOSCA

#34 sign Edwin G. Gumborg
print name _____

sign Edwin G. Gumborg
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

21-50

0076

LOT 35
sign Keen's F. Prichard
print name KEEN'S F. PRICHARD

35
sign Martha L. Prichard
print name MARTHA L. PRICHARD

Lot # 36
sign Alfreda Donaldson
print name

36
sign ALFIEDA DONALDSON
print name

Lot 33
sign Mildred Johnson
print name

~~# 33~~
sign _____
print name

LOT 32
sign ALETHA F. WATSON (32)
print name

sign _____
print name

LOT 47
sign James F Brawley
print name

sign JAMES F. BRAWLEY
print name

LOT 40
sign Bessie E. Kilwell
print name

sign Sophie S. Kilwell
print name

LOT 21
sign Gerald R. McNichols, Trustee
print name

sign Gerald R. McNichols TRUST
print name

Lot 70
sign Anna Mae Manuel
print name
Lot 29

sign _____
print name

sign Wanda Rayston
print name

sign James Rayston
print name

LOT 23
sign Robert A. Boniso
print name ROBERT A. BONISO

sign Donna R. Boniso
print name DONNA R. BONISO

Lot 44
sign Patricia A. McTeehan
print name PATRICIA A. MCTEEHAN

sign Karen F. McTeehan
print name FRANCES F. MCTEEHAN

LOT 45
sign Eva G. Waters
print name EVA G. WATERS

sign _____
print name

2150

0077

Lot 46

sign Alice Foley sign _____
print name _____ print name _____

sign Tris Nealon #39 sign _____
print name _____ print name _____

sign Rose Montgomery #37 sign _____
print name _____ print name _____

Lot 25 -> sign Joseph Walker sign _____
print name Charles Walker print name _____

Lot 44 sign Judith A. Gook sign _____
print name _____ print name _____

Lot #27 sign Hazel L. Sprigge + 2 sign _____
print name _____ print name _____

sign Joseph D Winger sign J D Winger
print name _____ print name _____

50 sign S. Hudak sign Aldora A Hudak
print name Stephen Hudak print name _____

sign dune Mc Nichols sign _____
print name _____ print name _____

Lot 43 sign Marian L. Schwab sign William C Schwab
print name MARIAN L. Schwab print name WILLIAM C. Schwab

sign _____ sign _____
print name _____ print name _____

lots 21-50

" 72-11

0078

sign John D. Bushby
print name John D. Bushby

sign E. Elizabeth Bushby 12/20/05
print name E. Elizabeth Bushby

sign Esther B. Brill
print name Esther B. Brill

sign _____ 12/21/05
print name _____

sign James M. Hess
print name JAMES M. Hess

sign Eleanor H. Hess 12/23/05
print name ELEANOR H. HESS

sign Liz Thomas 1/17/06
print name LIZ THOMAS

sign _____
print name _____

sign David Lee Brill
print name DAVID LEE BRILL

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

73-91

0079

sign Helen M. Graham
print name Helen M. Graham

sign _____
print name

sign Barbara E. Lilly
print name
BARBARA E. LILLY
Lot 91

sign _____
print name

sign Betty J. Stickles
print name
Betty J. Stickles

sign _____
print name

Lot 80
sign Cynthia S. Savarese
print name Cynthia S. Savarese

sign David Savarese
print name David Savarese

sign Charles R. Gennaria
print name CHARLES R. GENNARIA

sign Algie Gennaria
print name ALGIE GENNARIA

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

73-71

0080

sign Ruby Dodge 77
print name

sign Ruby Dodge
print name

sign Louise Bundrick 87
print name

sign LOUISE BUNDRICK
print name

sign Dorothy N. Ott 83
print name

sign _____
print name

sign Mary Feldstein
print name

sign _____
print name

sign Marie T. Chavra
print name MARIE T. CHACKA

sign LOT 74
print name

sign Helma E. Lunden
print name

sign Edward Luce LOT 89
print name

sign Betty Connor
print name BETTY CONNOR

sign Richard Connor LOT 81
print name Richard Connor

#79

sign Mary L. Everhart
print name MARY L. EVERHART

sign Upton N. Everhart
print name UPTON N. EVERHART

sign John J. Kelly
print name JOHN J. KELLY

sign Patricia G. Kelly
print name PATRICIA G. KELLY

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

5-12

1800

sign Mildred A Schulz
print name MILDRED A SCHULZ

sign George H Schulz
print name GEORGE H SCHULZ

sign Phyllis Shannon
print name PHYLLIS SHANNON

sign _____
print name _____

son - sign Eleanor Miller
print name ELEANOR MILLER

sign _____
print name _____

sign Phyllis R. Scollie
print name PHYLLIS R. SCOLLIE

sign _____
print name _____

sign Vivian M. Gleason
print name VIVIAN M. GLEASON

sign _____
print name _____

sign Daphne Beettner
print name DAPHNE BEETNER

sign Carol Cottos #62
print name CAROL COTTOS

#68 sign Marcia F. White
print name MARCIA F. WHITE

sign _____
print name _____

#54 sign Loretta F. Carlisle
print name LORETTA F. CARLISLE

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

#63

sign Nancy K. Levi
print name Nancy K. Levi

sign Walter C. Levi
print name

sign Elizabeth Ryan #69
print name

sign _____
print name

sign Peter C. Vian
print name PETER C. VIAN # 51

sign Ann S. Hawkins-Vian
print name Ann S Hawkins-Vian

65

sign Anna A. Kemp
print name Anna A. Kemp

sign _____
print name

#64

sign Dorothy King
print name Dorothy King

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign _____
print name

sign Patsy Baker
print name Patsy Bates

sign _____ 12/15/05
print name _____

sign Gary L. Nealis
print name GARY L. NEALIS

sign Nancy K. Nealis 12/23/05
print name NANCY K. NEALIS

sign Robert S. Gray
print name ROBERT S. GRAY

sign Gail S. Gray 12/23/05
print name Gail S. Gray

sign Winifred R. Ashwood
print name WINIFRED ASHWOOD

sign Mary H Ashwood 12/23/05
print name MARY H ASHWOOD

sign Mary A. Karche
print name MARY A. KARCHE

sign _____ 12/23/05
print name _____

sign Katherine F. Jeska
print name KATHERINE F. JESKA

sign _____ 12/23/05
print name _____

sign Justus A. Stryker
print name Justus A. Stryker

sign _____ 12/23/05
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

sign _____
print name _____

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 12th day of Dec, ²⁰⁰⁵1999, by

Mary Ann Gibson Lot 14

Shirley A. Burrows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06



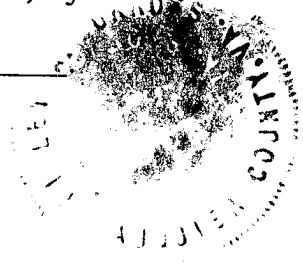
STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 17th day of Dec, ²⁰⁰⁵1999, by

Richard & Betty Keller Lot 31

Shirley A. Burrows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06



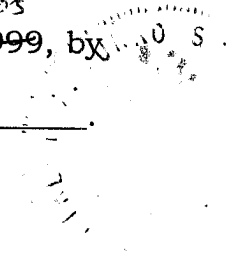
STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 19th day of Dec, ²⁰⁰⁵1999, by

Dorothy King Lot 64

Shirley A. Burrows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06



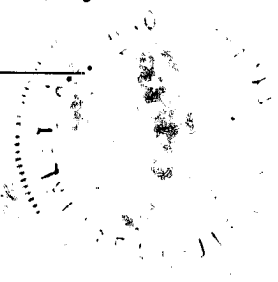
STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 2nd day of January, ²⁰⁰⁶1999, by

Fred & Anne Yosca (Frederick)

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 15th day of Nov., ~~1999~~²⁰⁰⁵, by

James + Wanda Rayston

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 15th day of Nov., ~~1999~~²⁰⁰⁵, by

Norbert + Donna Bonjo

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 3rd day of Dec., ~~1999~~²⁰⁰⁵, by

Patrick + Frances McTiernan

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 3rd day of Dec., ~~1999~~²⁰⁰⁵, by

Eva Waters

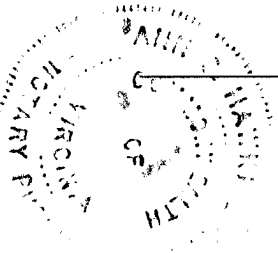
Shirley A. Burrows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 23rd day of December, ~~1999~~²⁰⁰⁵, by

Katherine F. Teska



[Signature]
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 23rd day of December, ~~1999~~²⁰⁰⁵, by

Justus A. Stryker



[Signature]
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA

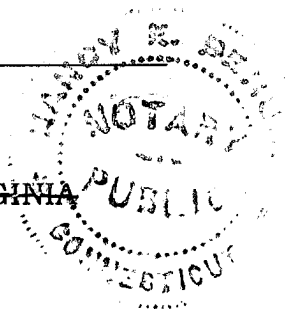
STATE OF VIRGINIA Comitient
FREDERICK COUNTY, to-wit: Hartford County

Acknowledged before me this 19 day of January, ~~1999~~²⁰⁰⁵, by

J. Victoria E. Ison

[Signature]
NOTARY PUBLIC FOR THE STATE OF VIRGINIA
NANCY E. BERUBE
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES NOV. 30, 2008



NOTARY PUBLIC

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 23rd day of December, ~~1999~~²⁰⁰⁵, by

Gary K. Nealis and Nancy K. Nealis

Ann D. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 23rd day of December, ~~1999~~²⁰⁰⁵, by

Robert S. Gray and Gail S. Gray

Ann D. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 23rd day of December, ~~1999~~²⁰⁰⁵, by

Winfred R. Ashwood and Mary H. Ashwood

Ann D. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 23rd day of December, ~~1999~~²⁰⁰⁵, by

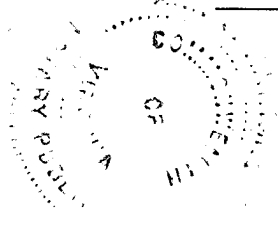
Mary A. Karche

Ann D. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 15th day of December, ~~1999~~ ²⁰⁰⁵ by
Patsy Baker



Ann S. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 20th day of December, ~~1999~~ ²⁰⁰⁵ by
John D. Bushby and G. Elizabeth Bushby

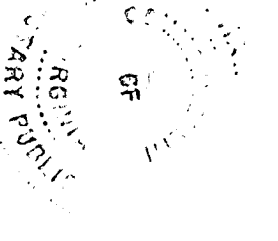


Ann S. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 21st day of December, ~~1999~~ ²⁰⁰⁵ by
Esther B. Brill

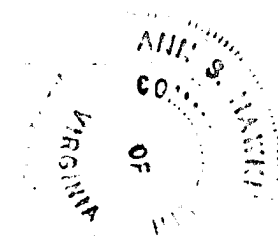


Ann S. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 23rd day of December, ~~1999~~ ²⁰⁰⁵ by
James M. Hess and Eleanor L. Hess



Ann S. Hawkins-Viau
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009

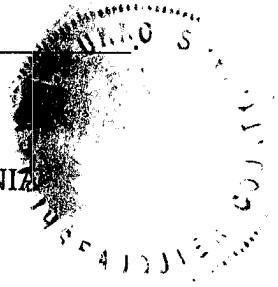
STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 9th day of January, ²⁰⁰⁶ 1999, by

William + Chimera Hohng

Phillip A. Bunows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06



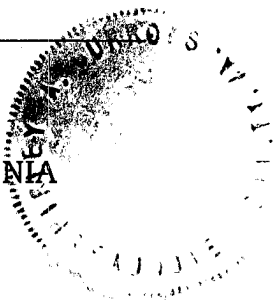
STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 7th day of Feb., ²⁰⁰⁶ 1999, by

Philip Wilson

Phillip A. Bunows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06



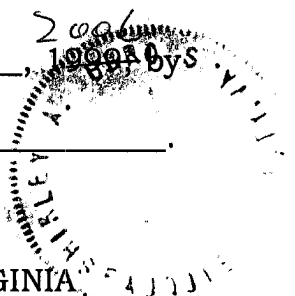
STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this 6th day of Feb., ²⁰⁰⁶ 1999, by

Cynthia Savarese not 80

Phillip A. Bunows
NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 3-31-06



STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this _____ day of _____, 1999, by

NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: _____

STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

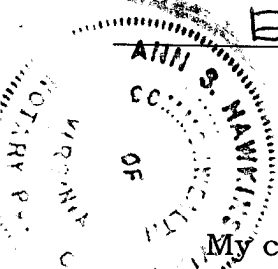
Acknowledged before me this 17th day of January, ~~1999~~²⁰⁰⁶, by

Elizabeth (Liz) Thomas

Ann D. Hawkins-Viau

NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009



STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

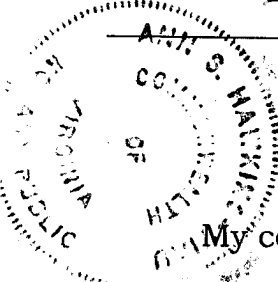
Acknowledged before me this 18th day of January, ~~1999~~²⁰⁰⁶, by

David Brill

Ann D. Hawkins-Viau

NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009



STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

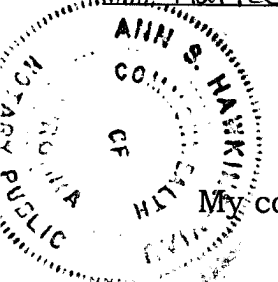
Acknowledged before me this 2th day of March, ~~1999~~²⁰⁰⁶, by

Charles R. Gennaria and Algie Gennaria

Ann D. Hawkins-Viau

NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: September 30, 2009



STATE OF VIRGINIA
FREDERICK COUNTY, to-wit:

Acknowledged before me this _____ day of _____, 1999, by

NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: _____

VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

4-7-06 at 11:26 AM
and with certificate of acknowledgement thereto annexed
was admitted to record. Tax imposed by Sec. 58.1-802 of

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

Ann D. Hawkins-Viau