

5044

THIS DEED OF DEDICATION, made and dated this 15th day of July, 1991, by and between J. E. J. P. CORPORATION, A Virginia Corporation, party of the first part, hereinafter called the DECLARANT; the COUNTY OF FREDERICK, VIRGINIA, party of the second part; Thomas A. LOUTHAN, Sole Acting Trustee, party of the third part; DOMINION BANK, NATIONAL ASSOCIATION, Beneficiary, Successor in Interest to Dominion Bank of Shenandoah Valley, National Association, party of the fourth part; and Jesse J. RICHARDSON, JR., Sole Acting Trustee for Beneficiary Robert J. Snyder, party of the fifth part.

WHEREAS, the Declarant is the owner in fee simple of the real estate shown on the attached plat drawn by Douglas C. Legge, C.L.S., dated 31 October 1990, known as The Village at Sherando, which property is further described on the Final Master Development Plan of The Village at Sherando as filed in the Office of the Frederick County, Virginia, Department of Planning and Development; and

WHEREAS, this is a 14.5621 acre parcel which is a portion of the 39.6054 acre parcel of real estate conveyed to the Declarant by Deed dated 2 March 1990, from Robert J. Snyder, by M. Elizabeth Sargent, his Attorney-in-Fact, and of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 740 at Page 515; and the same real estate in its entirety conveyed to the Declarant by Deed dated 7 November 1990, from James L. Longerbeam and Richard E. McClellan, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 752 at Page 1792; and

WHEREAS, the said 39.6054 acre parcel is subject to a Credit Line Deed of Trust dated 2 March 1990, of record in the aforesaid Clerk's Office in Deed Book 740 at Page 525, to secure Dominion Bank of Shenandoah Valley, National Association, a certain indebtedness described therein; and said 39.6054 acre parcel is further subject to a Purchase Money Deed of Trust dated 2 March 1990, of record in the aforesaid Clerk's Office in Deed Book 740 at Page 531, to secure Robert J. Snyder, a certain indebtedness described therein; and

WHEREAS, the Declarant is also the owner in fee simple of that certain 15.3000 acre parcel of real estate adjacent to the said 39.6054 acre parcel, more particularly described on the attached plat as "future development," conveyed to the Declarant by Deed dated 2 March 1990, from Robert J. Snyder, by M. Elizabeth Sargent, his Attorney-in-Fact, and of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book

740 at Page 515; and

WHEREAS, the said 15.3000 acre parcel is subject to a Purchase Money Deed of Trust dated 2 March 1990, of record in the aforesaid Clerk's Office in Deed Book 740 at Page 540, to secure Robert J. Snyder, a certain indebtedness described therein; and said 15.3000 acre parcel is further subject to a Credit Line Deed of Trust dated 2 March 1990, of record in the aforesaid Clerk's Office in Deed Book 740 at Page 548, to secure Dominion Bank of Shenandoah Valley, National Association, a certain indebtedness described therein; and

WHEREAS, the Declarant desires to provide an easement of right-of-way, sixty feet (60') in width, across both the 39.6054 acre parcel and the 15.3000 acre parcel for the purposes of ingress to and egress from The Village at Sherando to Virginia Route 277, more particularly shown on the attached plat as the Golladay Road; and

WHEREAS, said real estate, as shown on the aforesaid attached plat has been subdivided into lots for the construction of townhouses thereon, and the attached 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 common open space, parking areas, slope and drainage easements, and utility easements, all of which shall constitute a portion of that development known as THE VILLAGE AT SHERANDO, and which common open space, roadways except for the Golladay Road, parking areas, and recreational areas shall be owned and maintained by The Village at Sherando Homeowners Association, Inc. upon the terms and conditions set forth hereinafter; and

WHEREAS, the Declarant now desires to subdivide the same into Lots to be known as THE VILLAGE AT SHERANDO. The subdivision of said real estate and the easement of right-of-way from this subdivision to Virginia Route 277, as it now appears on the aforesaid attached plat, is with the free consent and in accordance with the desires of the undersigned Declarant, Trustees, and Beneficiary, and the parties hereto further desire to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication.

NOW, THEREFORE, THIS DEED OF DEDICATION WITNESSETH:

That for and in consideration of the premises and the benefits which will accrue by reason of this Dedication, the Declarant does hereby subdivide, grant, and dedicate in fee simple all of that certain tract or parcel of land designated as THE VILLAGE AT SHERANDO, along with that certain right-of-way, sixty feet (60') in width, to be known as Golladay Road, from said subdivision to Virginia Route #277, lying and being situate in the Opequon Magisterial District, Frederick County, Virginia, and being more particularly described by the aforesaid plat of Douglas C. Legge, C.L.S., dated 31 October 1990, attached hereto and made a part hereof and by this reference incorporated herein as if set out in full, and which plat is drawn in conformity with the Final Master Development Plan for The Village at Sherando on file in the Office of the Frederick County, Virginia, Department of Planning and Development. This is the same real estate conveyed to the Declarant by Deed dated 2 March 1990, from Robert J. Snyder, by M. Elizabeth Sargent, his Attorney-in-Fact, and of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 740 at Page 515; and the same real estate conveyed to the Declarant by Deed dated 7 November 1990, from James L. Longerbeam and Richard E. McClellan, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 752 at Page 1792.

The Declarant hereby declares that all of the properties described above and shown on the plat attached hereto 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Village at Sherando Homeowners Association, Inc., a Non Stock Virginia Corporation, its successors and assigns.

Section 2. "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 Village at Sherando, as shown on

the attached plat, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 4. "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 Area to be owned by the Association at the time of the conveyance of the first lot is hereinabove described as common open space, roadways, and parking areas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any of the Lots designated upon the plat of The Village at Sherando, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to J. E. J. P. Corporation, a Virginia Corporation, its 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

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. One membership 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.

ARTICLE IV

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of three (3) directors, who must be members of the Association. The initial Board of Directors shall be appointed by the Association and serve until the first annual meeting following conveyance of the 94th Lot in the Properties; thereafter, the Board of Directors shall be elected by the Membership as determined in the By-Laws of the Association.

ARTICLE V

PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment: Every Member shall have a right and easement of enjoyment in and to the Common Area, specifically including but not limited to the rights of ingress and egress across the aforesaid Common Area 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 Area and in aid thereof to mortgage said property and the rights of such mortgagee in said Properties shall be subordinate to the rights of the Lotowners hereunder.
- (b) The rights of the Association to suspend the voting rights and the right to the use of the Common Area 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 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 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.

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

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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 or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fee was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot, payable annually, for the cost of maintenance and improvements for the Common Area owned by the Association.

(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 10% 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 10% 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 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, 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 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall

be sent to all members not less than thirty (30) days nor more than sixty (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 sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessment 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 assessments 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 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 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate

of twelve percent (12%) 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, 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 Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein; (a) the "Common Area"; (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 11. Failure to Maintain Common Areas. In the event that the Association, or its successors, shall fail to maintain the "Common Area" in reasonable order and condition, the County of Frederick may take such action as authorized by the Frederick County Zoning Ordinance. The Frederick County Zoning Ordinance is by this reference made a part hereof as if set out in full.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, 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 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.

ARTICLE VIII

USE, RESTRICTIONS, AND COVENANTS

This subdivision shall be subject to the following restrictions which are constituted covenants real to run with the land:

1. All lots shall be used for single family residential purposes only. No garage nor carport shall be permitted on any Lot. No townhouse may be modified to provide for a garage therein after such townhouse has been erected.
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 said townhouse subdivision.

3. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" 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. No "For Rent" signs shall be allowed on any Lot.
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 trucks, 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. 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.
6. No vehicles shall be parked in an area other than the Parking Area designated on the attached plat.
7. 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 they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers; and further provided that no dogs shall be permitted to run at large without restraint in said Subdivision. No dog may be tied and left unattended outdoors.
8. No fence or hedge shall be constructed or erected on any Lot in said Subdivision, except that fences shall be permitted in the rear of each Lot; no rear fence shall be constructed unless the plan of construction, including quality of workmanship, design, colors and materials, shall have been approved in writing by The Village at Sherando Homeowners Association, Inc. as being in harmony with the whole subdivision, especially the adjoining townhouse unit.
9. 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.
10. 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.

11. Each owner shall keep all Lots owned by him and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the seeding, watering, and mowing of all lawns, 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.

In the event an owner of any Lot in The Village at Sherando shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, The Village at Sherando Homeowners Association, Inc., after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

12. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of 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 negligent or willful acts or omissions.

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

The right of any Owner to contribution from any such Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

13. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear. No refuse or any container for same shall be placed or stored in front of any townhouse, except on the date of garbage pickup.
14. No trees shall be planted nor other digging undertaken without first securing the approval of the local utility companies and without first being advised as to the location of all underground natural gas lines and electrical, telephone, television cable, and other wires.
15. No exterior clothes line or hanging device shall be permitted on any lot.
16. The color of the paint on the exterior of every building on each Lot shall be the same as the original color.
17. No building, structure, addition nor exterior alteration (including basketball backboards, rims, and nets) 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 Village at Sherando Homeowners Association, Inc. as being in harmony with the whole subdivision, especially the adjoining townhouse unit.
18. 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.

19. No Lot upon which a townhouse has been constructed shall be further subdivided or separated into smaller lots by any Owner and no portion less than all of such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.
20. The Declarant herein reserves and shall have the right to waive any one or more of the restrictive covenants and conditions contained herein as to any Lot transferred by them except that they 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 them at the time of the imposition and such imposition shall not affect the binding effect of these provisions upon any other Lots.

ARTICLE IX

EASEMENTS

Section 1. Utility Easements. The property dedicated hereby is subject to those certain easements designated Utility Easements which are thirty feet (30') in width along the front of the subject property and also subject to those certain easements designated Utility Easements which are located elsewhere on the Property, both as shown on the aforesaid attached plat. The Declarant does hereby grant and convey unto Frederick County Sanitation Authority 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 aforesaid plat as Utility Easement.

Section 2. Surface Drainage Easement. The property dedicated hereby is subject to those certain easements or rights of way designated Slope and Drainage Easements on the aforesaid Final Master Development Plan of The Village at Sherando, for the purpose of a surface water drainage easement. No structures of any kind which substantially impede or obstruct the flow or ponding of surface drainage water may be placed within said

surface water drainage easements designated on the aforesaid plat. Said surface water drainage easements may not be altered or modified without the prior consent of the County of Frederick, Virginia, and the Declarant does hereby grant and convey unto the County of Frederick a perpetual right of way or easement over the aforesaid designated drainage easements and ponds for the purpose of so providing surface drainage. Declarant does further agree that the County of Frederick shall be under no obligation to maintain said surface drainage easements, provided, however, that in the event The Village at Sherando Homeowners Association, Inc. fails to maintain said surface drainage easements, then, and in that event, the County of Frederick shall have the right to maintain the same and charge the Association pursuant to the provisions of Article IV, Section 11, hereinabove.

Declarant, for a period of five (5) years from the date of conveyance of the first Lot in The Village at Sherando, reserves a blanket easement and right on, over, and under the ground within that 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.

Section 3. Reservations. 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 now located and along the strip thirty feet (30') along the front of each Lot designated "Utility Easement" and over the "Common Area", as needed, provided that such easement shall not interfere with the use and enjoyment of the "Common Area."

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any

proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter 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 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with 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 twenty (20) 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 twenty (20) 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. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

ARTICLE XI

CONSENT / ACCEPTANCE

The Dedication and Subdivision of the land as shown on the attached plat is with the free consent and in accordance with the desire of the undersigned Declarant, Trustee, and Beneficiary of the land being subdivided, 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 the County of Frederick,

Virginia.

The County of Frederick, Virginia, by the signature of its agents on the attached plat, do accept the dedications to public domain of the land and easements herein described as such.

The designated "Common Area" is not dedicated hereby for use by the general public but is dedicated to the common use and enjoyment of the homeowners in The Village at Sherando as provided hereinabove.

WITNESS the following signatures and seals:

J. E. J. P. CORPORATION
A Virginia Corporation

By: *James L. Longerbeam*
James L. Longerbeam, Vice President

Thomas A. Louthan
Thomas A. Louthan, Sole Acting Trustee

DOMINION BANK, NATIONAL ASSOCIATION

B. Scott Arthur Vice President
B. Scott Arthur, Vice President

Jesse J. Richardson, Jr.
Jesse J. Richardson, Jr., Sole Acting Trustee for Beneficiary Robert J. Snyder

STATE OF VIRGINIA

CITY/COUNTY OF Winchester, To-wit:

I, Brenda L. Cates, a Notary Public in and for the State aforesaid, do hereby certify that James L. Longerbeam, who is the Vice President of J. E. J. P. Corporation, and whose name is signed to the foregoing Deed of Dedication, dated the 15th day of July, 1991, has personally appeared before me and acknowledged the same in my State aforesaid.

Given under my hand the 15th day of July, 1991.

My Commission expires: May 24, 1993.



Brenda L. Cates
Notary Public

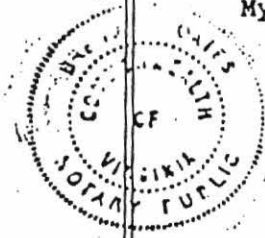
STATE OF VIRGINIA

CITY/COUNTY OF Winchester, To-wit:

I, Brenda L. Cates, a Notary Public in and for the State aforesaid, do hereby certify that Thomas A. Louthan, whose name is signed to the foregoing Deed of Dedication, dated the 15th day of July, 1991, has personally appeared before me and acknowledged the same in my State aforesaid.

Given under my hand the 15th day of July, 1991.

My Commission expires: May 24, 1993.



Brenda L. Cates
Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF Winchester, To-wit:

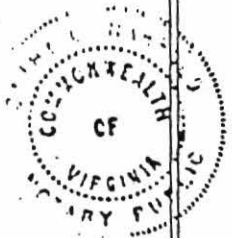
I, Cathy H. Dellinger, a Notary Public in and for the State aforesaid, do hereby certify, that B. Scott Arthur, who is Vice President of Dominion Bank, National Association, and whose name is signed to the foregoing Deed of Dedication, dated the 15th day of July, 1991, has personally appeared before me and acknowledged the same in my State aforesaid.

Given under my hand the 22nd day of July, 1991.

My Commission expires: March 31, 1993.

Cathy H. Dellinger
Notary Public

I was commissioned Cathy L. Harrold



STATE OF VIRGINIA - At Large

CITY/COUNTY OF Winchester, To-wit:

I, Sharon N. Ritter, a Notary Public in and for the State aforesaid, do hereby certify that Jesse J. Richardson, Jr. Esquire, whose name is signed to the foregoing Deed of Dedication, dated the 15th day of July, 1991, has personally appeared before me and acknowledged the same in my State aforesaid.

Given under my hand the 19th day of July, 1991.

My Commission expires: August 31, 1994.

Sharon N. Ritter
Notary Public

