

Amended
2nd Deed of Dedication

~~AMENDED~~
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BK 921PE0461

#12785

THIS AMENDED DEED OF DEDICATION made and dated this 17th day of November, 1998, by and between JASBO, INC., A Virginia Corporation hereinafter called the Grantor, and NOTTOWAY TOWNHOUSES ASSOCIATION, SECTION TWO, INC., A Virginia non-stock Corporation, hereinafter called the Grantee.

WHEREAS, the Grantor has previously dedicated, platted and subdivided those certain parcels of land known as " Nottoway Subdivision Section II " by a certain Deed of Dedication dated December 22, 1986 which said Deed of Dedication is of record in the Clerk's Office of the Circuit Court of Frederick County in Deed Book 634 at Page 764 and,

WHEREAS, the Nottoway Townhouses Association, Section II having passed a resolution by all owners of record amending the aforesaid Deed of Dedication, paragraph 5 (a) of record in Deed Book 634 at Page 767.

NOW THEREFORE, WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$ 10.00) cash in hand, the receipt of which is hereby acknowledged, the Deed of Dedication of Nottoway Townhouses Association Section II is hereby amended as follows:

That the annual dues assessed each owner of record as of January 1, 1999 shall be increased from the current amount of \$ 50.00 per annum to \$ 100.00 per annum. Said annual payment shall be a charge upon and running with the respective unit. All other provisions regarding the collection, expenditure and legal right to recover past due assessments for annual dues remain in effect.

members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast more than two-thirds (2/3) of the votes of the entire Class A membership, agreeing to such dedication, sale or transfer.

ARTICLE XII

DISSOLUTION

The Association may be dissolved with the assent of more than two-thirds (2/3) of each class of members. Upon dissolution of the Association, the assets, both real and personal of the Association shall be dedicated to any appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association, provided that such public agency shall expressly accept such dedication. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XIII

DURATION

This corporation shall exist perpetually.

ARTICLE XIV

ANNUAL MEETINGS

The annual meeting of the Association shall be held on the first Wednesday in December of each year. The President, Secretary or ten

thirds (2/3) of the entire Class A membership.

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 634, Page 764 of the land records of Frederick County Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however, that the development of the additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development.

ARTICLE X

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of more than two-thirds (2/3) of the entire Class A membership.

ARTICLE XI

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell 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

Property Owners Association Act, 55.508 et seq. Code of Virginia 1950, as amended. The names of the persons who are to act in the capacity of directors until the selection of their successors are:

- Madeline Blare
- Jeanette Gordon
- John Hickerson
- John Kemmerly
- Ann Krasnicki
- Rebecca Martin
- Lisa Smallwood
- Mary Sweeney
- Virginia Yates

ARTICLE VIII

The highest amount of indebtedness or liability, direct or contingent, to which their Association may be subject at any time shall not exceed Ten Thousand Dollars (\$10,000.00) provided that additional amounts may be authorized by the assent of more than two-thirds (2/3) of the membership.

ARTICLE IX

INCREASE IN MEMBERSHIP BY ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Association may, at any time, increase its membership by annexation of additional properties and common areas to the Properties described in Article IV and consequently add to its membership under the provisions of Article V, provided that any such increase in membership by annexation of additional properties shall have the assent of more than two-

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

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership, to be designated as "Class A," to wit:

Class A Class A members shall be all those Owners as defined in Article V. Class A members shall be entitled to one vote for each Lot which they hold the interest required for membership under Article V. 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.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be handled by a board of Directors, consisting of nine (9) or more members. The directors shall be elected by a majority of those present at the annual meeting of members. The Board of Directors shall annually meet after the annual members meeting and elect a President and a Secretary, who shall not be the same individuals. The directors shall have sole authority in handling the business of the Association, including the collection of assessments, enforcement of same and expenditure of same. The Board of Directors shall have those powers, including but not limited to, set forth in the Virginia

all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association:

(d) borrow money, and with the assent of more than two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

ARTICLE V

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 assessment 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. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot

permitted by law, of the residence Lots and Common Area within that certain tract of property located in Frederick County, Virginia and described as follows:

All those certain parcels of land located and being situate in Opequon Magisterial District, Frederick County, Virginia being designated as PARCEL A, containing 3.77 acres, more or less, and PARCEL B, containing 4.27 acres, more or less, inclusive, of Nottoway Subdivision Section Two, as the same appears on the plat of the said subdivision of record in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in Deed Book 634, at Page 773, and being a portion of the same land conveyed to the Grantor herein by Deed dated December 16, 1986 from James L. Bowman and Mary Jane Bowman, his wife by James L. Bowman, her attorney in fact under Power of Attorney dated March 25, 1983, of record in the aforesaid Clerk's Office in Deed Book 634 at Page 499. Reference is made to the aforesaid instruments for a further and more particular description of the property hereby conveyed.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may be hereafter brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose to:

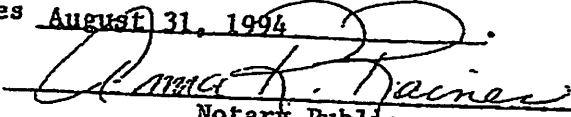
(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and to be recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and endorse payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay

before me in my City/~~County~~ and State aforesaid.

Given under my hand this 18th day of November, 1991.

My Commission expires August 31, 1994.


Notary Public

BK 634 PG 764

THIS DEED OF DEDICATION, made this 22 day of December, 1986, by JASBO, INC., A Virginia Corporation, of the one part, hereinafter called the Grantor, and THE COUNTY OF FREDERICK, VIRGINIA, of the other part, hereinafter called the Grantee.

WITNESSETH:

1. The platting and dedication of Section Two of Nottoway Subdivision as shown on the plats prepared by Dove & Associates, Certified Land Surveyors, dated August 22, 1986, attached hereto and incorporated herein in full by this reference is with the free consent and in accordance with the desire of the Grantor herein. The platted land lies a short distance East of Stephens City in Opequon Magisterial District of Frederick County, Virginia, just North of Route 277, and is a portion of the property conveyed to the Grantor herein by deed dated December 16th, 1986 and recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in the current Deed Book immediately preceding this Deed of Dedication.

2. The Grantor does hereby grant and dedicate to the Grantee, in accordance with Section 15.1-478 of the 1950 Code of Virginia, as amended, that portion of the platted property designated as Buckingham Drive and Nottoway Drive.

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

- 1. No unit shall be used except for residential purposes.
- 2. No signs or advertising of any nature shall be erected or maintained on a unit, except for sale or rental signs for said unit.
- 3. No motor vehicle which does not have a current license plate and a current Virginia inspection sticker shall be permitted or allowed on any lot.

*For Contract [unclear]
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Re 255 B. 1768*

4. No building, structure, alteration, addition or improvements of any character, other than interior alterations shall be constructed upon any unit unless and until a plan of such construction shall have been approved by the Board of Directors of the Nottoway Townhouses Association as to harmony with surrounding structures, the effect of the construction on the outlook from surrounding units and all of the factors which will in their opinion affect the desirability or suitability of the construction.
5. No trees shall be planted nor other digging undertaken without first securing the approval of the local power company and without first being advised as to the location of all underground electrical and telephone wires.
6. No noxious or offensive activities shall be carried on upon any unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No animals, livestock or poultry of any kind shall be raised or kept on any unit, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
8. No boats, trailers, campers, trucks or other similar vehicles or equipment, other than automobiles, motorcycles and pickup trucks shall be parked or located on any unit, except for the purpose of delivery or removal for a period not exceeding two (2) calendar days.
9. No baby carriages, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain on any unit except in the enclosed rear area. Nottoway Townhouses Association may impound all such articles and make a charge for their return.
10. No unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal for such materials shall be kept in a clean and sanitary condition. No refuse or any container for same shall be placed or stored in front of any house, except on the date of garbage pick up.
11. No roof top antenna shall be erected or permitted higher than ten (10) feet above the square of the building.

12. No exterior clothes line, or hanging device shall be allowed upon any unit, except for an umbrella type one with a diameter not exceeding seven (7) feet, provided same is located in the rear of a unit.

13. Each unit owner and his assigns and their guests and licensees shall have the right of ingress and egress from the unit to Buckingham Drive across the other units over the driveway area now existing in front of the buildings.

14. No unit owner shall have the right to park upon another's unit.

15. The Nottoway Townhouses Association shall have the right to care for the driveway area and the area between the driveway area and Buckingham Drive.

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

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

18. The walls dividing each of the Units shall be treated as party walls. The cost of reasonable repair and maintenance of a party wall shall be shared by the two (2) adjoining landowners, except to the extent the wall is not of use to one of the owners. If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or wilful acts or admissions. Except as noted otherwise in the

paragraph, the general rules of law and equity regarding party walls and liability for property damage due to negligence or wilful acts or admissions shall apply.

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

4. The Grantor reserves unto itself and its assigns, the right to erect, maintain, operate and replace underground and above ground telephone and electric light conduits, related equipment and other facilities, sewer, gas, water and television lines and related equipment and other utility equipment where such utility lines and equipment are now located and on, over and under that strip of land marked on the attached plat for utility easements, the right of ingress and egress thereto and the right to grant easements or rights of way therefor. In addition, each unit owner shall have the right of ingress and egress to his unit over said strip of land marked utility easement.

5. (a) The owner of each unit, upon which construction has started or been completed, as of January 1st of each year beginning January 1, 1987, shall pay to Nottoway Townhouses Association, its successors or assigns, the sum of Fifty Dollars (\$50.00) per unit owned by said owner or such other amount as are determined by Nottoway Townhouses Association, payable during the month of January of each year, beginning January 1, 1987, and to be used solely for the maintenance, repair, improvement and snow removal of the parking, the driveway and the adjoining street side areas of the area known as "Nottoway Townhouses" in Frederick County, Virginia, as more particularly described by plats, now or hereafter prepared and recorded, in the Clerk's Office of the aforesaid County, attached to deeds of dedication of Nottoway Townhouses Subdivision. Said annual payment shall be a charge upon and running with the respective unit. Each assessment shall be the personal obligation of the owner of said property as of the beginning of the respective year and such personal obligation will not pass to his successor in title until expressly assumed by him. If the owner is in default on March 1st of any year, Nottoway

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Townhouses Association, its successors and assigns, in addition to any other legal means of collection, may sell the property at public auction after advertisement, once a week for two (2) successive weeks, in some convenient newspaper, having general jurisdiction in this County, and after ten (10) days written notice mailed to the last known address of said owner.

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

6. Nottoway Townhouses Association, mentioned herein, shall apply to a Nottoway Townhouses Association formed in regard to Section Two of the Nottoway Subdivision only.

WITNESS the following signature and seal:

JASBO, INC.

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

STATE OF VIRGINIA, AT LARGE,
City of Winchester To-wit:

The foregoing instrument was acknowledged before me this 22nd day of December, 1986, by James L. Bowman, as President of Jasbo, Inc., a Virginia Corporation, on behalf of the corporation.

My commission expires January 18, 1988

[Signature]
Notary Public

HARRISON & JOHNSON
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

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#1354

THIS AMENDED DEED OF DEDICATION, made this 12th day of September, 1990 by JASBO, INC., A Virginia Corporation, party of the first part, NOTTOWAY TOWNHOUSES ASSOCIATION, Section II, party of the second part, hereinafter called the Grantors and THE COUNTY OF FREDERICK, VIRGINIA, party of the third part, hereinafter called the Grantee.

WHEREAS, the party of the first part has previously dedicated, platted, and subdivided those certain parcels of land known as "Nottoway Subdivision, Section II" by those certain Deeds of Dedication dated December 22, 1986 and January 23, 1974, which said Deeds of Dedication are of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 634, at Page 764, and Deed Book 425, at Page 453, respectively and,

WHEREAS, the Nottoway Townhouses Association, Section II, party of the second part, by its President, joins in this document to signify its consent and assent to this Amended Deed of Dedication.

WHEREAS, it is the desire of all the parties hereto, who are the parties having an interest in the real estate comprising Nottoway Subdivision, Section II, to effect the changes set forth below.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand, paid, receipt of which is hereby acknowledged and other consideration, deemed adequate at law, the said Deeds of Dedication of Nottoway Subdivision, Section II, are hereby amended as follows:

- Article 3, Par.3. is amended to the extent that:
 - 3. No motor vehicle which does not have a current license plate and a current inspection sticker shall be permitted or allowed on any lot.
 - a. Inoperable Motor Vehicle - Any motor vehicle having any major component missing such as engines, transmission, steering mechanism, or others which are necessary for the safe and normal operation of such vehicle and which is exposed to the weather and unlicensed by the Division of Motor Vehicles at the time of any violation of this article.

- b. Any vehicles in violation, will be towed at owner's expense.
- c. All minor work on vehicles including changes of oil can be done within one day in parking area only, but never on sidewalk, and all waste material must be disposed of properly.

Article 3, Par. 4, is added:

4. No building, structure, alteration, addition or improvements of any character, other than interior alteration.

a. No structures, attached or unattached, shed, awnings, porch, or porch covering, railing shutters shall be allowed, constructed, or altered upon any lot without the plans and specifications of such having been approved by the Board of Directors of the Nottoway Townhouses Association, Section II.

1. Any exterior color changes must be approved by the Board of Directors.

a. No fences will be erected without approval by the Board of Directors within thirty (30) days of request to build.

b. All fences in backyard only.

c. All fences must have sufficient gateways to permit passage into the lot.

d. A survey should be done. Contact Miss Utility for underground wiring prior to construction.

e. No fences shall be constructed without approval by the Board of Directors. All requests will be accepted or denied within thirty (30) days.

Article 3, Par. 7 is added:

7. No dog kennels or pens allowed, only standard doghouses.

1. Running at Large - It shall be unlawful to permit any dog to run at large within the county at any time during the year. Any person who permits his dog to run at large, or remain unconfined, unrestricted or not penned up shall be deemed to have violated the provision of this

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section...It shall be the duty of the Dog Warden and Deputy Dog Wardens to cause all dogs found running at large in violation of this section to be caught and penned in the County Dog Pound. A dog shall be deemed to run at large while roaming, running and not under its owner's or custodian's immediate control.

Article 3, Par. 10 is added:

10. Trash and trash containers should be kept in the rear of the dwelling except for the Twenty-Four (24) hour period immediately preceding a scheduled garbage collection. Plastic trash bags must be kept in solid containers to prevent animals from tearing bags open.

Article 3, Par. 14 is added:

14. No parking in yards or common areas of sidewalks shall be permitted.

1. Homeowners will park in their designated areas only.

Article 3, Par. 15 is amended to the extent that:

15. The Nottoway Townhouses Association shall have the right to care for the driveway area, the area between the driveway area and Buckingham Drive, and all common areas.


Article 3, Par. 19, is added to the extent that for each violation of these covenants, you will first receive a written notice, describing the offense. If the violation has not been cleared up within thirty (30) days, a \$10.00 fine will be imposed for each offense.

Article 5, Par. 19 is amended to the extent that:

The fiscal year is October 1 thru September 30 instead of January 1 thru December 31. Dues are payable during the month of October of each year.

WITNESS the following signature and seal:

JASBO, INC.

BY:  (SEAL)
JAMES J. BOWMAN, President

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NOTTOWAY TOWNHOUSES ASSOCIATION,
SECTION II

BY: Stephen R. Feltner (SEAL)
STEPHEN R. FELTNER, PRESIDENT

STATE OF VIRGINIA At Large
City of Winchester to-wit:

I, Jessie D. Williams a Notary Public in and for the State and
Jurisdiction aforesaid do hereby certify that JAMES L. BOWMAN, President, JASBO,
INC., whose name is signed to the foregoing AMENDED DEED OF DEDICATION bearing
date the 12th day of September, 1990, has personally appeared before
me and acknowledged the same in the State and Jurisdiction aforesaid.

Given under my hand this 20th day of September, 1990.

My Commission expires January 3 1992
Jessie D. Williams
Notary Public

STATE OF VIRGINIA
City of Winchester, to-wit:

I, Anna R. Raines, a Notary Public in and for the State and
Jurisdiction aforesaid, do hereby certify that STEPHEN R. FELTNER, President,
NOTTOWAY TOWNHOUSES ASSOCIATION, SECTION II, whose name is signed to the
foregoing AMENDED DEED OF DEDICATION bearing date the 12th day of
September, 1990, has personally appeared before me and acknowledged the same
in the State and Jurisdiction aforesaid.

Given under my hand this 12th day of September, 1990.

My Commission expires August 31, 1991
Anna R. Raines
Notary Public

VIRGINIA: FREDERICK COUNTY, SCT.
This instrument of writing was produced
to me on the 28 day of SEPT.
1990 at 416 P.O. and with certificate
of acknowledgment thereto annexed was
admitted to record.

1 in duplicate