

**AMENDMENT
to the
DEEDS OF DEDICATION
of
WOODBROOK VILLAGE
SECTIONS 1 and 2**

THIS AMENDED DEED OF DEDICATION, made and dated this
10th day of OCTOBER, 2006, by the **WOODBROOK
VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Virginia
corporation, herein Grantor and Grantee for indexing purposes.

WHEREAS, Valley Development Group, Inc., recorded a certain Deed
of Dedication of Woodbrook Village, Section 1, dated May 18, 1998, in the
Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument
No. 980005183; and,

WHEREAS, said Deed of Dedication provided in Article VIII, Section
3, that the covenants and restrictions contained therein could be amended
during the 30-year period following recordation of the original Dedication by
an instrument signed by not less than ninety percent (90%) of the lot owners;
and,

WHEREAS, Valley Development Group, Inc., recored a certain Deed of
Dedication of Woodbrook Village, Section 2, dated June 4, 1999,

in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 990006632; which Deed of Dedication incorporated the provisions of the said Deed of Dedication of Section 1; and,

WHEREAS, the Grantor herein, having obtained the signatures of 74 of the 81 property owners in Woodbrook Village, Sections 1 and 2 (being not less than 90% of all owners) on affidavit instruments expressing the desire of said owners to amend said Deeds of Dedication pursuant to the provisions contained in said Section 3, "Amendment."

NOW THEREFORE, THIS AMENDMENT, WITNESSETH:

The Woodbrook Village Deed of Dedication with all of the Amendments approved by not less than 90% of Woodbrook Village property owners is attached in its entirety.

WITNESS THE FOLLOWING SIGNATURE on behalf of the Woodbrook Village Homeowners Association, Inc.:

Charles A. Cash
PRESIDENT

STATE OF VIRGINIA
CITY/COUNTY of Frederick, to wit:

Acknowledged before me this 10th day of October,
2006, by Charles A. Cash, who is President of
the Woodbrook Village Homeowners Association, Inc., on behalf of the
corporation.

My commission expires: 8.31-07

Rebecca P. Hogan
NOTARY PUBLIC

WOODBROOK VILLAGE
DEED OF DEDICATION

This DEED OF DEDICATION made and dated this 4th day of October in the Year 2005 by The WOODBROOK VILLAGE HOME OWNERS ASSOCIATION, INC., a Virginia Corporation, supersedes all previous DEEDS AND DECLARATIONS and proclaims that and in consideration of the benefits which will accrue by reason of this Dedication, the WOODBROOK VILLAGE HOME OWNERS ASSOCIATION, INC. does hereby designate that all of a certain tract or parcel of land designated as WOODBROOK VILLAGE, lying and being situated in Frederick County, Virginia, and being more particularly described by that certain Final Plat of Woodbrook Village, Sections 1 and 2 drawn by P. Duane Brown, L.S. containing Lots 1 through 81 inclusive for which the Final Plat is attached hereto and incorporated herein by reference as set out in full.

Whereas, said real estate, as shown on the aforesaid attached Final Plat, shows accurately the metes and bounds of the land, together with the dimensions of each Lot thereof and also shows certain surrounding lands to be used as open space, street, utility easements, all of which shall constitute a portion of the development known as WOODBROOK VILLAGE, SECTIONS 1 and 2 and which common areas shall be owned/maintained by the WOODBROOK VILLAGE HOME OWNERS ASSOCIATION, INC. upon the terms and conditions set forth hereinafter.

All of the Lots shown on the Plat attached hereto shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Woodbrook Village Home Owners Association, Inc., a non-stock Virginia Corporation, its successor and assigns.

Section 2. "Common Areas" shall mean and refer to that certain real property described as common open space, Community Center, private roads, driveways, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any of the Lots designated upon the Final Plat of Woodbrook Village, or any future final plats recorded with regard to future sections of Woodbrook Subdivision, with the exception of the Common Areas as defined herein

above.

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

Section 5. "Member in Good Standing" shall refer to members whose dues are current and who are in compliance with the rules, restrictions and covenants of the Association.

Section 6. "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 Woodbrook Village Subdivision, as shown on the hereinafter referenced Final Plats and excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Capital Components" shall mean those items, whether or not a part of the common area, for which the association has the obligation for repair, replacement or restoration and for which the board of directors determines funding is necessary.

Section 8. Quorum: The By-Laws or Deed of Dedication may provide the number, or percentage of members, entitled to vote represented in person or by proxy, or the number or percentage of votes represented in person or by proxy, which shall constitute a quorum at a meeting of members. Once a member is present at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

[a] Less than a quorum may adjourn a meeting.

ARTICLE II

MEMBERSHIP

Section 1. 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, 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.

Section 2. Vested Rights. No members shall have vested rights of any type whatsoever to the assets or affairs of the Association that are transferable in any way except as an incident to the transfer of title to such member's Lot, as expressed in the Deed of Dedication.

ARTICLE III

MEETINGS

Section 1. The Association shall give members written notice of the date, time and place of all membership and special membership meetings. Such notice shall be given, either personally or by written notice, no less than ten (10) days nor more than thirty (30) days before the date of the meeting. Notice of a special membership meeting shall state the purpose or purposes for which the meeting is called. The only business within the purpose or purposes described in the meeting notice may be conducted at a special membership meeting.

Section 2. A special membership meeting of the Association may be called by no less than six (6) members, who are in good standing, by petition to the Board of Directors. The purpose or purposes of such special meeting shall be stated in the aforesaid petition. The Board of Directors shall convene such meeting within thirty (30) days of the filing of said petition. The only business within the purpose or purposes described in the meeting petition and notice may be conducted at a special membership meeting. Notice for such meeting shall be consistent with Article III, Section 1.

ARTICLE IV

VOTING RIGHTS

Each Lot shall have one (1) vote to be exercised as the Members holding the interest required for membership in Article II shall among themselves determine. When more than one person holds such interest in any Lot, all such persons shall be Members. However, in no event shall there be more than one vote cast with respect to any Lot.

Section 1. Proxies. A member entitled to vote may vote in person or by proxy. A member may authorize another person or persons to act for him as proxy. An appointment of a proxy becomes effective when received by the Secretary or other officer or agent authorized to tabulate votes. An appointment is valid for eleven months, unless a shorter period is expressly provided in the appointment form.

Section 2. All proxy appointments shall be on a form designated as official by the Board of Directors. Proxy forms DO NOT need to be witnessed.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than four (4), but no more than nine (9) Directors, who must be members in good standing of the Association. The Board shall be elected and serve as determined in the By-Laws of the Association.

Section 1. The Board of Directors shall hold a monthly meeting at a time and place as designated in the By-Laws. The President may call additional meetings whenever he or she deems necessary. A majority of members shall constitute a quorum for a Board of Directors meeting.

ARTICLE VI

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 Areas, specifically including but not limited to the rights of ingress and egress across the aforesaid Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

[a] The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the aforesaid Commons Areas. The Association is further empowered, with the consent of at least two-thirds (2/3) of the members, to mortgage the area in said subdivision designated as Common Areas to secure any such borrowed funds, but such mortgage shall be subordinate to the rights of the Members hereunder. All members shall be given notice of any such proposed mortgage of said Common Areas as set forth in Paragraph c.

[b] The rights of the Association to suspend the voting rights and the right to the use of Commons Areas by a Member for any period during which any assessment against said Lot remain unpaid.

[c] The rights of the Association to dedicate or transfer all or part of the Common Areas to any private, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members at a special meeting of the Association. No such dedication or transfer shall be effective unless an instrument approved by at least two-thirds (2/3) of the Member's votes have been recorded agreeing to such dedication or transfer. Written notice of the proposed action and special meeting shall be sent to every Member not less than Thirty (30) days nor more than Sixty (60) days in advance of the intended

conveyance or dedication.

Section 2. Delegation of Use: Any Member may delegate, in accordance with the By-Laws, his or her right to enjoyment to the Common Areas to members of his or her family, or his or her tenant who reside on the property . The designated Common Areas are not dedicated for the use by the general public but are dedicated to the common use and enjoyment of the Owners of Woodbrook Village.

ARTICLE VII

**COVENANTS FOR MAINTENANCE
ASSESSMENTS FOR THE ASSOCIATION**

Section 1. Assessments: 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 to the Association: (1) Annual assessments or charges and (2) special assessments, such assessments to be fixed, established and collected, from time to time, as hereinafter provided.

Section 2. Purpose of Assessments: The Assessments levied by the Association shall be used for the following purposes: Improvement, maintenance of the Common Areas, specifically including, but not limited to, payment of real estate taxes, repairs, removal of snow from Association-owned and maintained driveways and streets, maintenance and repair of drainage and detention facilities, payment of all utility charges, maintenance and repair of utility easements, maintenance and improvement of the Association-owned community center, maintenance of shrubbery and lawns, administrative costs, cash reserve account for normal operating expenses, payment of all premiums for liability insurance upon the Commons Areas and Officers of the Association, creation and maintenance of a Capital Reserve Account to be used for the maintenance and improvement of assets of the Association, and for the purpose of promoting the recreation, health, safety and welfare of the residents of Woodbrook Village.

Section 3. Regular Assessments: Each Lot owner in the subdivision of Woodbrook Village shall pay an annual assessment, which shall be due and payable at a date set by the Board of Directors from time to time.

[a] Change in Annual Assessment: The amount of the annual assessment may be increased or decreased by an affirmative vote of two-thirds (2/3) of persons voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

[b] Quorum for Action: The presence at the meeting to change the annual assessment shall consist of sixty-seven (67%) percent of the total number of Lot

owners in good standing entitled to cast votes.

[c] The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the annual assessment period. Written notice shall be sent to each Owner.

Section 4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, maintenance or replacement of capital component items, or improvement upon the Common Areas, specifically including but not limited to the maintenance, repair and improvement of any Association-owned driveways, streets or community center. A Special Assessment may be authorized by the Association for replacement of funds in the Cash Reserve Fund or the Capital Reserve Fund.

[a] Enactment of Special Assessment: A special assessment may be enacted by the Association by an affirmative vote of two-thirds (2/3) of persons voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days prior to the meeting containing the purpose of said special assessment.

[b] Quorum for Action for a special assessment shall consist of Sixty Seven (67%) percent of the total number of Lot Owners entitled to vote.

[c] The Board of Directors shall fix the amount of the Special Assessment against each Lot at least thirty (30) days in advance of the special assessment period. Written notice shall be sent to each Owner.

Section 5. Certificate of Compliance: The Association shall, upon demand, furnish within fourteen (14) days 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 6. Effect of Non-Payment of Assessments: 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 a minimum rate of twelve (12%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or file a Notice of Lien among the land records and foreclose said lien against the property, and interest costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the "Common Areas" or abandonment of his or her Lot.

Section 7. Subordination of the Lien of Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, upon the sale or transfer of any Lot pursuant to a foreclosure thereof, the lien of such assessments as to payments thereof, which become due prior to such sale or transfer, shall be subordinated to the lien of said deed of trust in foreclosure. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from all assessments created herein:

- [a] Any property owned by the Association.
- [b] All properties dedicated to and accepted by a local public authority and,
- [c] All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia.

Section 9. Failure to Maintain Common Areas. In the event that the Association, or its successors, shall fail to maintain the Common Areas in a reasonable and good order Frederick County, Virginia may take such action as authorized by the Frederick County Zoning Ordinances and any and all amendments thereto, which are by this reference made a part thereof as if set out in full.

ARTICLE VIII

USE, RESTRICTIONS AND COVENANTS

The Lots in Woodbrook Village shall be subject to the following restrictions, which are constituted covenants real to run with the land:

Section 1. WOODBROOK VILLAGE has been especially designed and equipped to meet the special needs of active senior adults. Furthermore, the organization, operation and maintenance of services in WOODBROOK VILLAGE have been structured and implemented to provide a safe and comfortable environment where senior adults can enjoy independence and security. To promote those goals and a community atmosphere, residency is restricted, to the extent allowed by law, to individuals at least fifty-five (55) years old and couples of which at least one person is at least fifty-five (55) years old.

Section 2. All lots shall be used for single-family residential purposes only. No detached garage or carport shall be permitted on any Lot. No profession or home occupation shall

be conducted in or on any part of a Lot.

[a] Notwithstanding Section 2. above, waivers granted by the former Declarant, Oakcrest Builders, to any Lot Owner relating to a profession or home occupation prior to January 1, 2000 shall remain in effect, but shall not convey upon transfer of title or ownership.

[b] Structural changes to any Lot or Common Areas granted by the former Declarant, Oakcrest Builders, shall convey upon the transfer of title or sale of said Lot.

[c] No dwelling shall be occupied by a number of persons, adult or minor, that exceeds a number deemed prudent and acceptable by standard occupancy guidelines. The Board of Directors shall determine what is proper and acceptable and can take action accordingly.

Section 3. No signs or advertising of any nature shall be erected or maintained on any Lot or Common Areas except "For Sale" signs for said Lot. Signs shall not exceed five (5) square feet in area. "For Sale" signs may be placed on the Common Area directly in front of said Lot. No "For Rent" signs shall be allowed or displayed on any Lot or Common Area.

Section 4. No boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, pickup trucks or vans in excess of $\frac{3}{4}$ ton weight rating, shall be permitted on any Lot or Common Areas, unless parked in an enclosed garage out of the public view. No motor vehicle or material portion thereof, which does not have a current valid state license shall be permitted on any Lot or parked upon Association dedicated streets.

Section 5. No Animals of any kind except dogs, cats, and usual household pets shall be permitted on any Lot. Said pets may not be kept for breeding, or maintained for commercial or charitable purposes, and in no case shall exceed three (3) in total number. All pets shall be leashed when outside.

Section 6. No noxious or offensive activities shall be carried on upon any Lot or Common Areas nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the other Lot Owner's of Woodbrook Village.

Section 7. No exterior clotheslines, or hanging device, shall be permitted on any Lot, except for an umbrella-type unit with a diameter not to exceed seven (7) feet; provided that the same may only be used in the rear of any house and the clothesline is stored within a garage or utility shed when not in use. In no case shall any clothesline remain outside overnight.

Section 8. No Lot or Common Areas shall be used or maintained as a dumping ground

for rubbish. No refuse or any container shall stored in front of any house. Trash, garbage or other waste, and recyclables shall be in secured, sanitary containers.

Section 9. No building, structure, addition, nor exterior alterations or improvements of any character shall be constructed upon the Commons Area or any Lot or dwelling located thereon, unless a construction plan, including quality of workmanship, design, colors and materials, shall have been approved in writing by the Board of Directors of the Association as being in harmony with the whole subdivision. Any utility building or other out building on any Lot shall be of the same material and construction as the main structure on such Lot. Proper application forms shall be made available by the Board of Directors.

Section 10. The color of the vinyl siding on the exterior of every building on each Lot shall be the same as the original color.

Section 11. The installation of, or erection of, any free standing permanent flag pole for the display of any flag or banner shall be prohibited. This shall not preclude the appropriate mounting of a removable flag pole upon any dwelling on any Lot, provided the flag does not exceed 3 feet by 5 feet in size.

Section 12. In the event a dwelling is destroyed, the Owner of the dwelling, within a reasonable time frame, shall clear away any debris and remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition. The owner of the property shall work with the Board of Directors to ensure that progress is made in a timely manner.

Section 13. In the event a dwelling unit is damaged, or has materially deteriorated, the Owner of the unit shall immediately repair the damage or deterioration.

Section 14. All Covenants and Restrictions herein shall be binding and remain in force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods, unless the Owners of a majority of the Lots in Woodbrook Village, shall at least six (6) months period to any such renewal date, execute and record an agreement amending said covenants and restrictions.

Section 15. No Lot shall be further subdivided or the boundary lines thereto adjusted or relocated by any Owner, however, this shall not prohibit deeds of correction, deed to resolve boundary disputes and similar corrective instruments.

Section 16. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of the Lot Owners or the Association 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.

Section 17. The Association herein reserves and shall have the right alone to waive any one or more of the restrictive covenants and conditions contained herein as to any Lot or Common Areas. This waiver shall not affect the binding effect of the covenants and restrictions upon any other Lot or Common Areas. The Association further reserves the right alone to impose additional restrictive covenants and restrictions as to any Lot or Common Areas and such imposition shall not affect the binding effect of these provisions upon any other Lots or Common Areas.

ARTICLE IX

LEASES

Section 1. The term "leases" as used herein, shall include any agreement for the leasing or rental of a Lot, or any portion thereof. Any Lot owner shall have the right to lease his or her Lot, or any portion thereof, under the following conditions:

[a] All leases shall be in writing and a copy of the lease delivered to the Board of Directors.

[b] All leases shall provide an addendum, signed by the lessee, that the terms of the lease and lessee's occupancy of leased premises shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, By-Laws and rules and regulations of the Association; and that failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be default under the lease.

[c] All leases shall be for a period of one (1) year, neither more, nor less.

ARTICLE X

ENFORCEMENT OF RULES & COVENANTS

Section 1. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter, imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to 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 and 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. The Board of Directors of the Association shall have the power to assess

charges against any member for any violations of the rules and regulations for which the member or his or her family members, tenants, guests or other invitees are responsible. Before any such charges may be assessed, the member shall be given the opportunity to be heard and to be represented by counsel before the Board of Directors. Notice of a hearing shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association at least fourteen (14) days prior to the hearing. The amount of any charges so assessed shall not exceed those amounts specified in the Code of Virginia, Property Owners Association Act (as amended) for any offense and shall be treated as an assessment against the members Lot. Failure to pay such charges shall be subject to lien, as well as other rights afforded a creditor under law.

ARTICLE XI

EASEMENTS

Section 1. Public Utility and Drainage Easements: The property dedicated hereby is subject to those certain easements or rights-of-way dedicated as Drainage Easements and Utility Easements on the aforesaid mention plat of Woodbrook Village. The Association does hereby grant and convey unto Frederick County, Virginia, or other agency having jurisdiction thereof, a perpetual right-of-way or easement for construction, reconstruction, maintenance and repair of the aforesaid easements and any related facility designated on the aforesaid plat as Utility Easements.

Section 2. Maintenance of the Drainage Easements: The maintenance of all drainage easements located within the subdivision shall be maintained by the Association and in the event that said Association does not maintain said areas, and keep the same in good repair, Frederick County, may come upon said property and make necessary repairs and perform whatever maintenance is necessary with the cost of the same to be borne by the Association and in the event that said Association does not pay for said repairs and/or maintenance when billed, then said charge shall become a lien upon the property belonging to the Association.

Section 3. Driveway Easements: Shall be subject to easements for ingress and egress from the Lots to the streets located in Woodbrook Village.

Section 4. Streets: Every member shall have the right of ingress and egress to their respective Lots over the streets as designated on the Final Plat(s) of Woodbrook Village.

ARTICLE XII

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

ARTICLE XIII

RESERVES FOR CAPITAL IMPROVEMENT

Section 1. The Board of Directors of the Association shall:

- [a] Conduct, at least every five years, a Capital Reserve study to determine the necessity and amount of reserves required to repair, replace or restore the capital component items;
- [b] Review the results of that study at least annually to determine if the reserves are sufficient, and,
- [c] Make any adjustments the Board of Directors deems necessary to maintain the Capital Reserves, as appropriate.

Section 2. To the extent that the Capital Reserve study, conducted in accordance with this section, indicates a need to make adjustments to maintain the Capital Reserves, the Board of Directors shall report the status of the Capital Reserve fund indicating:

- [a] The estimated remaining useful life of each capital component item, and,
- [b] The current estimated expenditures to repair, replace, or restore each item at the end of its useful life, and,
- [c] a summary by year of these estimated expenditures, and,
- [d] A projection around the long-range trends reflecting the longest life cycle of any capital component item.

Section 3. Each fiscal year the budget shall include a general statement to the Association showing:

- [a] The amount planned to be in the Capital Reserves fund at the beginning of the planned fiscal year,

[b] The summary and detail of budgeted expenditures from the Capital Reserve fund, in the planned fiscal year, and,

[c] The amount budgeted to be transferred to the Capital Reserve fund, in the planned fiscal year.

Section 4. A general statement describing the procedures used in preparation of the Capital Reserve study shall be presented by the Board of Directors, with the budget for each fiscal year. Included in the general statement will be:

- [a] A general statement around how an item was determined to be a capital component item;
- [b] A general statement around how the useful lives were determined;
- [c] A general statement around how the replacement costs were determined; and,
- [d] A general statement around how the annual set-asides were determined.

ARTICLE XIV

AMENDMENTS

The covenants and restriction 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 representative, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners and thereafter by an instrument signed by not less than seventy-five (75%) of Lot Owners. Any amendment must be properly recorded.

ARTICLE XV

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.

(13)

VIRGINIA: FREDERICK COUNTY, SCT.
This instrument of writing was produced to me on

10/10/2006 at 10:30 am
and with certificate of acknowledgement thereto annexed
was admitted to record. Tax imposed by Sec. 58.1-802 of

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

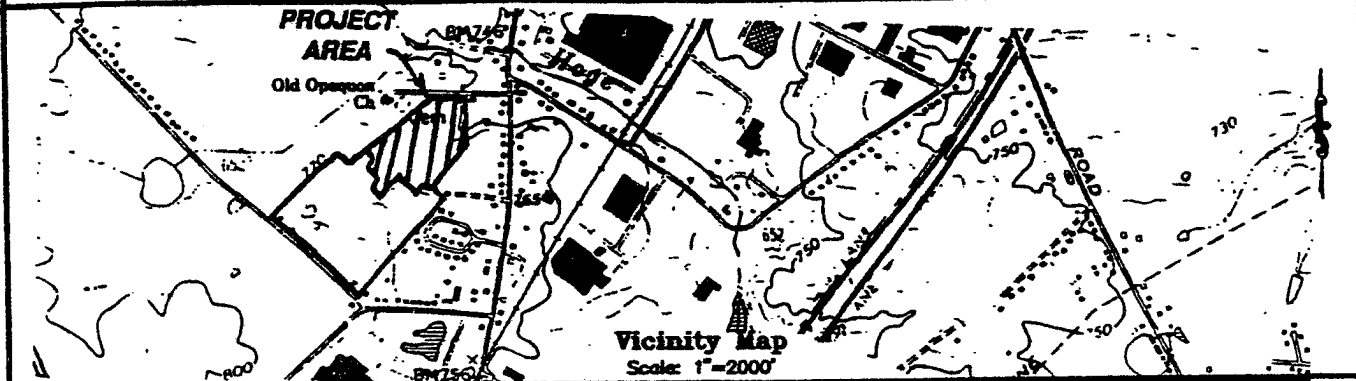
Rebecca P. Hogan , Clerk

FINAL PLAT

Woodbrook Village ~ Section 1

Back Creek Magisterial District

Frederick County, Virginia



Utilities

City of Winchester Public Works _____ Date 5/4/98

Planning Commission _____ Date _____

Subdivision Administrator _____ Date 5/20/98

Va. Dept. of Transportation _____ Date 4-29-98

APPROVED BY

[Signature] _____

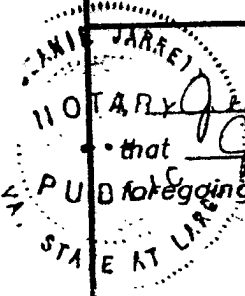
[Signature] _____

OWNER'S CERTIFICATE

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

Valley Development Group Inc. by Fred L. Glaize III _____ Date 5/19/98

NOTARY PUBLIC



Jessie Garrett, a Notary Public in and for the State of Virginia, at large, do certify that James J. Vickens - Vice President, whose names are signed to the foregoing Owner's Certificate, have acknowledged the same before me in my state.

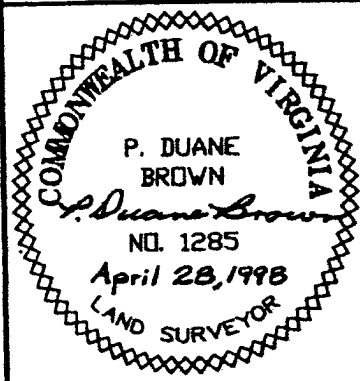
Given under my hand this 19th day of May, 1998.

My commission expires Dec. 31, 2001

Jessie Garrett

SURVEYOR'S CERTIFICATE

I hereby certify that the land contained in this subdivision is a portion of the land conveyed to Valley Development Group, Inc. from Bowman Trucking Company, Inc. and Fred L. Glaize, III by deed dated November 12, 1997, said deed recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in Deed Book 891 at page 1526.



EXISTING ZONING: RP
EXISTING USE: VACANT

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

The property represented herein is a portion of the property shown on Frederick County Tax Map 63((A)) as Parcel 39.

DATE: MARCH 30, 1998	COVER SHEET	FILE# "WB-HC.DWG"
gilbert w. clifford & associates, inc. ENGINEERS - LAND PLANNERS - SURVEYORS		
150-C Old Greenwich Drive Fredericksburg, Virginia 22401 (540) 868-2115	200 North Cameron Street Winchester, Virginia 22601 (540) 867-2138	SHEET 1 OF 10

Curve Table

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	275.00'	35.40'	17.72'	35.37'	S37°39'12"W	07°22'30"
2	35.00'	29.44'	15.65'	28.58'	S17°14'46"W	48°11'23"
3	55.00'	265.31'	49.19'	73.33'	N48°39'33"W	276°22'46"
4	300.00'	300.13'	163.98'	287.77'	S30°29'54"W	57°19'14"
5	250.00'	109.92'	55.87'	109.04'	S46°33'44"W	25°11'34"
6	250.00'	32.18'	16.11'	32.16'	S37°39'12"W	07°22'30"
7	35.00'	53.90'	33.94'	48.73'	N47°43'19"E	88°13'56"
8	325.00'	315.11'	171.18'	302.91'	N31°22'56"E	55°33'10"
9	225.00'	98.93'	50.28'	98.14'	N46°33'44"E	25°11'34"
10	35.00'	29.44'	15.65'	28.58'	S65°26'08"W	48°11'23"
11	225.00'	28.96'	14.50'	28.94'	S37°39'12"W	07°22'30"
12	275.00'	120.92'	61.45'	119.95'	S46°33'44"W	25°11'34"
13	275.00'	262.39'	142.15'	252.55'	S31°49'28"W	54°40'06"
14	35.00'	56.60'	36.66'	50.63'	S41°50'09"E	92°39'08"

Area Summary

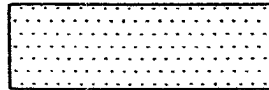
Lots 1 through 40 are Multiplex Units.

MINIMUM SETBACK REQUIREMENTS:

- 35' from Road Right-of-Way
- 20' from Private Roads
- 25' from Rear Perimeter Boundary
- 15' from Side Perimeter Boundary

Area in Lots	4.6217 Acres
Area in Open Space	5.0594 Acres
Area in R/W	1.3217 Acres
Existing Cemetery	0.0807 Acres
TOTAL AREA SUBDIVIDED	11.0835 Acres
Number of Lots	40
Average Lot Size	5,033 Sq. Ft.
Minimum Lot Size	4,118 Sq. Ft.

DRAINAGE EASEMENT



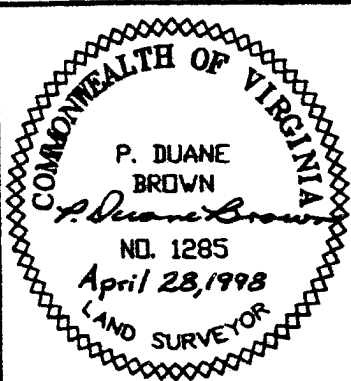
SANITARY SEWER EASEMENT



WATER EASEMENT



INGRESS-EGRESS EASEMENT



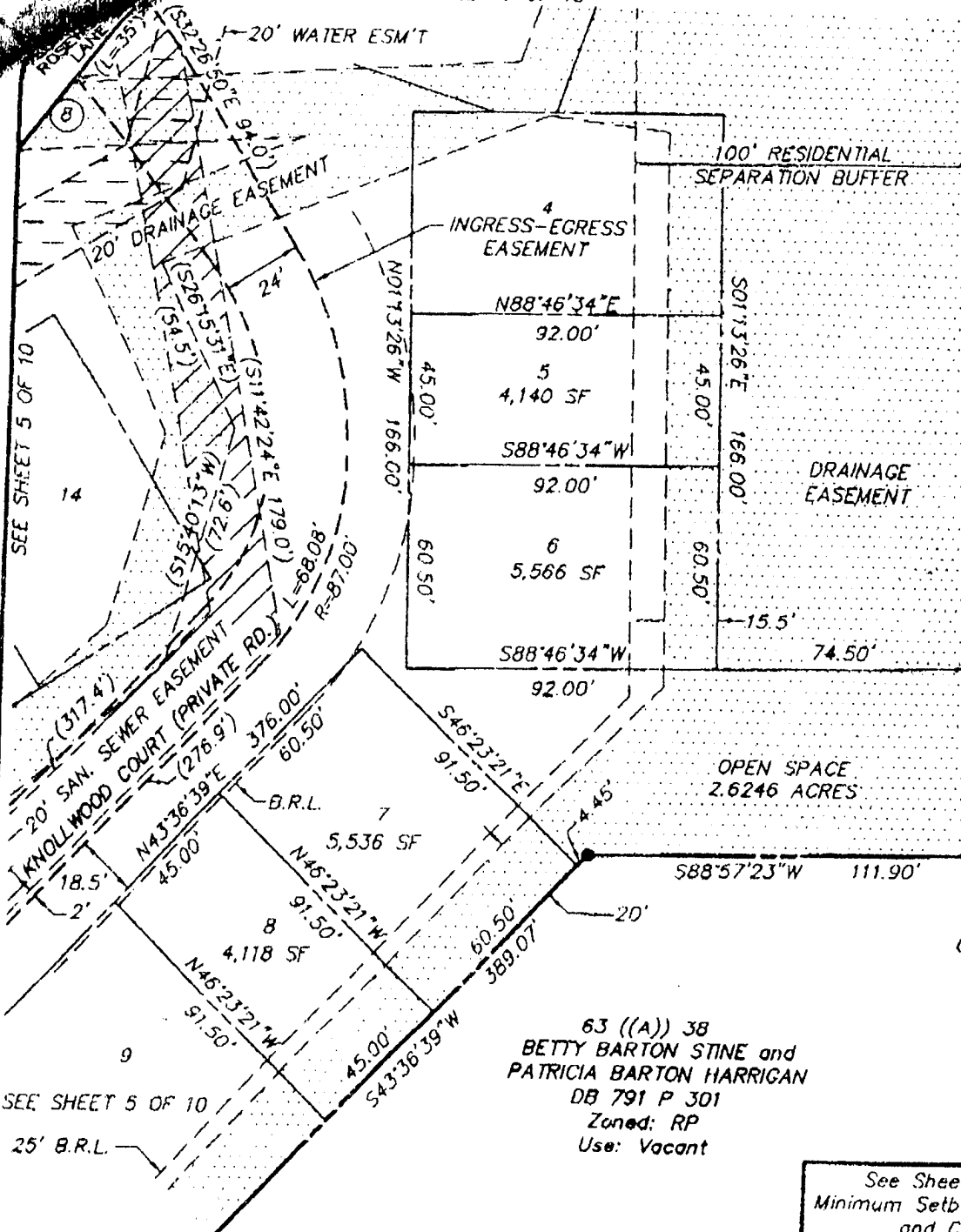
FINAL PLAT
Woodbrook Village ~ Section 1
 Back Creek Magisterial District Frederick County, Virginia

DATE: MARCH 30, 1998 CURVE TABLE FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
ENGINEERS - LAND PLANNERS - SURVEYORS
 130-C Old Greenwich Drive 200 North Cameron Street
 Fredericksburg, Virginia 22401 Winchester, Virginia 22601
 (540) 898-2115 (540) 867-2138

SHEET
2
OF
10

SEE SHEET 3 OF 10



63 ((A)) 27
WANDA M.
ZICKEFOOSE
DB 630 P 541
Zoned: RP
Use: Residential

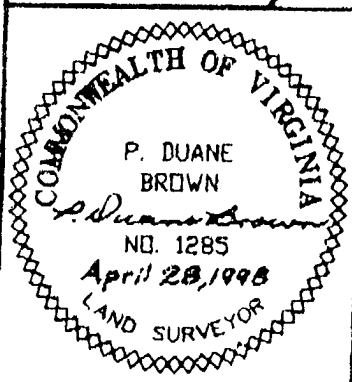
63 ((A)) 29
VALLEY AVENUE
RENTAL
PROPERTIES, L.L.C.
DB 871 P 1751
Zoned: B3
Use: Commercial

63 ((A)) 30
A BROKERS
ASSOCIATED
DB 476 P 470
Zoned: B2
Use: Commercial

63 ((A)) 31
CHARLES R. STINE
DB 838 P 40
Zoned: RP
Use: Residential

63 ((A)) 38
BETTY BARTON STINE and
PATRICIA BARTON HARRIGAN
DB 791 P 301
Zoned: RP
Use: Vacant

See Sheet 2 of 10 for
Minimum Setback Requirements
and Curve Table

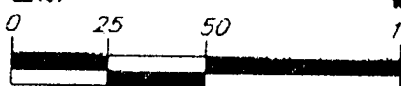


FINAL PLAT
Woodbrook Village ~ Section 1
Back Creek Magisterial District
Frederick County, Virginia

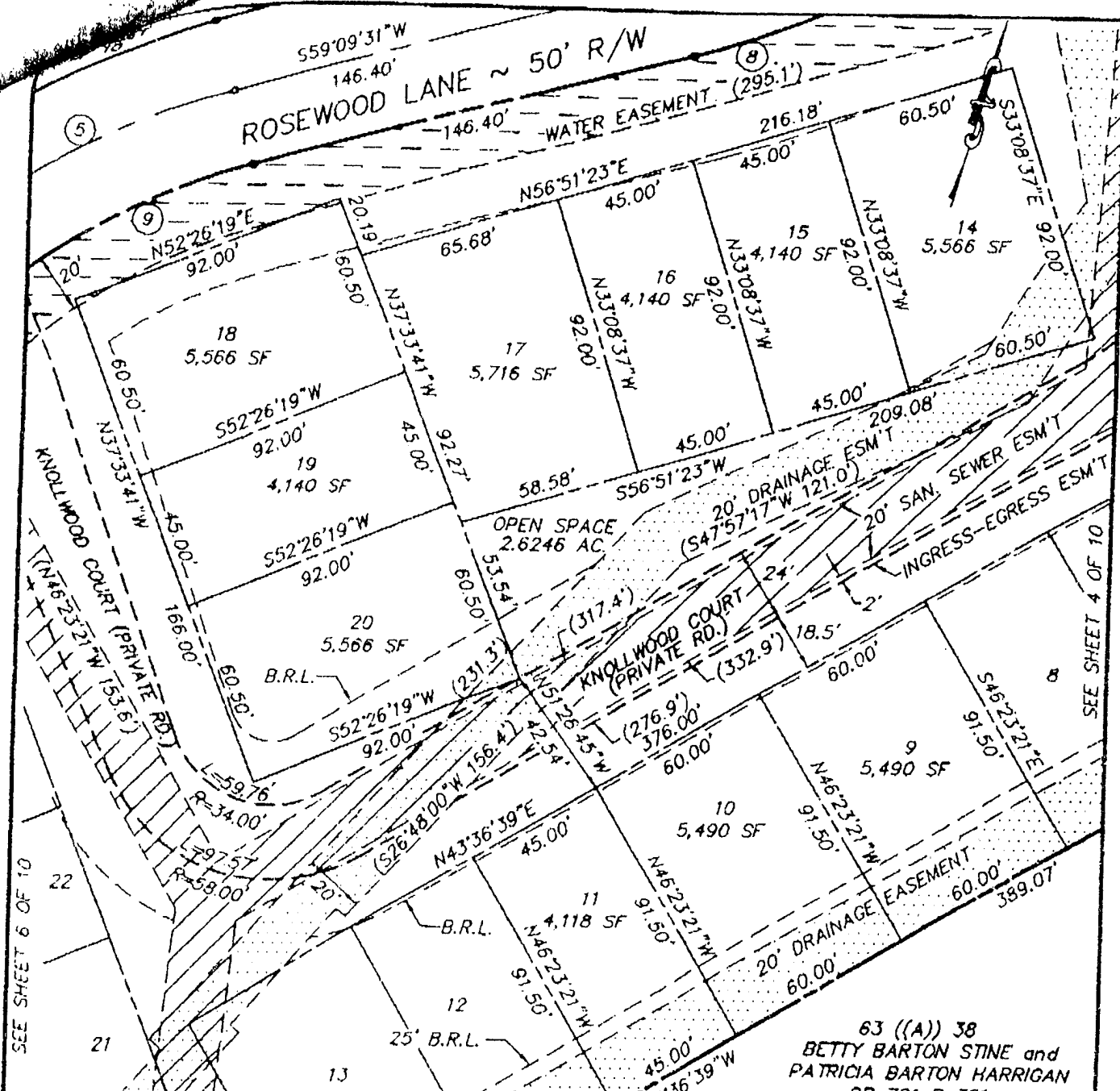
DATE: MARCH 30, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
ENGINEERS - LAND PLANNERS - SURVEYORS
150-C Old Greenwich Drive
Fredericksburg, Virginia 22401
(540) 898-2115

200 North Cameron Street
Winchester, Virginia 22601
(540) 667-2139



SHEET
4
OF
10



See Sheet 2 of 10 for
Minimum Setback Requirements
and Curve Table

SEE SHEET 6 OF 10

63 ((A)) 38
BETTY BARTON STINE and
PATRICIA BARTON HARRIGAN
DB 791 P 301
Zoned: RP
Use: Vacant

COMMONWEALTH OF VIRGINIA
P. DUANE BROWN
P. Duane Brown
NO. 1285
April 28, 1998
LAND SURVEYOR

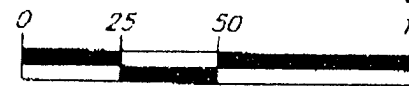
FINAL PLAT
Woodbrook Village ~ Section 1
Back Creek Magisterial District Frederick County, Virginia

DATE: MARCH 30, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

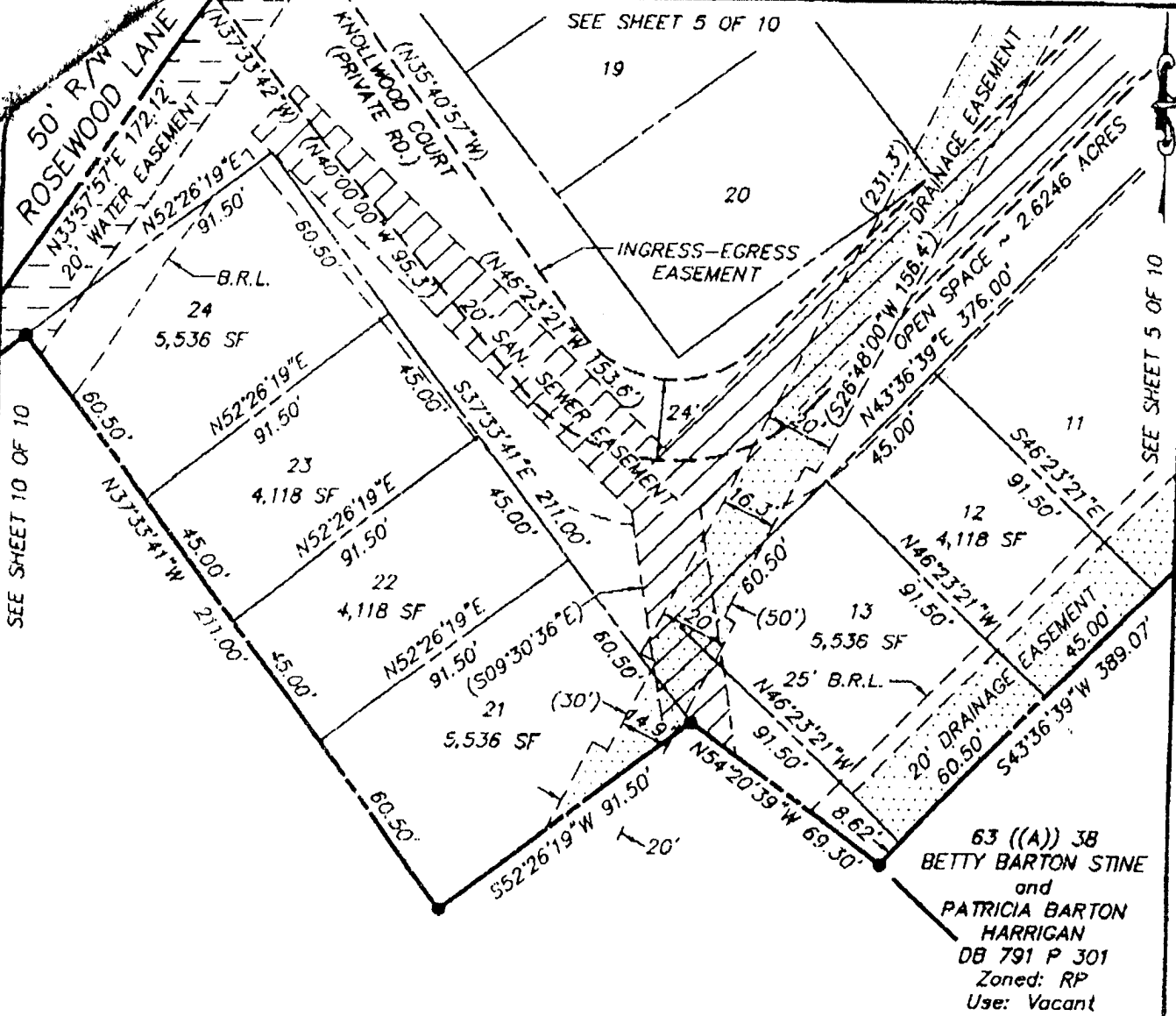
gilbert w. clifford & associates, inc.
ENGINEERS - LAND PLANNERS - SURVEYORS
150-C Old Greenwash Drive
Fredericksburg, Virginia 22401
(540) 866-2115

200 North Cameron Street
Winchester, Virginia 22801
(540) 867-2138

SHEET
5
OF
10



SEE SHEET 5 OF 10



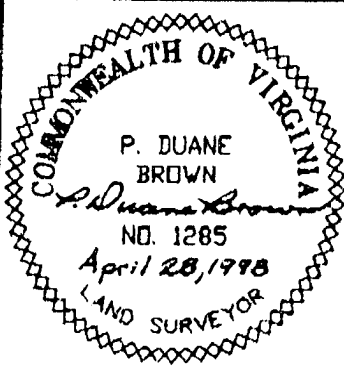
SEE SHEET 10 OF 10

SEE SHEET 5 OF 10

FUTURE DEVELOPMENT

63 ((A)) 38
 BETTY BARTON STINE
 and
 PATRICIA BARTON
 HARRIGAN
 DB 791 P 301
 Zoned: RP
 Use: Vacant

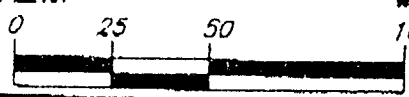
See Sheet 2 of 10 for
 Minimum Setback Requirements



FINAL PLAT
Woodbrook Village ~ Section 1
 Back Creek Magisterial District Frederick County, Virginia

DATE: MARCH 30, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
 ENGINEERS - LAND PLANNERS - SURVEYORS
 150-C Olds Greenloch Drive Frederickburg, Virginia 22401 (540) 888-2115
 200 North Cameron Street Winchester, Virginia 22601 (540) 667-2139

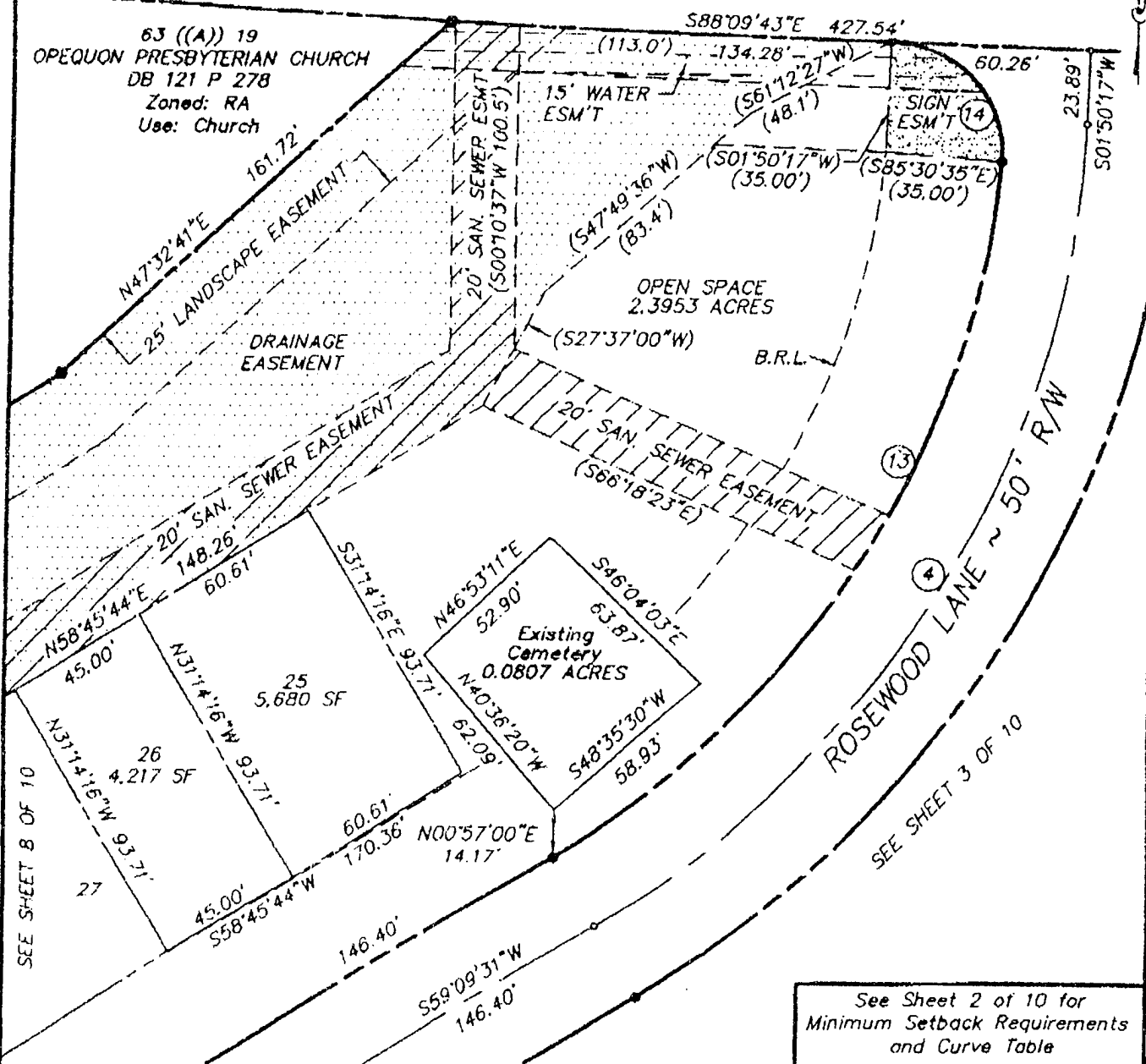


SHEET
 6
 OF
 10

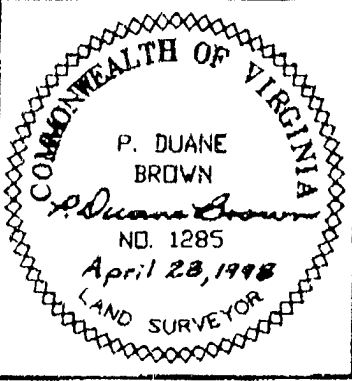
BK 905PG 1124

Opequon Church Lane - Va. Sec. Route 706
(Variable Width R/W)

63 ((A)) 19
OPEQUON PRESBYTERIAN CHURCH
DB 121 P 278
Zoned: RA
Use: Church



See Sheet 2 of 10 for
Minimum Setback Requirements
and Curve Table

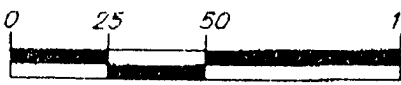


FINAL PLAT
Woodbrook Village ~ Section 1
 Back Creek Magisterial District Frederick County, Virginia

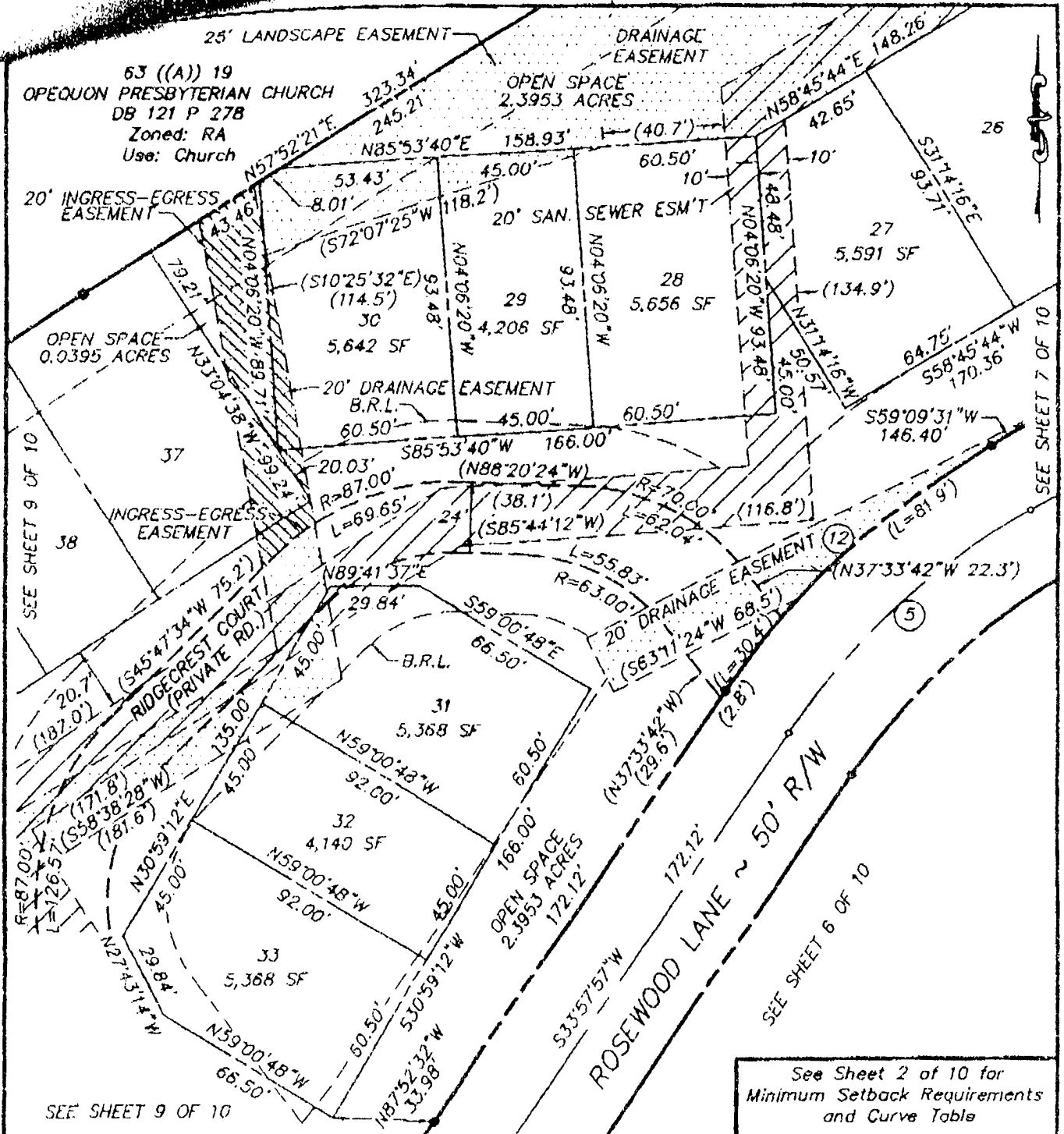
DATE: MARCH 30, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, Inc.
 ENGINEERS - LAND PLANNERS - SURVEYORS

150-C Old Greenwich Drive 200 North Cameron Street
 Fredericksburg, Virginia 22401 Winchester, Virginia 22601
 (540) 666-2115 (540) 567-2136



SHEET
7
OF
10



See Sheet 2 of 10 for
Minimum Setback Requirements
and Curve Table

COMMONWEALTH OF VIRGINIA
P. DUANE BROWN
P. Duane Brown
NO. 1285
April 28, 1998
LAND SURVEYOR

FINAL PLAT
Woodbrook Village ~ Section 1
Back Creek Magisterial District Frederick County, Virginia

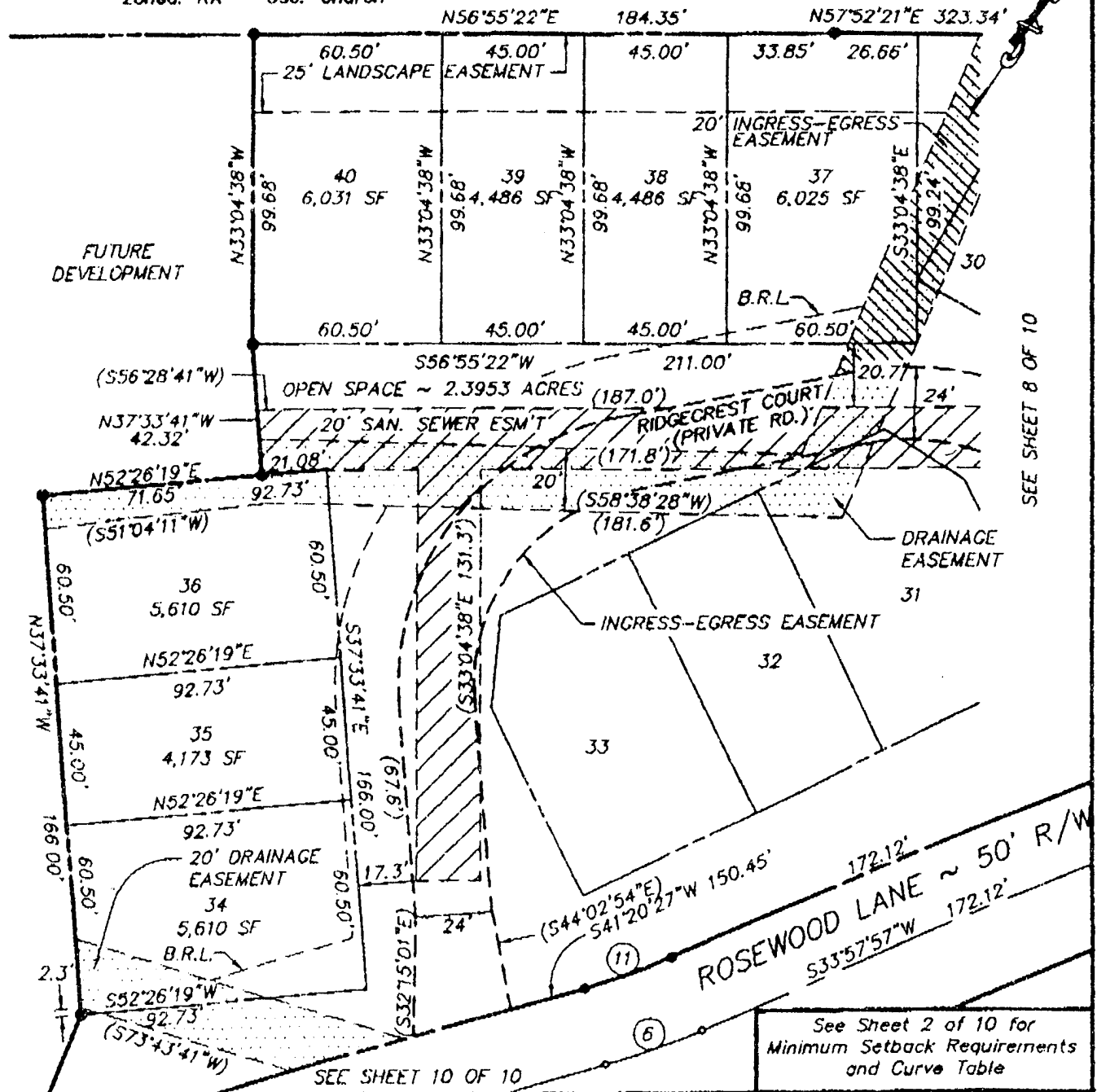
DATE: MARCH 30, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
ENGINEERS - LAND PLANNERS - SURVEYORS
150-C Old Greenwich Drive 200 North Cameron Street
Fredericksburg, Virginia 22401 Winchester, Virginia 22601
(540) 608-2113 0 25 50 100 (540) 887-2138

SHEET
8
OF
10

DK 90561126

63 ((A)) 19
OPEQUON PRESBYTERIAN CHURCH
DB 121 P 278
Zoned: RA Use: Church



See Sheet 2 of 10 for
Minimum Setback Requirements
and Curve Table

FINAL PLAT
Woodbrook Village ~ Section 1
 Back Creek Magisterial District Frederick County, Virginia

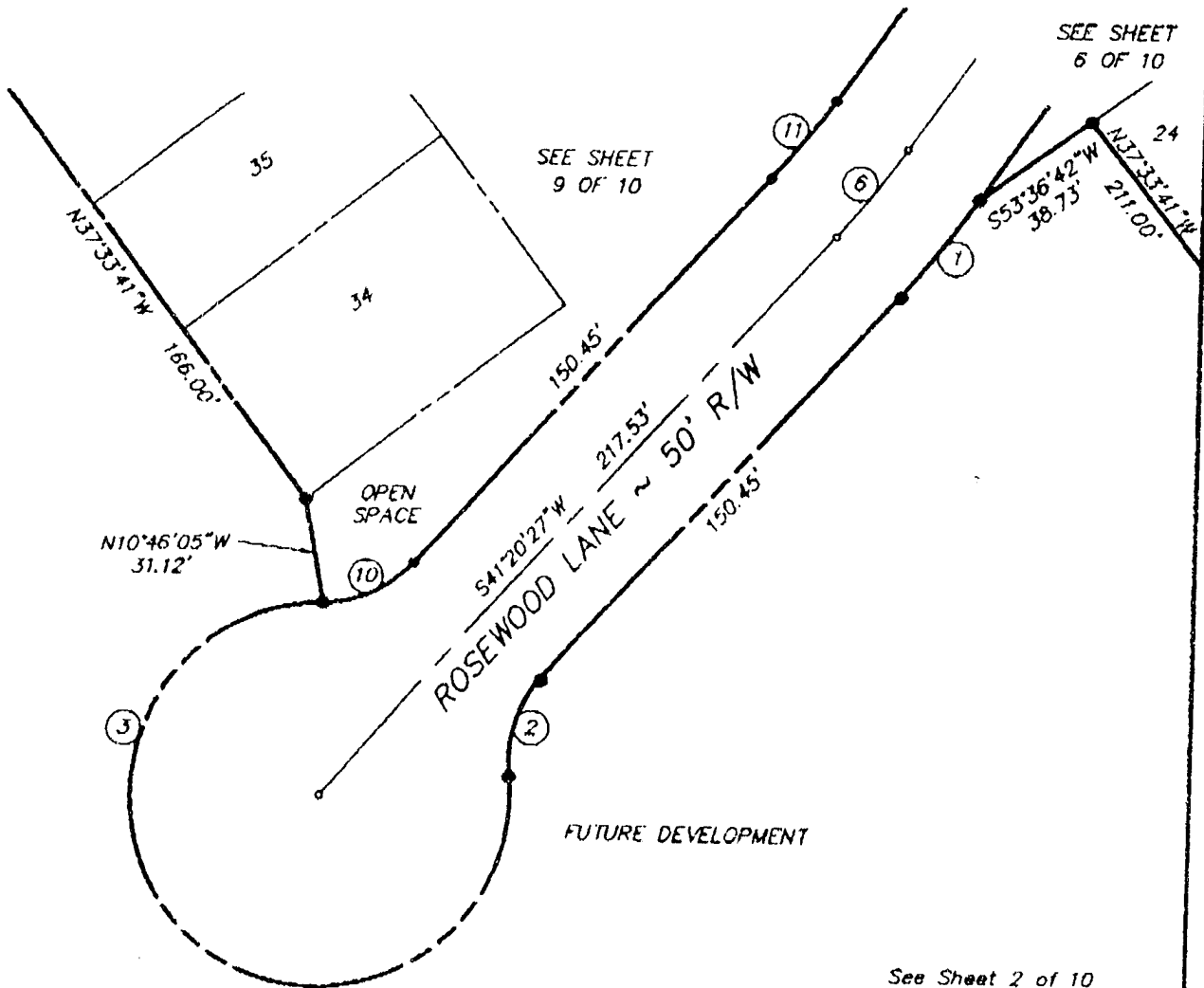
COMMONWEALTH OF VIRGINIA
 P. DUANE BROWN
P. Duane Brown
 NO. 1285
 April 28, 1998
 LAND SURVEYOR

DATE: MARCH 30, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
 ENGINEERS - LAND PLANNERS - SURVEYORS
 150-C Olds Greenwich Drive
 Fredericksburg, Virginia 22401
 (540) 898-2115

200 North Cameron Street
 Winchester, Virginia 22601
 (540) 667-2138

SHEET 9 OF 10



COMMONWEALTH OF VIRGINIA

P. DUANE BROWN
P. Duane Brown
 NO. 1285
 April 28, 1998
 LAND SURVEYOR

FINAL PLAT
Woodbrook Village ~ Section 1
 Back Creek Magisterial District Frederick County, Virginia

DATE: MARCH 30, 1998	SCALE: 1"=50'	FILE#: "WB-HC.DWG"
gilbert w. clifford & associates, inc. ENGINEERS - LAND PLANNERS - SURVEYORS 180-C Old Greenwich Drive Fredericksburg, Virginia 22401 (540) 828-2110		200 North Cameron Street Winchester, Virginia 22801 (540) 667-2139
		SHEET 10 OF 10

VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on the 22 day of May 1998, at 10:45 AM and with certificates of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of § 58.1-802, and 58.1-801 have been paid, if assessable

Rebecca P. Hagan, Clerk

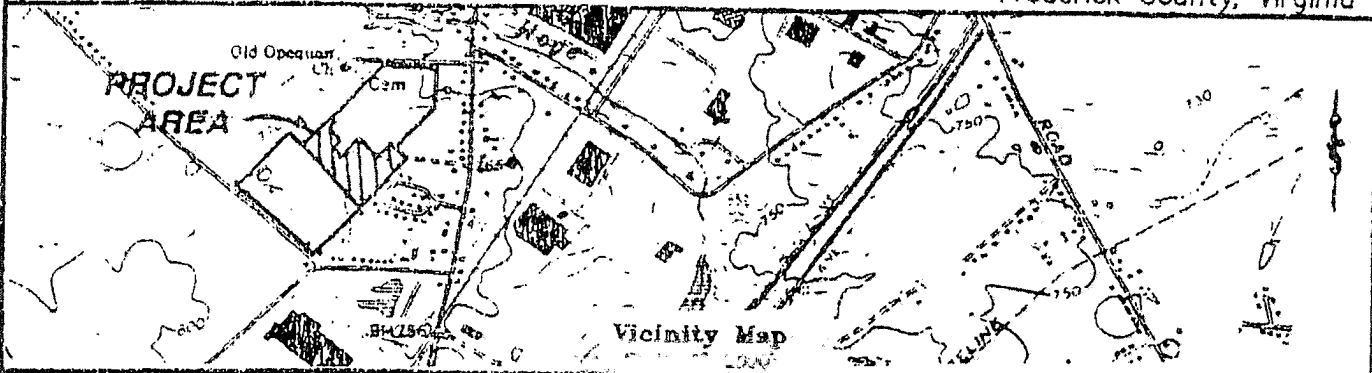
BK93531570

FINAL PLAT

Woodbrook Village ~ Section 2

Back Creek Magisterial District

Frederick County, Virginia



APPROVED BY

City of Winchester Public Works	<i>[Signature]</i>	Date	5/4/98
Planning Commission	N/A	Date	
Subdivision Administrator	<i>Michael Ruddy</i>	Date	5/20/99
Va. Dept. of Transportation	<i>[Signature]</i>	Date	4-29-99

OWNER'S CERTIFICATE

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

Valley Development Group, Inc. by James T. Vickers _____ 5/15/99
Date

NOTARY PUBLIC

I, *Jeanne Gassett*, a Notary Public in and for the State of Virginia, at large, do certify that *James T. Vickers, Valley Development Group, Inc.*, whose names are signed to the foregoing Owner's Certificate, have acknowledged the same before me in my state.

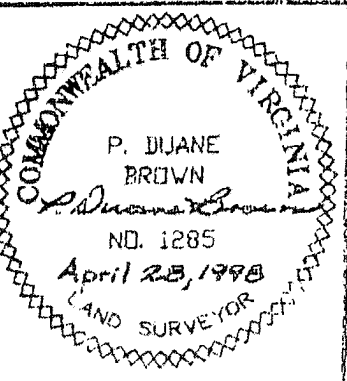
Given under my hand this 15 day of May, 1998, 1999
My commission expires Dec 31, 2001

Jeanne Gassett

SURVEYOR'S CERTIFICATE

I hereby certify that the land contained in this subdivision is a portion of the land conveyed to *Valley Development Group, Inc.* from *Bowman Trucking Company, Inc.* and *Fred L. Gloize, III* by deed dated November 12, 1997, said deed recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in Deed Book 891 at page 1526.

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



EXISTING ZONING: RP
EXISTING USE: VACANT

The property represented herein is a portion of the property shown on Frederick County Tax Map 63((A)) as Parcel 39.

DATE: MARCH 31, 1998	COVER SHEET	FILE#: "WB-HC.DWG"
Gilbert W. Clifford & Associates, Inc. ENGINEERS - LAND PLANNERS - SURVEYORS		
150-C Old Georgetown Drive Fredericksburg, Virginia 22401 (540) 893-2115	200 North Cameron Street Winchester, Virginia 22601 (540) 867-2134	

SHEET
1
OF
5

Curve Table

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	55.00'	265.31'	49.19'	73.33'	S48°39'33"E	276°22'46"
2	35.00'	29.44'	15.65'	28.58'	N17°14'46"E	48°11'23"
3	275.00'	35.40'	17.72'	35.37'	N37°39'12"E	07°22'30"

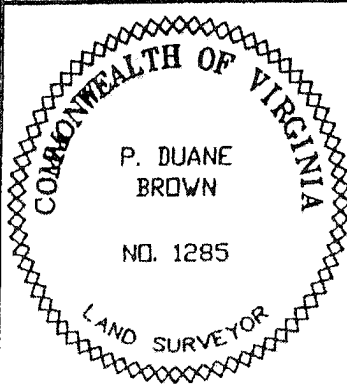
Area Summary

Lots 41 through 81 are Multiplex Units.

MINIMUM SETBACK REQUIREMENTS:

- 35' from Road Right-of-Way
- 20' from Private Roads
- 25' from Rear Perimeter Boundary
- 15' from Side Perimeter Boundary

Area in Lots	4.6208 Acres
Area in Open Space	3.8895 Acres
TOTAL AREA SUBDIVIDED	8.5103 Acres
Number of Lots	41
Average Lot Size	4,909 Sq. Ft.
Minimum Lot Size	4,118 Sq. Ft.

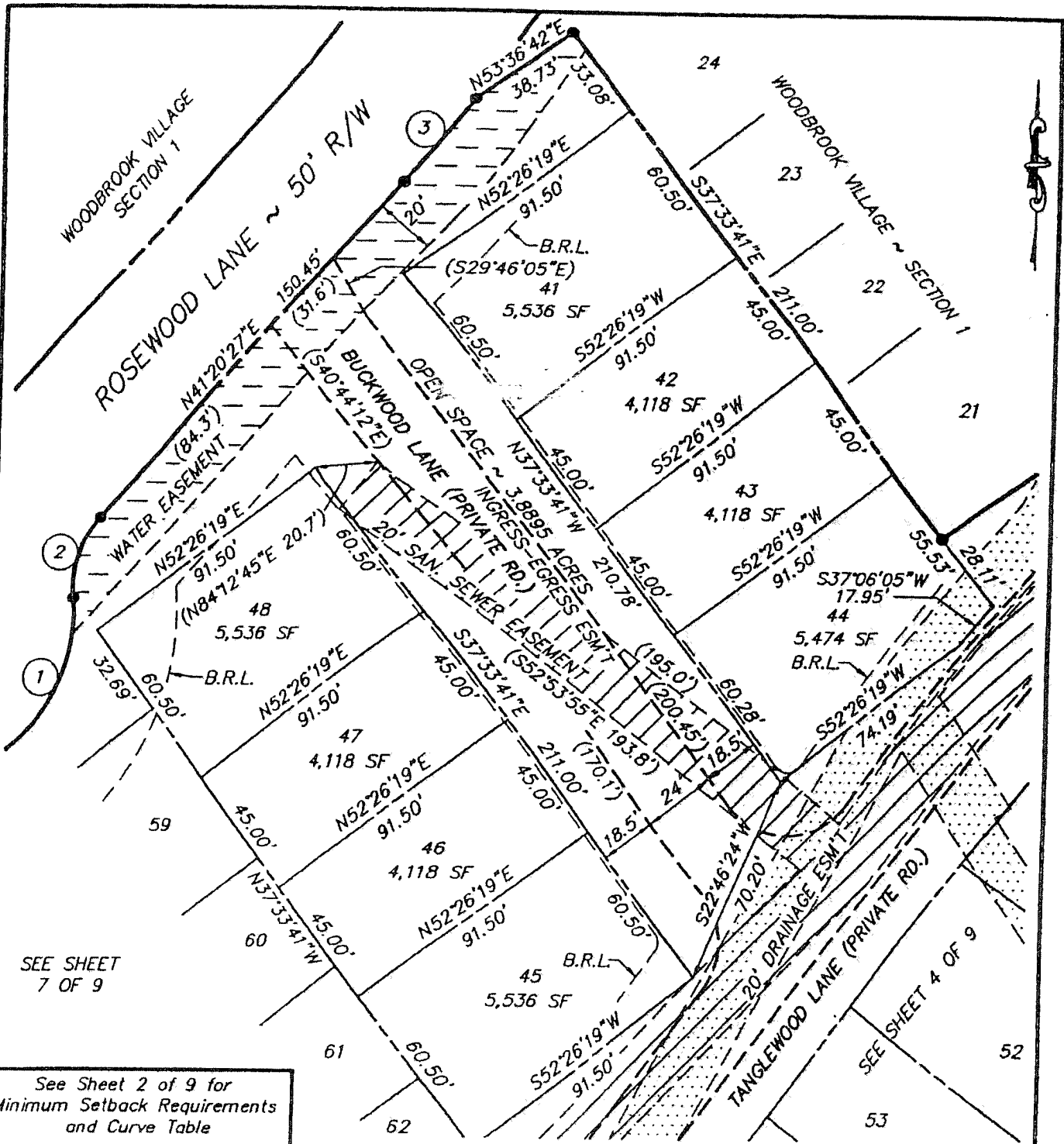


FINAL PLAT
Woodbrook Village ~ Section 2
 Back Creek Magisterial District Frederick County, Virginia

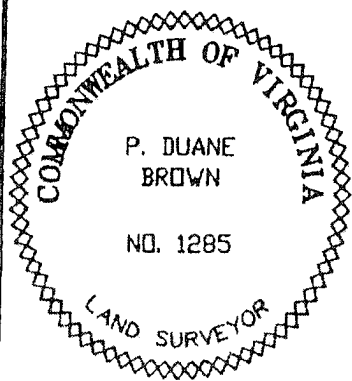
DATE: MARCH 31, 1998 CURVE TABLE FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
ENGINEERS - LAND PLANNERS - SURVEYORS
 150-C Old Greenwch Drive 200 North Cameron Street
 Fredericksburg, Virginia 22401 Winchester, Virginia 22601
 (540) 898-2115 (540) 667-2139

SHEET
2
OF
9



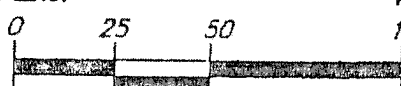
See Sheet 2 of 9 for
Minimum Setback Requirements
and Curve Table



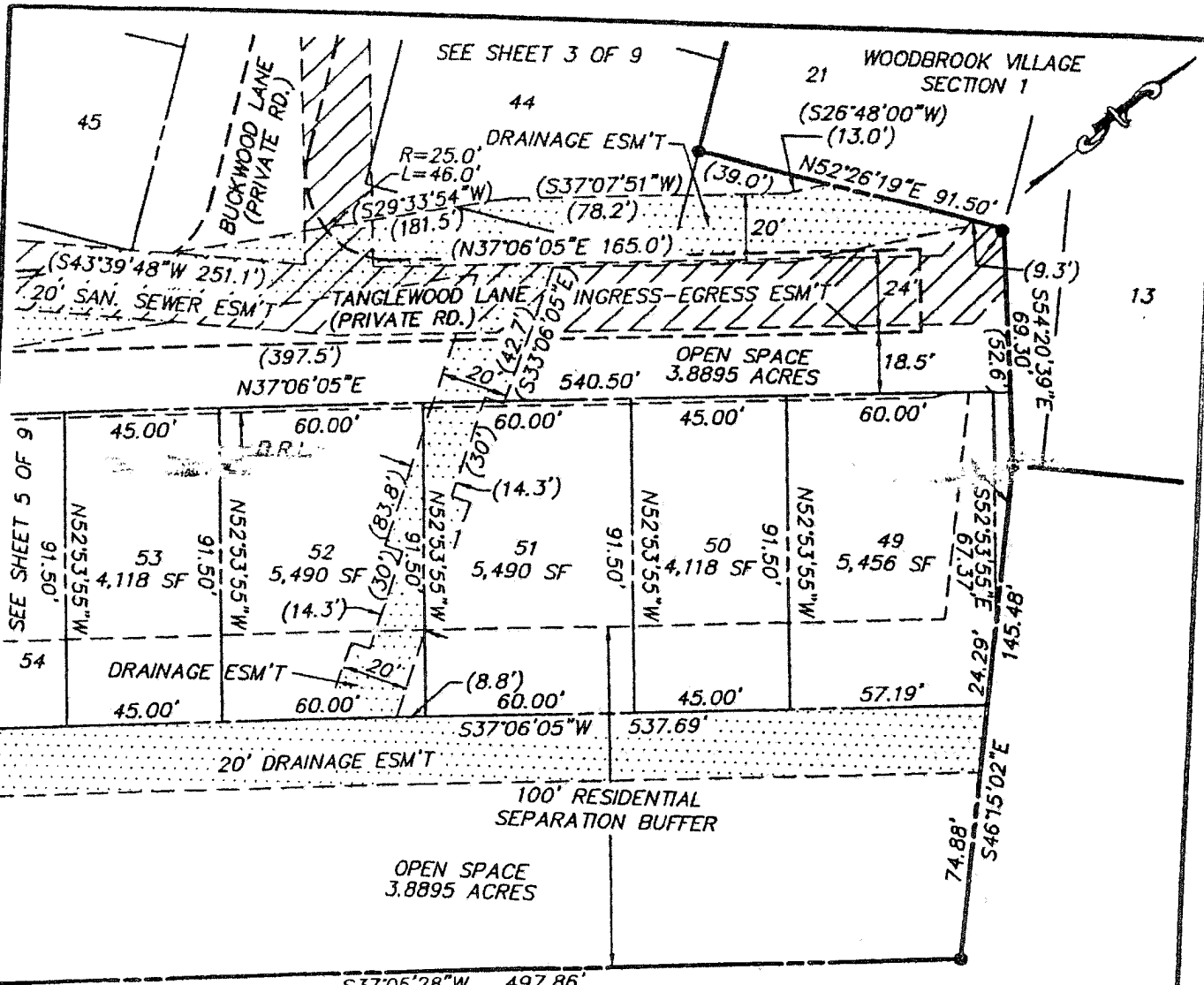
FINAL PLAT
Woodbrook Village ~ Section 2
Back Creek Magisterial District Frederick County, Virginia

DATE: MARCH 31, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
ENGINEERS - LAND PLANNERS - SURVEYORS
150-C Old Greenshield Drive 200 North Cameron Street
Fredericksburg, Virginia 22401 Winchester, Virginia 22601
(540) 898-2116 (540) 887-2139



SHEET
3
OF
9

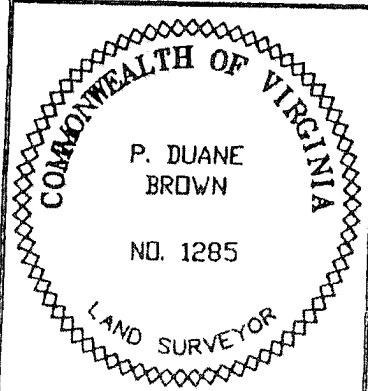


PLAINFIELD HEIGHTS
 Zoned: RP Use: Residential
 LOT 13
 63B ((1)) 13
 JOYCE M. PLUMMER
 DB 650 P 90

63 ((A)) 37
 CLINTON L. and PEGGY L. RITTER
 DB 554 P 548
 Zoned: RP
 Use: Residential

63 ((A)) 38
 BETTY BARTON STINE and
 PATRICIA BARTON HARRIGAN
 DB 791 P 301
 Zoned: RP
 Use: Vacant

See Sheet 2 of 9 for
 Minimum Setback Requirements



FINAL PLAT
Woodbrook Village ~ Section 2
 Back Creek Magisterial District Frederick County, Virginia

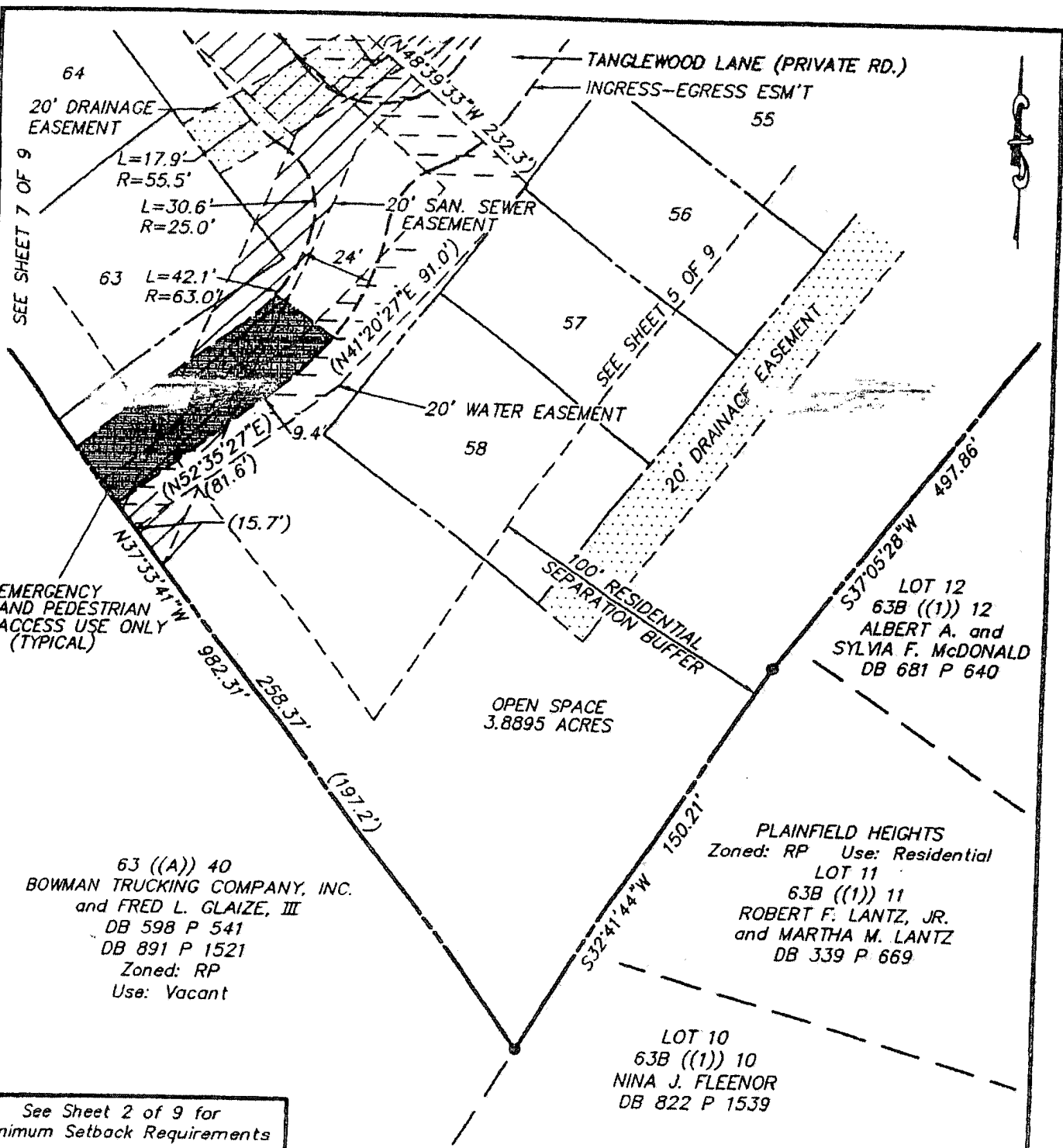
DATE: MARCH 31, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
 ENGINEERS - LAND PLANNERS - SURVEYORS
 150-C Old Greenwich Drive
 Fredericksburg, Virginia 22401
 (540) 698-2115

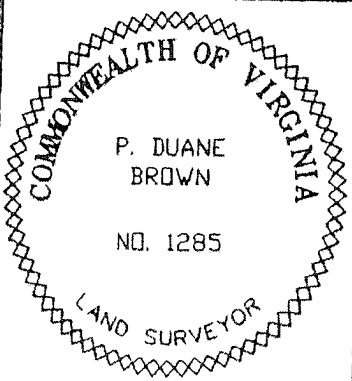
200 North Cameron Street
 Winchester, Virginia 22601
 (540) 667-2138



SHEET
 4
 OF
 9



See Sheet 2 of 9 for Minimum Setback Requirements

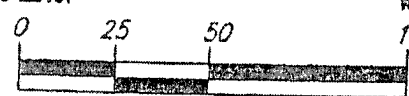


FINAL PLAT
Woodbrook Village ~ Section 2
Back Creek Magisterial District
Frederick County, Virginia

DATE: MARCH 31, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

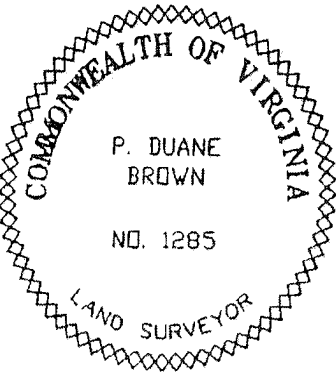
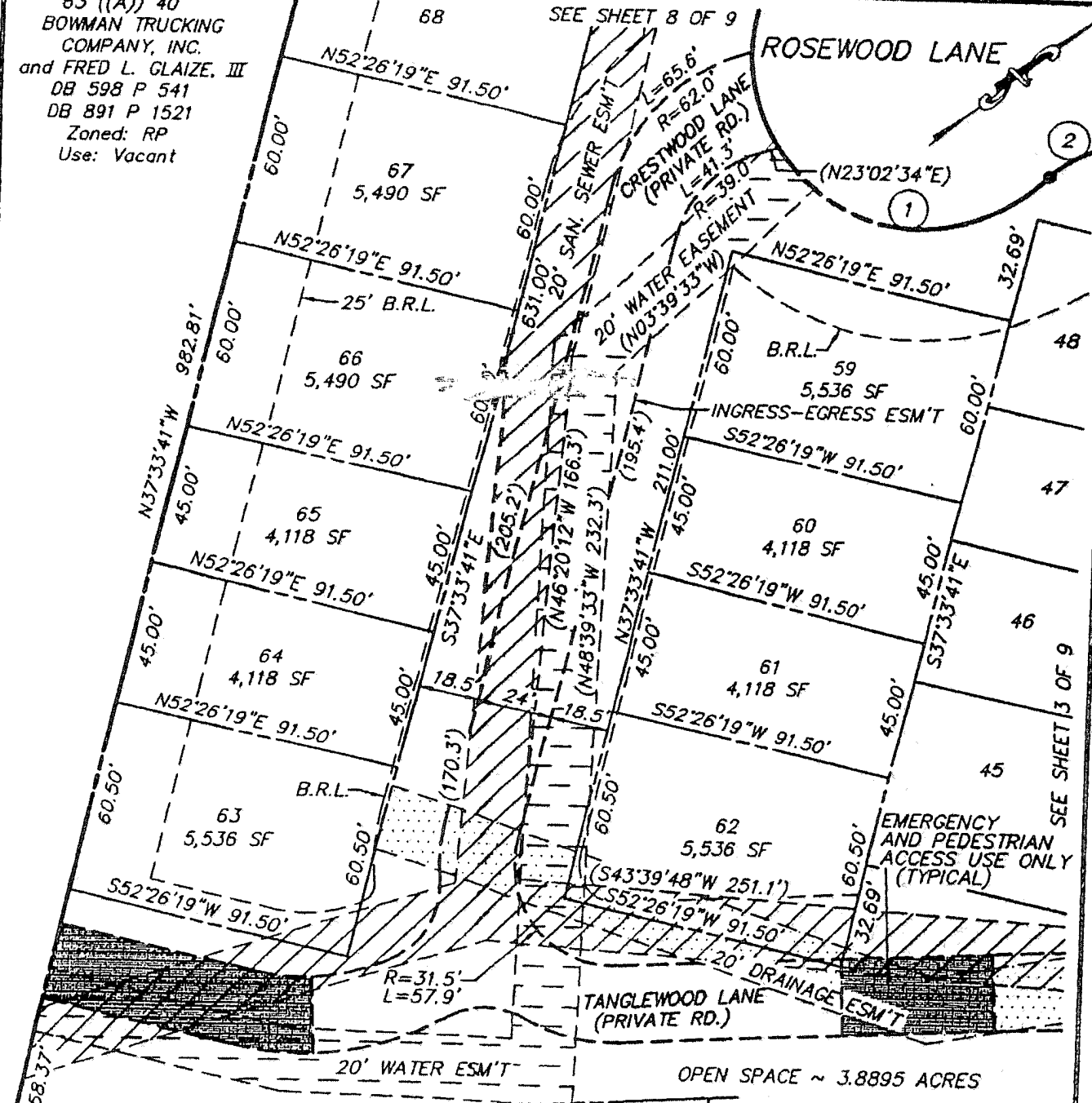
gilbert w. clifford & associates, Inc.
ENGINEERS - LAND PLANNERS - SURVEYORS
150-C Old Greenwich Drive
Fredericksburg, Virginia 22401
(340) 888-2115

200 North Cameron Street
Winchester, Virginia 22801
(640) 687-2139



SHEET
6
OF
9

63 ((A)) 40
 BOWMAN TRUCKING
 COMPANY, INC.
 and FRED L. GLAIZE, III
 DB 598 P 541
 DB 891 P 1521
 Zoned: RP
 Use: Vacant



FINAL PLAT

Woodbrook Village ~ Section 2

Back Creek Magisterial District Frederick County, Virginia

DATE: MARCH 31, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
 ENGINEERS - LAND PLANNERS - SURVEYORS
 150-C Old Greenleaf Drive
 Fredericksburg, Virginia 22404
 (540) 898-2115

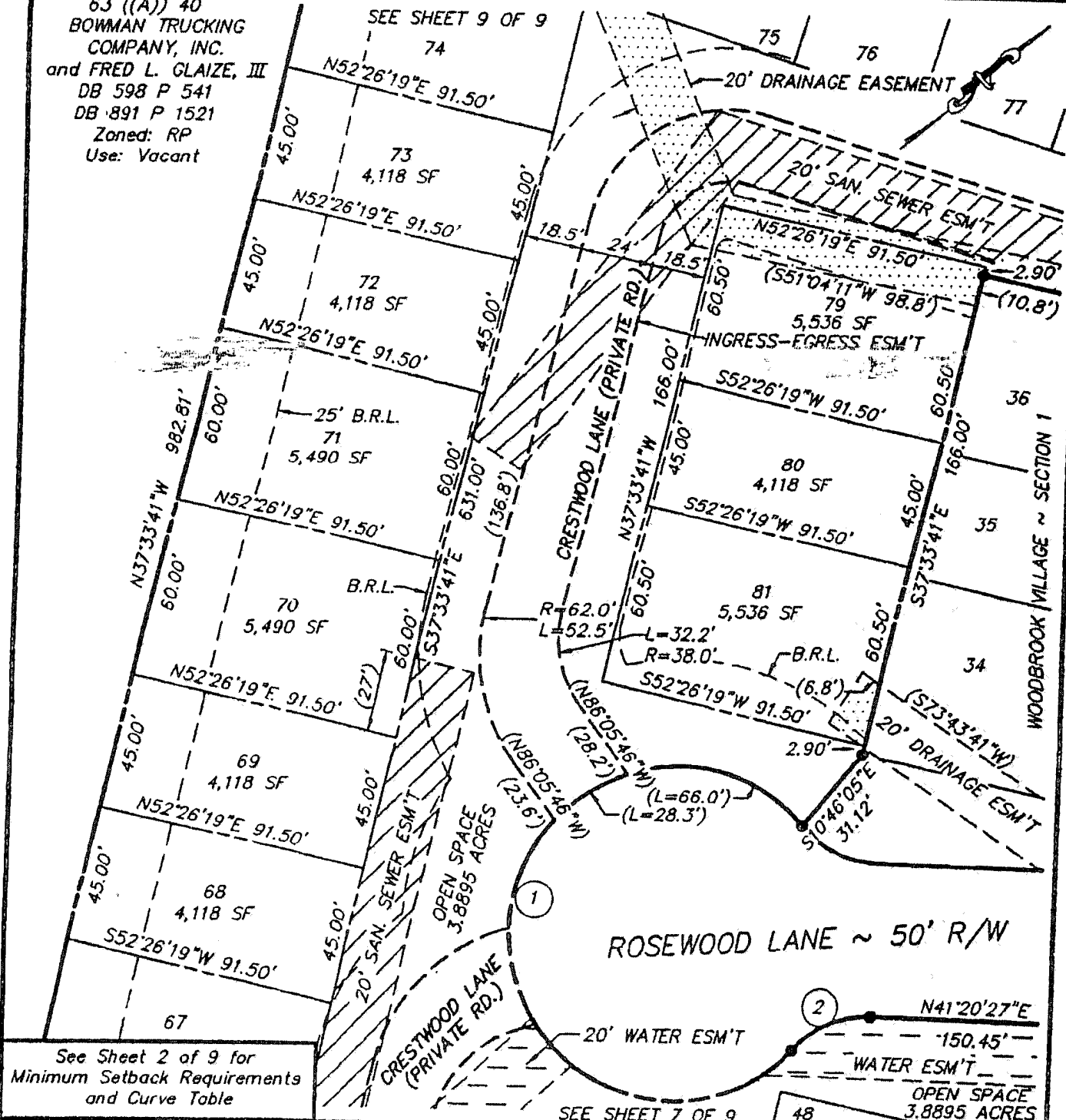
200 North Cameron Street
 Winchester, Virginia 22601
 (540) 867-2139



SHEET
7
OF
9

63 ((A)) 40
 BOWMAN TRUCKING
 COMPANY, INC.
 and FRED L. GLAIZE, III
 DB 598 P 541
 DB 891 P 1521
 Zoned: RP
 Use: Vacant

SEE SHEET 9 OF 9



See Sheet 2 of 9 for
 Minimum Setback Requirements
 and Curve Table

SEE SHEET 7 OF 9

FINAL PLAT Woodbrook Village ~ Section 2

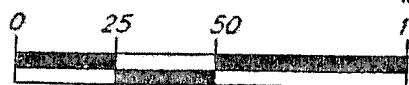
Back Creek Magisterial District Frederick County, Virginia

COMMONWEALTH OF VIRGINIA
 P. DUANE BROWN
 NO. 1285
 LAND SURVEYOR

DATE: MARCH 31, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
 ENGINEERS - LAND PLANNERS - SURVEYORS
 150-C Olda Greenwich Drive 200 North Cameron Street
 Fredericksburg, Virginia 22401 Winchester, Virginia 22601
 (540) 898-2115 (540) 667-2139

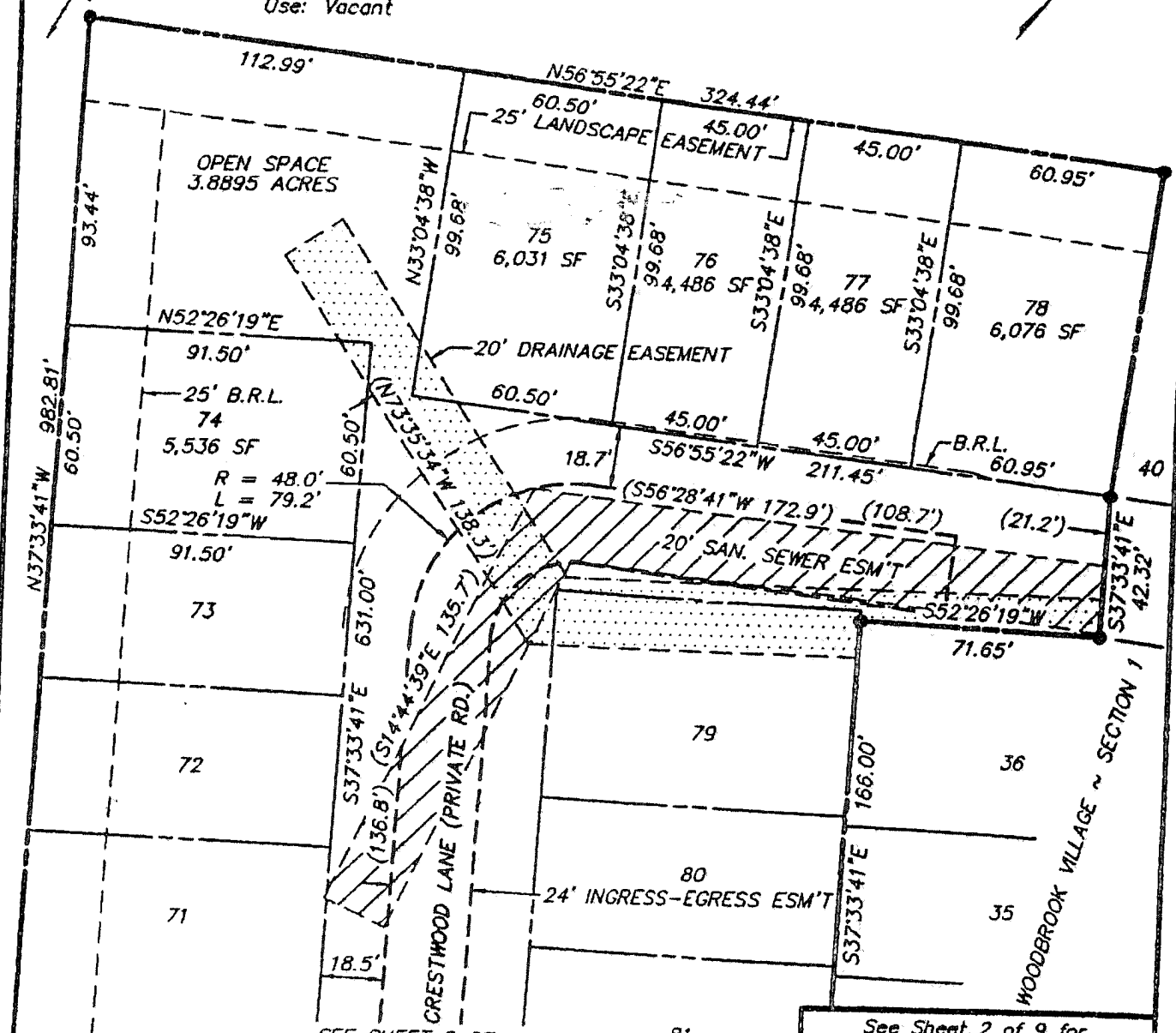
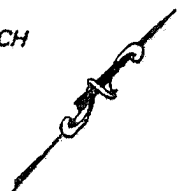
REV. 5-22-98



SHEET
 8
 OF
 9

63 ((A)) 40
 BOWMAN TRUCKING COMPANY, INC.
 and FRED L. GLAIZE, III
 DB 598 P 541
 DB 891 P 1521
 Zoned: RP
 Use: Vacant

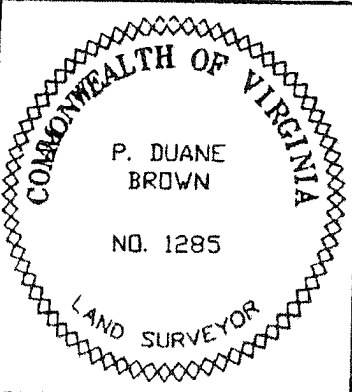
63 ((A)) 19
 OPEQUON PRESBYTERIAN CHURCH
 DB 121 P 278
 Zoned: RA
 Use: Church



SEE SHEET 8 OF 9

81

See Sheet 2 of 9 for
 Minimum Setback Requirements



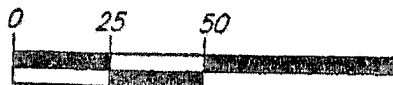
FINAL PLAT
Woodbrook Village ~ Section 2
 Back Creek Magisterial District
 Frederick County, Virginia

DATE: MARCH 31, 1998 SCALE: 1"=50' FILE#: "WB-HC.DWG"

gilbert w. clifford & associates, inc.
 ENGINEERS - LAND PLANNERS - SURVEYORS
 180-C Old Greenleaf Drive
 Fredericksburg, Virginia 22401
 (840) 668-2115

200 North Cameron Street
 Winchester, Virginia 22601
 (840) 667-2139

REV. 5-22-98



SHEET
 9
 OF
 9