

BK 240 PG0020

FINAL PLAT

LIMESTONE COURT

CITY OF WINCHESTER, VIRGINIA
SCALE: 1"=30' JULY 25, 1991

AREA TABULATION

TOWNHOUSE LOTS 1 - 30	31,934 SQ. FT. or 0.7331 Acres
LOT 31 - OPEN SPACE AREA	76,386 SQ. FT. or 1.7536 Acres
LOT 6 - OPEN SPACE AREA	14,386 SQ. FT. or 0.3303 Acres
LOT 7 - OPEN SPACE AREA	5,432 SQ. FT. or 0.1246 Acres
TOTAL AREA	128,138 SQ. FT. or 2.9416 Acres

APPROVALS:

APPROVED BY COMMON COUNCIL, CITY OF WINCHESTER, VIRGINIA

Edwin C. Daley
CITY MANAGER

Aug 22, 91
DATE

RITCHIE SURVEYS
STEPHENS CITY, VIRGINIA 22655
703-869-5175
SURVEYING - LAND PLANNING - ENGINEERING

Association Rules

On behalf of the Board of Directors of Limestone Court Homeowner's Association, we welcome you to the Community.

Here are some important things you should know as a resident.

In order to help keep the community looking its best, and remain an enjoyable community for all residences we offer the following:.

General Guidelines:

- 1. Each unit is to be used for residential purposes only. No business of any kind shall be established, maintained, operated, permitted, or conducted within the community except as may be permitted in compliance with the city ordinance.**
- 2. No unit shall be occupied by more persons, per bedroom, than allowed by law. No multiple family residences. (One family means immediate family, a couple and their children.. Not brothers, sisters, cousins grandparents etc.)**
- 3. Annoyances of any kind that interferes with the quiet enjoyment of your neighbors will not be permitted.**
- 4. No signs shall be permitted other than announcements of Association Activity.**
- 5. Littering in the common area and exterior of residences is prohibited.**
- 6. Trash and recycle receptacles shall be removed from the common area no later than the evening of the day of trash collection. All rubbish, trash, and garbage shall be regularly removed from the property, including the front of the individual building and parking areas.**
- 7. Parking rules:**
 - a. Resident parking: The residents of each unit have two assigned parking spaces.**
 - b. Rental residence are to adhere to the parking rules.. should the association find continuous abuse the owner of the property will be notified and fines assessed. Over 24 hours continuous parking is considered abusive and will be subject to a fine and the vehicle towed at owner's expense.**
 - c. Guest Parking: Guests may park in areas marked "V" for visitor. It is the responsibilities of the resident to make sure their guest are properly parked or the residents will be fined. Any abusive abuse will face a \$100 fine, and the vehicles towed at owner's expense.**
 - d. No passenger vehicles (normal 6 passenger vehicle) will be allowed in the residence parking areas without permission of the board.**
 - e. No exterior structure of any kind without the approval of the Board of Directors.**
 - f. The maintenance of the exterior of the buildings are the sole responsibility of the homeowner. Should the owner fail to maintain, or comply with the style, color or the appearance of the buildings will be referred to the bylaws, and unless resolved will be fined the cost of the maintenance.**
 - g. No satellite dish may be visible from the front of the property.**

Infraction of Rules

If infractions are not corrected in a reasonable time the board will take necessary action to make the corrections, and the cost of correcting the infractions will be included in the next billing of dues to the owner.

The board has the responsibility and the authority to assess penalties for persistent and continued infractions of these rules and regulations. In the case of a landlord/tenant relationship, the assessment will be against the homeowner/landlord.

#1585

DEED OF DEDICATION
and
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
of
LIMESTONE COURT

W I T N E S S E T H:

WHEREAS, Declarant (WHITE PROPERTIES OF WINCHESTER, INC. and H. N. FUNKHOUSER & CO., both Virginia corporations) is the owner in fee simple of certain real property in the City of Winchester, Virginia, on the west side of Valley Avenue as shown and further described on the attached plats drawn by Elliott Ritchie, Jr., L.S., dated July 25, 1991, known as LIMESTONE COURT, which real property encompasses all of Lots 4, 6, and 7 of Section 2, Limestone Terrace, and the southern portion of Hockman Avenue from its terminus with Tevis Street (conveyed to the Declarant by deed from the City of Winchester, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia immediately prior hereto), as they appear on the plat of said subdivision dated August 25, 1989, attached to the Amended Deed of Dedication dated December 22, 1989, of record in the aforesaid clerk's office in Deed Book 240 at pages 476 et seq.; and,

WHEREAS, said real estate, as shown on the aforesaid attached plats, has been subdivided into lots with the free consent and in accordance with the desires of the Declarant and 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 Declaration, together with the applicable ordinances and regulations of the City of Winchester, Virginia; and,

WHEREAS, the attached plats show accurately the metes and bounds of the subdivided land, together with the dimensions of each lot thereof (and also shows those certain easements reserved for installation and maintenance of water, sanitary sewer and storm

sewer facilities for said lots), which shall constitute a portion of that development known as LIMESTONE COURT.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and dedicates portions of said property to the City of Winchester, Virginia, as hereinafter set forth in Article VII.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to LIMESTONE COURT HOMEOWNERS ASSOCIATION, INC., a Virginia nonstock corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 3. "Lot" shall mean and refer to any of the lots designated upon the plats of Limestone Court, with the exception of the Open Spaces.

Section 4. "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 Properties, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the association for

the common use and enjoyment of the owners. The common areas to be owned by the association at the time of the conveyance of the first lot are described as "Open Space" and "Parking Area" on the attached plats.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the association.

Section 7. "Declarant" shall mean and refer to White Properties of Winchester, Inc. and H. N. Funkhouser & Co., Virginia corporations, and to their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the association to dedicate or transfer all or any part of the Common Area 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 agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(c) the right of individual owners to the exclusive use of parking spaces as provided in Article V, Paragraph 5.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Ownership of each lot shall entitle the owner thereof to the use of not more than two (2) vehicular parking spaces which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress upon said parking area. The association may permanently assign vehicle parking spaces for each dwelling.

ARTICLE III
MEMBERSHIP, VOTING RIGHTS, MANAGEMENT and INSURANCE

Section 1. Every owner of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Ownership of such lot shall be the sole qualification for membership.

Section 2. The association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on August 1, 1992.

Section 3. The Declarant hereby covenants for its heirs and assigns, that it will convey fee simple title to the Open Spaces and Parking Areas to the association prior to the conveyance of the first lot.

Section 4. The affairs of the association shall be managed by a board of not less than three (3), but no more than five (5) 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 the Properties; thereafter, the board of directors shall be elected by the Membership as determined in the bylaws of the association.

Section 5. The association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the association may deem desirable. The association may also insure any other property whether real or personal, owned by the association, against loss or damage by fire and such other hazards as the association may deem desirable, with the association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the association. Insurance proceeds shall be used by the association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the association are common

expenses included in the common assessments made by the association.

Section 6. In the event of damage to or destruction of any part of the Common Area improvements, the association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover such costs, the association may make a reconstruction assessment against all owners to cover the additional cost of repair or replacement, in addition to any other common assessments made against such owners.

Section 7. All insurance policies shall be reviewed at least annually by the board of directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 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 fell due. The personal obligation for

delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties including but not limited to: (1) payment of real estate taxes; (2) improvement and maintenance of the common areas as defined above; (3) maintenance of the easements and the storm sewer lines labelled "20' Private Storm Sewer Easement" on the attached plats; (4) seeding, watering, and mowing of all lawns; (4) maintenance of walking path easements, sidewalks, curbs and gutters; (5) maintenance of and snow removal from parking areas; and (6) removal of trash, garbage or other waste from central dumpster collection point(s); and maintenance of facilities and services in connection therewith. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of these facilities or abandonment of his lot.

Section 3. 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 Open Spaces, 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.

Section 4. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Three Hundred dollars (\$300.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The board of directors may fix the annual assessment at an amount not in excess of the maximum

Section 5. 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4, or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 60 days following the preceding meeting.

Section 7. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 8. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. 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, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the association as to the status of assessments on a lot is binding upon the association as of the date of its issuance.

Section 9. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However,

the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the Open Spaces; (b) all properties dedicated to and accepted by a local public authority; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments.

Section 12. In the event that the association, or its successors, shall fail to maintain the Open Spaces in reasonable order and condition the City of Winchester may take such action as authorized by the city's zoning ordinance or other regulations. The City of Winchester zoning ordinance and regulations are by this reference made a part hereof as if set out in full.

Section 13. Upon dissolution of the association, other than incident to a merger or consolidation, the assets of the association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the association was created or for general welfare of the residents of Limestone Court. In the event that such dedication is refused acceptance, such assets shall be deemed vested in the members of the association as tenants in common.

ARTICLE V
GENERAL COVENANTS

All lots shall be subject to the following restrictive covenants, which shall be covenants real running with the land:

1. All lots shall be used for single family residential purposes only. No detached garage nor carport shall be permitted on any lot.

2. No profession or home occupation shall be conducted in or on any part of a lot; provided, however, that Declarant reserves the right to use one or more of said lots for business purposes in connection with the development, sales and operation of the subdivision.

3. No signs or advertising of any nature shall be erected or maintained on any lot except for sale or rental signs for said lot not to exceed five (5) square feet in area, or signs used by a builder to advertise the property during construction and sale.

4. No exterior antennas, satellite dishes or similar device shall be permitted on any lot.

5. No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup truck, and 3/4 ton (or less) vans) shall be permitted on any lot except during the course of construction. No motor vehicle or material portion thereof which does not have a current license and current Virginia inspection sticker shall be permitted on any lot. No vehicles shall be parked in an area other than the parking areas designated on the attached plats.

6. No animals of any kind shall be permitted on any lot, except that dogs, cats and other usual household pets may be kept, provided they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers; and further provided that no household pets shall be permitted to run at large in said subdivision.

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

8. In the event that a dwelling is destroyed, the owner of the dwelling within thirty (30) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the lot in a neat and orderly condition. No structure other than a townhouse of at least the same dimensions and architecture as the unit destroyed shall be constructed in the place of the original unit.

9. Each owner shall keep all lots owned by him and all improvements thereon in good order and repair and free of debris, including, but not limited to the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

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

Notwithstanding any other provision of this Article, an owner by his negligence or willful act causes a party wall to be exposed

to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any owner to contribution from any other owner under this Article shall be appurtenance to the land and shall pass to such owner's successor in title.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers and deposited in the provided dumpsters. No refuse or any container for same shall be placed or stored in front of any townhouse.

12. No fences shall be erected on any lot except by Declarant. No other building, structure, addition nor exterior alteration (including basketball backboards, rims and nets) or improvement of any character shall be constructed, erected or maintained upon any lot or dwelling located thereon, nor shall any exterior addition, change or alteration thereto be made until the plans and specifications of construction, including quality of workmanship, design, colors and materials, showing the nature, kind, shape, height, materials, and location of the same shall, have been submitted to and approved in writing by the board of directors of the association as being in harmony with the whole subdivision, or by an architectural committee composed of three (3) or more representatives appointed by the board. In the event said board, or its designated committee, fails to approve or disapprove such design and/or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

13. If in the construction of any dwelling by Declarant there occurs an encroachment, then such encroachment shall be deemed a perpetual easement for the benefit of the dominant lot.

14. 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 transferred by it except that it cannot change the use of any lot from residential to commercial. This waiver shall not affect the binding effect of the covenants and conditions upon any other lot. The 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.

15. 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.

ARTICLE VI
EASEMENTS

Section 1. The property described herein is subject to those certain easements or rights of way designated on the aforesaid attached plats as:

Public Sanitary Sewer & Waterline Easement
Waterline Easement
2.0' Waterline Easement
20' Public Sanitary Sewer Easement
20' Public Waterline Easement
20' Public Sanitary Sewer & Waterline Easement
20' Utility Easement
25' Public Sanitary Sewer Easement
30' Public Waterline Easement
30' Sanitary Sewer & Waterline Easement

The Declarant does hereby grant and convey unto the City of Winchester a perpetual right of way or easement over the aforesaid rights of way for the installation and maintenance of water and

sewer lines and any related facility designated on the said plats.

The property is further subject to those certain pre-existing easements or rights of way designated on the aforesaid attached plats as:

44' Ingress & Egress Easement, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in Deed Book 240 at page 476.

47' Access Easement, of record in said clerk's office in Deed Book 240 at page 476.

20' Public Sanitary Sewer & Waterline Easement, of record in said clerk's office in Deed Book 222 at page 802.

20' Waterline Easement, of record in said clerk's office in Deed Book 239 at page 29.

Storm Sewer and Storm Water Management Easement, of record in said clerk's office in Deed Book 240 at page 476.

20' Sanitary Sewer Easement, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia in Deed Book 323 at page 299.

Section 2. The property described herein is further subject to those certain easements or rights of way for the purpose of storm water drainage, which are designated on the aforesaid attached plats as:

Public Storm Sewer Easement
Storm Water Easement

No structures of any kind may be placed within said easements designated on the aforesaid attached plats. Said easements may not be altered or modified without the prior consent of the City of Winchester, and the Declarant does hereby grant and convey unto the City of Winchester a perpetual right of way or easement over the aforesaid designated drainage easements for the purpose of so providing drainage. Declarant does further agree that the City of Winchester shall be under no obligation to maintain said drainage easements, provided, however, that in the event the association fails to maintain said surface drainage easements, then, and in that event, the City of Winchester shall have the right to maintain

the same and charge the association pursuant to the provisions of Article IV, Section 12 above.

Section 3. Each lot (Numbers 1 through 30, inclusive) shown on the aforesaid attached plats is further subject to an easement for the benefit of all other lots for the installation, maintenance and replacing of pipes and lateral lines necessary for water and sanitary sewer services serving those other lots. No structures of any kind may be placed over said easements. The dominant lot shall have full and free use of the said easement for the purposes named, including right of access thereto for inspection and maintenance, and shall have all other rights and privileges reasonably necessary to the use of the easement; provided, however, that said rights shall be exercised only during periods of actual inspection, construction or maintenance.

The owners of the dominant lot(s) shall be responsible for the maintenance of said pipes and lines, and to repair any damage to the servient lot(s) caused by such installation, maintenance or replacement.

Section 4. The Declarant reserves unto itself, its successors or assigns the right to erect, maintain, operate and replace underground and above ground telephone and electric light conduits, related equipment, and other facility, sewer, gas, water, and television lines and related equipment, and other utility equipment where such utility lines and equipment are now located and along a strip 10 ft. along the front and rear of each lot and along those areas intended for public access on the attached plats and over the Open Spaces as needed, provided that such easement shall not interfere with the use and enjoyment of the Open Spaces.

ARTICLE VII
DEDICATION OF COMMON AREAS

Declarant, in recording these plats of LIMESTONE COURT, has designated certain areas of land on the aforesaid attached plats as:

5' Easement for Walking Path
Open Space: Lot 31
Open Space: Lot 6 5,432 sq. ft.
Open Space: Lot 7 14,386 sq. ft.
Parking Area
36' Access Easement

which are intended for use by the homeowners in Limestone Court for parking, recreation, and other related activities. The designated areas are not dedicated hereby for use by the general public, but are dedicated to the common use, convenience, and enjoyment of the homeowners in Limestone Court as more fully provided in this instrument:

ARTICLE VIII
GENERAL PROVISIONS

Section 1. The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the association 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.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. 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 recorded among the land records in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia.

Section 4. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 16 day of August, 1991.

M. Willis White (Pres) (SEAL)
WHITE PROPERTIES OF WINCHESTER, INC.
by M. Willis White, President

Robert Claytor (SEAL)
H. N. FUNEHOUSER & CO.
by Robert Claytor, President

STATE OF VIRGINIA
City of Winchester, to-wit:

Acknowledged before me this 16th day of August, 1991, by M. Willis White, who is President of White Properties of Winchester, Inc., a Virginia Corporation, on behalf of the corporation.

Kaym Seltzer
NOTARY PUBLIC

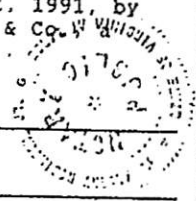
My commission expires: January 31, 1993

STATE OF VIRGINIA *at Large*
City of Winchester, to-wit:

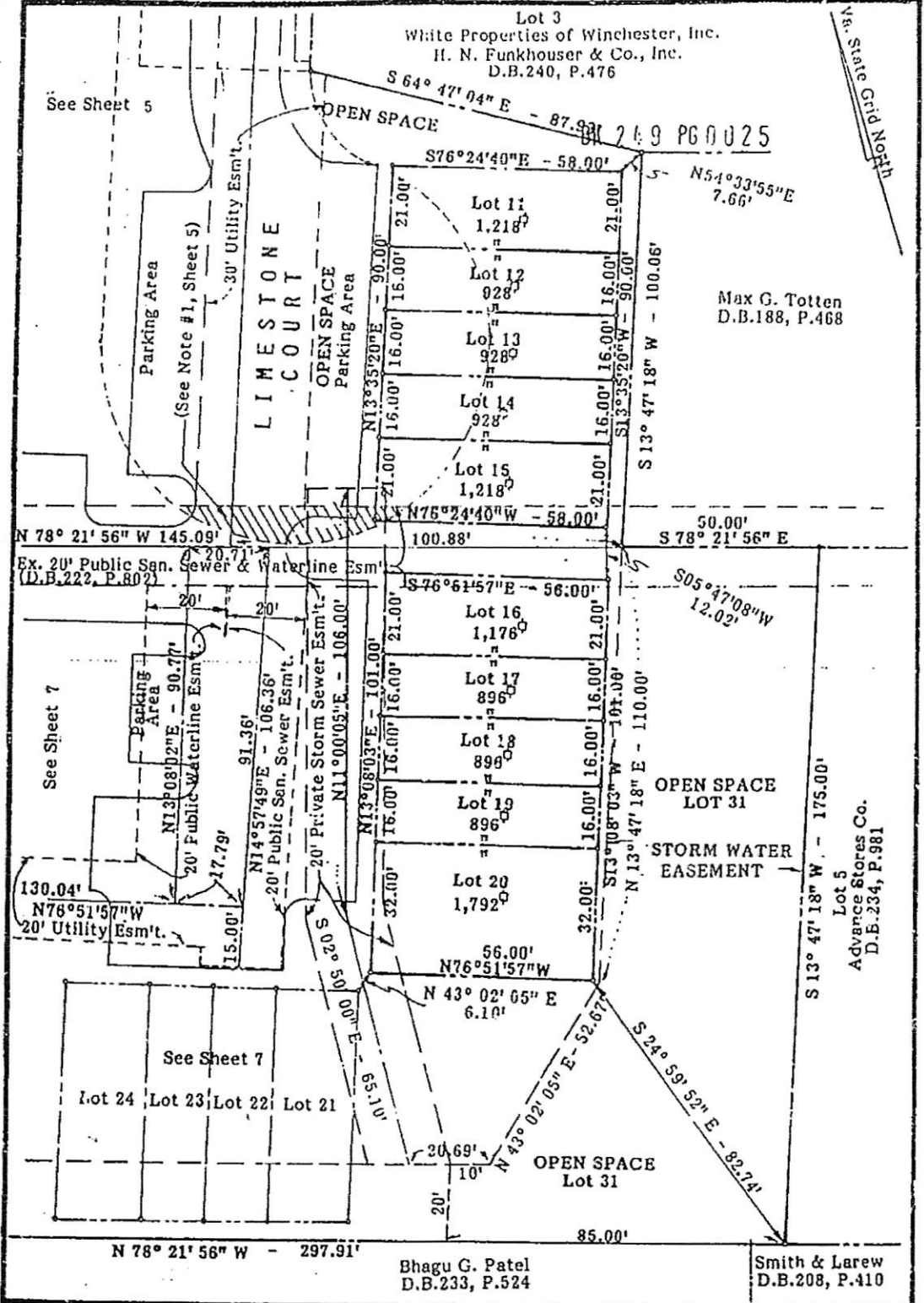
Acknowledged before me this 22ND day of August, 1991, by
Robert Claytor, who is President of H. N. Funkhouser & Co. Virginia Corporation, on behalf of the corporation.

F. Albert Robinson, Jr.

NOTARY PUBLIC

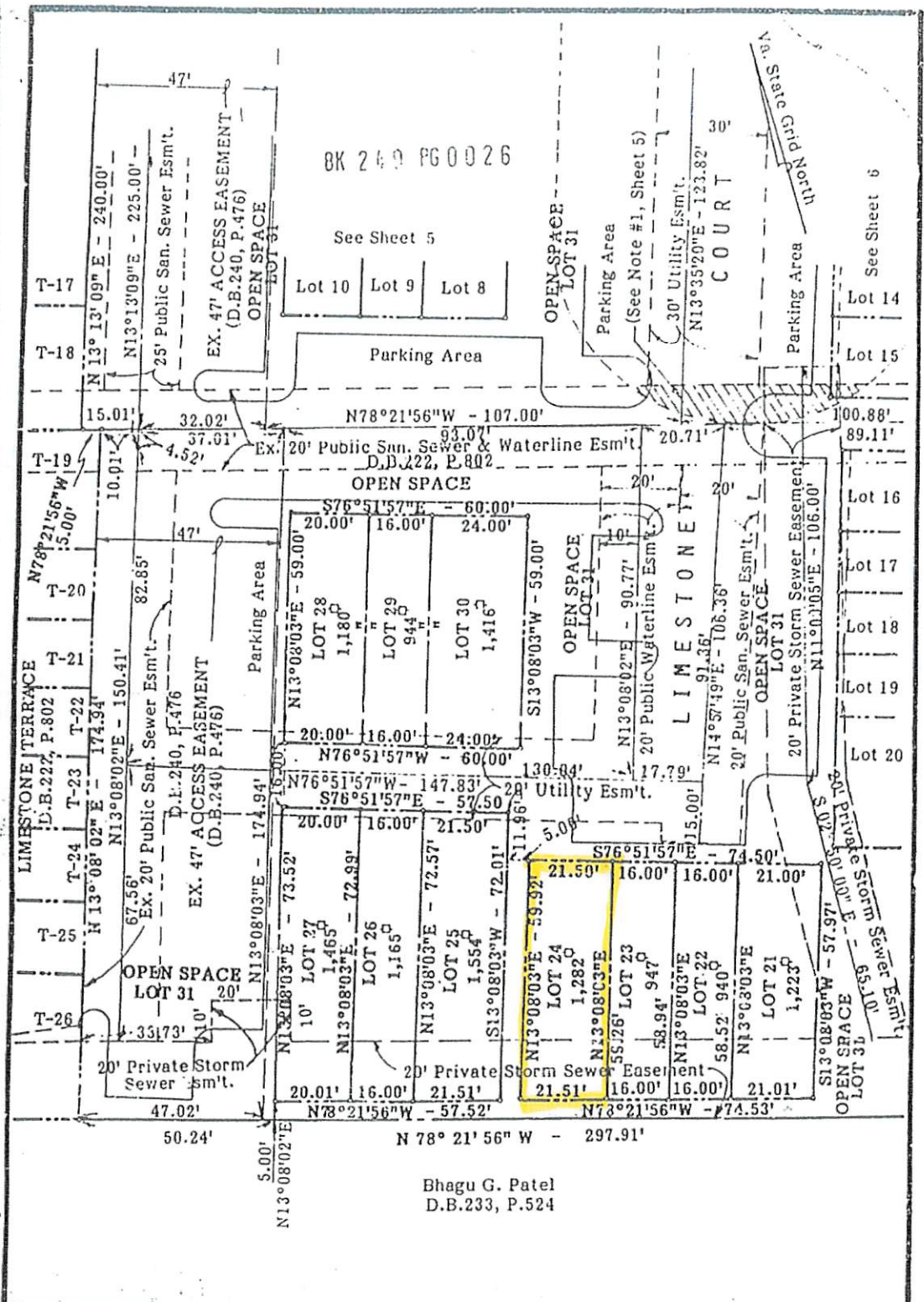


My commission expires: 7-31-92

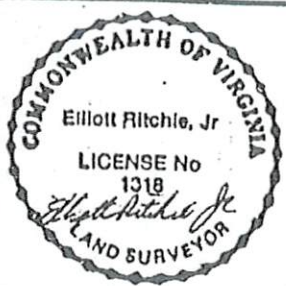


L I M E S T O N E C O U R T

DATE: JULY 25, 1991	SCALE: 1"=30'
RITCHIE SURVEYS STEPHENS CITY, VIRGINIA 22655 703-869-5175 SURVEYING - LAND PLANNING - ENGINEERING	
	SHEET 6 OF 8



Bhagu G. Patel
D.B.233, P.524



LIMESTONE COURT

DATE: JULY 25, 1991

SCALE: 1"=30'

RITCHIE SURVEYS
STEPHENS CITY, VIRGINIA 22655
703-869-5175
SURVEYING - LAND PLANNING - ENGINEERING

SHEET
7
OF
8

DANIEL TERRACE
N 88° 56' 00" W
17.36'

N/F Huber

SK 714 PG 0027 TABLE

No.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
4	1,605.00'	02° 11' 22"	61.32'	30.67'	61.33'	N 77° 19' 02" W
5	25.00'	92° 00' 02"	40.14'	25.89'	35.97'	N 32° 24' 41" W
6	25.00'	84° 28' 35"	36.86'	22.70'	33.61'	S 55° 49' 37" W
7	1,605.00'	00° 59' 16"	27.67'	13.84'	27.67'	N 82° 25' 44" W

TEVIS

N/F Pine Motor Co., Inc.

Lot 70A

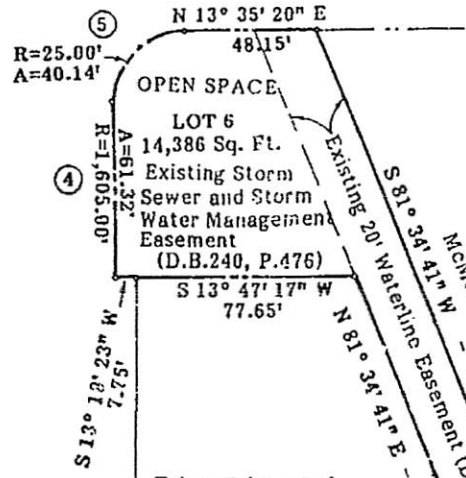
Va. State Grid North

(Variable R/W)



HOCKMAN AVENUE
50' R/W

STREET



Takey Crist, et al
R. Rash & Associated

Macanitten Terrace
(D.B.155, P.600)
Lot 12
N/F McMullen

N/F Pine Motor Co., Inc.

Existing 20' Sanitary Sewer Easement
(D.B.323, P.299) 22.13'

VALLEY AVENUE
U. S. ROUTE 11
(80' R/W)



LIMESTONE COURT

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ITCHIE SURVEYS
STEPHENS CITY, VIRGINIA 22655
703-869-5175
SURVEYING - LAND PLANNING - ENGINEERING

SHEET
8
OF
8

BK 249 PG 0028

REGINA CITY of WIN. 1991, BCT.

This instrument of writing was produced to me on the 26th day
of August, 1991 at 4:05 pm, and with
certificate of acknowledgment thereto annexed was admitted to record
tax imposed by Sec. 58-54.1 of § 10000, and 58-54 have been
paid, if assessable.

Delia J. Barber, Dep