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THIS DEED OF DEDICATION, made and dated this 30TH day of JANUARY, 2004, by and between Oakcrest Properties, LLC, a Virginia limited liability company, party of the first part, hereinafter called the Declarant; and Frederick County, Virginia, party of the second part.

WHEREAS, the Declarant is the owner in fee simple of the real estate shown on that certain final plat drawn by David F. Spriggs dated August 18, 2003, entitled "**Windstone Section 2**", which final plats are attached hereto and incorporated herein by reference as if set out in full. This is the same property conveyed to the Declarant by that certain deed from Jasbo, Inc. and Fred L. Glaize, III, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, as instrument No. 020015789.

WHEREAS, said real estate, as shown on the aforesaid attached final plats, has been subdivided into lots for the construction of townhouses thereon, and the hereinabove-referenced final plats show accurately the metes and bounds of the subdivided land, together with the dimensions of each lot thereof and also shows certain surrounding lands in said subdivision to be used as open space, parking areas, sanitary sewer and water easements, utility, and ingress-egress easements, all of which shall constitute a portion of that development known as Windstone Section 2 and which common areas shall be owned and/or maintained by the Windstone Homeowners Association upon the terms and conditions set forth hereinafter; and

WHEREAS, the Declarant now desires to subdivide the same into lots to be known as Windstone Section 2, the subdivision of said real estate is with the free consent and in accordance with the desires of the undersigned Declarant, which further desires to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication.

NOW, THEREFORE, THIS DEED OF DEDICATION, WITNESSETH:

That for and in consideration of the premises and the benefits which will accrue by reason of this Dedication, the Declarant does hereby subdivide all of that certain tract or parcel of land designated as Windstone Section 2, lying and being situate in Red Bud Magisterial District, in the County of Frederick, Virginia and being more particularly described by that certain Final Plat of Windstone, Section 2 drawn by David F. Spriggs, dated August 18, 2003, containing lots 91 through 199, inclusive, attached hereto and incorporated herein by reference as if set out in full.

All of the lots shown on the plat attached hereto shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the land, and shall be binding upon all parties having any right, title and interest in

and to the aforesaid lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

0523

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Windstone Homeowners Association, Inc., a nonstock Virginia Corporation, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to that certain real property described as common open space, the streets and parking areas in Windstone Section 2, and such additions thereto as may hereafter be brought within the jurisdiction of the Company.

Section 3. "Lot" shall mean and refer to any of the Lots (lots 91 through 199, inclusive, designated upon the final plats of Windstone Section 2), with the exception of the open space and parking areas, defined as "Common Areas" hereinabove.

Section 4. "Member" Shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Windstone Section 2 as shown on the hereinabove-referenced final plats, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Oakcrest Properties, L.L.C., a Virginia Limited Liability Company, its successors and assigns.

ARTICLE II
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Only one membership shall be accorded per lot. *Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the association.* Ownership of such lot shall be the sole qualification for membership.

ARTICLE III
VOTING RIGHTS

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

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of not less than three (3), but no more than nine (9) directors, who must be members of the association. The initial board of directors shall be appointed by the declarant herein and serve until the first annual meeting following conveyance of the first lot in Windstone Section 2 to a grantee other than Oakcrest Properties LLC; thereafter, the Board of Directors shall be elected by the Membership as determined in the Bylaws of the Association.

TREASURER

The board of directors shall decide whether or not the Treasurer of the association shall be bonded with surety; and if so, the expense of such a fidelity bond for the treasurer to be borne by the Association.

ARTICLE IV

PROPERTY RIGHTS IN COMMON PROPERTIES

Section I. Members' Easements of Enjoyment: Every Member shall have a right and easement of enjoyment in and to the "Common Areas," specifically including but not limited to the rights of ingress and egress across the aforesaid "Common Areas" and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The rights of the association, in accordance with its Articles and bylaws, to borrow money for the purpose of improving the aforesaid "Common Areas". The association is further empowered, with the consent of at least two-thirds (2/3) of the members, to mortgage the area in said Subdivision designated as "Common Areas" to secure any such borrowed funds, but such mortgage shall be subordinate to the rights of the Homeowners hereunder. In computing the required vote of the members in connection with any such mortgage of the "Common Areas", the lots owned shall be given notice of any such proposed mortgage of said "Common Areas" as set forth in Paragraph (c), infra.

(b) The rights of the Association to suspend the voting rights and the right to the use of the "Common Areas" by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed thirty (30) days for any Infraction of its published rules and regulations.

(c) The rights of the Association to dedicate or transfer all or part of the "Common Areas" to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

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

Section 3. Title to the "Common Areas": The Declarant, or such other entity as is invested with title at the time of conveyance, hereby covenants that fee simple title to the common open space and parking areas (referred to hereinabove as "Common Areas") will be conveyed to the Association free and clear of all liens and encumbrances prior to the conveyance of the first lot in Windstone Section 2 to a grantee other than Oakcrest Properties, LLC..

ARTICLE V
COVENANTS FOR MAINTENANCE
ASSESSMENT FOR THE ASSOCIATION

Section 1. Assessments: The Declarant, for each lot owned, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay the association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected for time to time as hereinafter provided. The annual assessments 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 fee, shall also be the personal obligation of the person who was the Owner of such property at the time of the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien upon said lot as set forth hereinabove.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the following purposes, to-wit improvements and maintenance of the "Common Areas", specifically including, but not limited to, payment of real estate taxes, repairs, removal of snow from association-owned and maintained parking areas and streets within said subdivision, maintenance and repair of any drainage and detention facilities, maintenance of street lights and payment of all utility charges therefore, maintenance and repair of utility and drainage easements, maintenance, and services and facilities devoted to the aforesaid purposes and expenses related to the use of and enjoyment of the "Common Areas"; and further, for the purpose of promoting the recreation, health, safety and welfare of the residents in the "Common Areas" of Windstone Section 2.

Section 3. Basis and Maximum Annual Assessments: Until January 1 of the year immediately following the conveyance of the first lot to an owner the maximum annual

assessment shall be \$400.00 per lot for all lots 91—199, inclusive.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment per lot may be increased above that set forth hereinabove by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of 51% of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the association is authorized to participate under its Articles of Incorporation. The maximum annual assessment hereunder shall be subject to the limitations set fourth in paragraph (c) infra.

(b) After consideration of current maintenance costs and future needs of the association, the board of directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the "Common Areas", specifically including but limited to maintenance, repair and improvement of any association-owned parking areas and streets within said subdivision, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purposes of the meeting.

Section 5. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast 67% of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be 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 6. Date of Commencement of Annual Assessments - Due Date: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to a grantee other than Oakcrest Properties, LLC. 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 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association:

Any assessments which are not paid when due shall be delinquent if the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or file a Notice of Lien among the land records and foreclose said lien against property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the "Common Areas" or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages: The lien of the assessments provided herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfers shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 9. Lot Transfer Fee: Every lot or parcel of property subject to this Deed of Dedication is subject to a Lot Transfer Fee. Upon the sale of any lot in Windstone Section 2, the purchaser of such lot shall pay to the Homeowners Association a transfer fee of \$100. Such fee shall be paid to the Association at the closing or settlement of the property. A notice of this requirement shall be contained in every deed conveying the subject lots.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein; (a) Any property owned by the Association; (b) All properties dedicated to and accepted by a local public authority; (c) Any and all lots owned by Declarant, its successors or assigns for which a final Certificate of Occupancy has not been issued by the County of Frederick, Virginia or such other agency having jurisdiction thereof; and (d) All properties owned by a charitable or non-profit 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 Areas" in reasonable order and condition, the County of Frederick may take such action as authorized by the County of Frederick Zoning Ordinance. The County of Frederick Zoning Ordinance and any and all amendments thereto is by this reference made a part hereof as if set out in full.

Section 12. Dissolution of the Association: 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 Windstone. 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 VI

RESTRICTIVE COVENANTS

The lots in Windstone (lots 91 through 199, inclusive) 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 townhouse may be modified to provide for a garage thereto after such townhouse has been erected.
2. No more than two (2) unrelated adults may reside in the home at any time, whether they are owners of the said lot or tenants.
3. No profession or home occupation shall be conducted In or on any part of a lot; *provided, however, that Declarant, its successors and assigns reserves the right to use one or more of said lots or a portion of the "Common Areas" for business purposes in connection with the development, sales and operation of said townhouse Subdivision.*
4. No signs or advertising of any nature shall be erected or maintained on any lot except "For Sale" signs for said lot which signs shall not exceed five (5) square feet in area, or signs used by the Declarant to advertise the property during construction and sale. No "For Rent" signs shall be allowed 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 ¾ 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 lots constructed by Declarant in Windstone Section 2. No motorized vehicles of any kind shall be permitted upon any areas within said Subdivision except for the streets and parking areas constructed by Declarant. No right of vehicular access shall exist across any lot in said Subdivision except for those areas upon which streets or parking areas have been constructed by Declarant.
7. No animals of any kind (including livestock and poultry) 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. Further, no doghouses or other structures housing any animal shall be allowed on any lot whatsoever unless the lot is improved by a privacy fence.
8. There shall be no fencing or hedges in the front of any of the townhouse units and all fencing to the rear of the townhouse units shall be attached to the Individual unit, and be one inch by six inch pressure-treated lumber on both sides of board-on-board fence not higher than six feet, provided further, that there must be a gate at rear to access the back yard. Any fences that are stained must use clear stain and no painting is allowed. No fence shall be constructed until the Board of Directors of the Association shall have approved the same.
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 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 Windstone Section 2, shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to the Owner as provided in the Bylaws and approval by two thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said lot to correct drainage and to repair, maintain and restore the lot and the exterior of the building erected thereon. All cost related to such correction, repair or restoration shall become a special assessment upon such lot.
12. 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 owners under any rule of law regarding liability for negligence or for willful acts or omissions.
13. 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 appurtenant to the land and shall pass to such Owner's successor in title.
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers. All incubators or other equipment for 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.
15. 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.

16. No baby carriages, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain outside of any townhome except in the enclosed rear area. The Association shall specifically have authority to impound all such articles that remain outside in violation of this provision and to make a charge for the safekeeping and return thereof.
17. No exterior clothesline, 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 the unit. No clothes, or other washing, shall be dried outside except during the hours from 7:00 a.m. to 7:00 p.m.
18. The color of the paint on the exterior of every building on each lot shall be the same as the original color unless approved in writing by the Windstone Homeowners Association.
19. No building, structure, addition or exterior alteration (including basketball backboards and storage buildings/sheds) 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 Windstone Homeowners Association as being in harmony with the whole Subdivision, especially the adjoining townhouse unit.
20. 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.
21. 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.
22. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additionally successive ten (10) year periods unless the Owners of a majority of lots in Windstone Section 2, shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and

restrictions.

23. The invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in nowise 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.

The Declarant reserves the right for itself and its successors in interest to waive any one or all of the restrictive covenants, conditions, reservations, and restrictions as into the sale or transfer of any future lot or lots except that it cannot change the provisions concerning open space easements without the permission of Frederick County and except that it cannot change the development from residential to commercial. This waiver shall not affect the binding effect of the covenants, restrictions and conditions upon any other lots. The Declarant does further reserve the right for itself and its successors in interest to impose additional restrictive covenants, conditions, reservation, and restrictions as to the sale and transfer of any future lot or lots and such imposition shall not affect the binding effect of these provisions upon any other lots.

ARTICLE VII EASEMENTS

Section 1. Public Utility and Drainage Easements: The property dedicated hereby is subject to those certain easements or rights of way designated as Drainage Easements, Gas Easements and Utility Easements on the aforesaid plat of Windstone Section 2. The Declarant does hereby grant and convey unto the County of Frederick, Virginia, or other agency having jurisdiction thereof, a perpetual right of way or easement for the maintenance facility designated on the aforesaid plat as Water Easements. Sanitary Sewer Easements, Gas Easements and Utility Easements.

Section 2. Reservations:

(a) The Declarant reserves unto itself, its successors or assigns, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water and television lines and related equipment, and other utility equipment where such utility lines and equipment are located within the easements set forth on the final plats of Windstone Section 2, and other "Common Areas," as needed, provided that such easements shall not interfere with the use and enjoyment of the "Common Areas."

(b) The Declarant further reserves unto itself, its successors or assigns, for a period of five (5) years from the date of conveyance of the first lot in Windstone Section 2, a blanket easement and right on, over and under the ground within said Subdivision to maintain and correct drainage of surface water in order to maintain reasonable

standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. Reservation by Declarant of such blanket easement and rights contained herein shall not, in any way, obligate Declarant to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or responsibility upon Declarant therefore.

ARTICLE VIII

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 hereafter, imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs which the Association, its successors or assigns, or any Owner shall incur in the successful enforcement of the restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, shall be borne by the party against which action is taken and which costs shall include reasonable attorneys fees, costs, and damages.

Section 2. Amendment The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date of this Declaration after which time, said covenants shall be automatically extended for successive periods of ten (10) years, as described under ARTICLE VI, Restriction No. 21, supra. The covenants and restrictions of this Declaration may be amended as set forth in said restriction. Any amendment must be properly recorded.

Section 3. Dissolution: Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit organization, for similar purposes.

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 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, or other agency

having jurisdiction thereof.

The designated "Common Areas" are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Windstone Sections 2, as provided hereinabove.

WITNESS the following signature and seal:

0535



 JAMES T. VICKERS, Managing Member
 Oakcrest Properties, LLC

STATE OF VIRGINIA
 CITY OF WINCHESTER, to-wit:

Acknowledged before me this 30 day of January, 2004, by James
 T. Vickers, who is managing member of Oakcrest Properties, LLC, on behalf of the
 company.

My commission expires: 12-31-05



 NOTARY PUBLIC