

THIS DEED OF DEDICATION, made and dated this 6th day of December, 1994, by and between JENI COMPANY, a Virginia corporation, and the first part, hereinafter called the DECLARANT; and COUNTY OF FREDERICK, VIRGINIA, of the second part, hereinafter called COUNTY.

WHEREAS, the DECLARANT is the owner in fee simple of the real estate shown on that certain Final Subdivision Plat drawn by S.W. Marsh, dated September 19, 1994, known as Woodside Estates Subdivision, which Final Plat is attached hereto and incorporated herein by reference as if set out in full. This is a portion of the same real estate previously conveyed to the DECLARANT by that certain deed from Jasbo, Inc., et al, dated May 24, 1994, and recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 820, at Page 643; and,

WHEREAS, said real estate, as shown on the aforesaid attached Final Subdivision Plat, has been subdivided into lots for the construction of single family homes thereon (Lots 1 through 66, inclusive), and the hereinabove Final 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 open space, sanitary sewer easements, utility, ingress-egress, and drainage easements, all of which shall constitute a portion of that development known as Woodside Estates Subdivision, and which areas that are marked as common areas to be owned and/or maintained by the Woodside Estates Homeowners Association upon the terms and conditions set forth hereinafter; and

WHEREAS, the Subdivision of Woodside Estates Subdivision as shown on the aforesaid attached Final Subdivision Plat, is with the free consent and in accordance with the desires of the undersigned DECLARANT, and the DECLARANT 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 the execution of this Deed of Dedication.

ALL LOTS IN THE WOODSIDE ESTATES SUBDIVISION ARE SUBJECT TO FREDERICK COUNTY, VIRGINIA PROFFERS WHICH MUST BE PAID PRIO TO SECURING A BUILDING PERMIT, WHICH SHALL BE IN THE AMOUNT OF THREE THOUSAND EIGHT HUNDRED SEVENTY-THREE DOLLARS (\$3873.00) PER LOT.

NOW THEREFORE, THIS DEED OF DEDICATION WITNESSETH: That for and in consideration of the premises and the benefits which will accrues by reason of this Dedication, the DECLARANT does hereby subdivide all of that certain tract or parcel of land designated as Woodside Estates Subdivision, lying and being situate in the County of Frederick, Virginia, and being more particularly described by that certain Final Subdivision Plat of Woodside Estates Subdivision, by S.W. Marsh, dated September 19, 1994, containing Lots 1 through 66, inclusive which Final Subdivision Plat is attached hereto and incorporated herein as if set out in full. This is a portion of the same real estate previously conveyed to the DECLARANT by deed of from Jasbo, Inc., et al, dated May 24, 1994 and recorded in the aforesaid Clerk's Office in Deed Book 820, at Page 643.

FOR AND IN CONSIDERATION AS AFORESAID, the DECLARANT does further dedicate all of the streets in Woodside Estates Subdivision, to the County, for

public use, which streets dedicated hereby are more particularly described by the hereinabove referenced Final Subdivision Plat of Woodside Estates Subdivision.

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 Woodside Estates Homeowners Association, Inc., a nonstock Virginia corporation, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to that certain property described as open space, and such additions thereto as may hereafter be brought within the jurisdiction of the corporation.

Section 3. "Lots" shall mean and refer to any of the Lots (Lots 1 through 66, inclusive) designed upon the Final Subdivision Plat of Woodside Estates Subdivision, with the exception of the open space 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 Woodside Estates Subdivision, as shown on the hereinabove referenced Final Subdivision Plat, 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 Jeni Company, a Virginia Corporation, 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 the 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 member 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 with 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 seven (7) 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 first Lot in Woodside Estates Subdivision; thereafter, the Board of Directors shall be elected by the Membership as determined in the By Laws of the Association.

Treasurer

The Treasurer of the Association shall be bonded, with the expense of such a fidelity bond for said officer to be borne by the Association.

ARTICLE IV
PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment: Every Member shall have a right and easements 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 "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 member in connection with any such mortgage of the "Common Areas", the Lots owned by the DECLARANT shall not be included. All members 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 Member 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 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 vested with title at the time of conveyance, hereby covenants that fee simple title to the open space (referred to hereinabove as “Common Areas”) will be conveyed to the Association free and clear of all liens and encumbrances provided, further that the DECLARANT shall not be required to convey the same by multiple deeds at various times.

ARTICLE V

CONVENANTS FOR MAINTENANCE ASSESSMENT 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 agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for the capital improvements, such assessments to be fixed, established and collected from 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 upon 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 when 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, maintenance and repair of drainage and detention facilities, maintenance and repair of street lights and payment of all utility charges therefor, maintenance and repair of utility and drainage easements, and further, for the purpose of

promoting the recreation, health, safety and welfare of the residents in the “Common Areas” of Woodside Estates Subdivision.

Section 3. Basis and Maximum of 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 Two Hundred Dollars (\$200.00) per Lot for all Lots (Lots 1 through 66, inclusive).

- (a): The maximum annual assessment per Lot may be increased above that set forth hereinabove by a vote of the Member 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 two-thirds (2/3) of the votes of the 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 thirty (30) days nor more than sixty (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.
- (b): After consideration of current maintenance costs and further 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 not limited to, maintenance, repair and improvement of any Association-owned areas within said Subdivision, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Member not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purposes of the meeting.

Section 5. Quorum for any Action Authority Under Sections 3 and 4: At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at a meeting of Members or of proxies entitled to cast twenty-five percent (25%) 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 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. 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 incorporation of the Association. 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 as 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 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 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 Lot.

Section 8. Subordination of the Lien to Mortgages: The lien of the assessments provided for 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. 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 an accepted by a local public authority; (c) Any and all Lots owned by the DECLARANT. Its successors or assigns except for out-conveyances to third party Lot owners in the regular course of business and in which the DECLARANT has no legal interest; 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 Lot with a residence and occupied as a dwelling shall be exempt from these assessments.

Section 10. Failure to Maintain "Common Areas": In the event that the Association, or its successors fail to maintain the "Common Areas" in reasonable order

and condition, the COUNTY may take such action as authorized by the COUNTY'S applicable Ordinances.

ARTICLE VI
USE, RESTRICTIONS AND COVENANTS

The single family Lots in Woodside Estates 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 detached garage or carport shall be permitted on any Lot. Any utility or other out building on any Lot shall be of the same material and construction as the main structure on such Lot.
2. 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 areas, or signs used by the DECLARANT to advertise the property during construction and sales. No "For Rent" signs shall be allowed on any Lot.
3. No power boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles or motorcycles, pickup trucks, and ¾ ton (or less) vans) shall be permitted on any Lot except during the course of construction. No motor vehicles or material portion thereof, which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot.
4. 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 that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers.
5. No fence or hedge shall be constructed or planted in the front nor along the side (not applicable to corner Lots) of any residence nor within twenty-five (25) feet of any street. Rear fencing and hedges shall not exceed six (6) feet in height. All fencing shall be constructed of wood, masonry, vinyl or iron. No chain link fencing shall be allowed.
6. 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.
7. 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.

8. In the event a dwelling unit is damaged, or has materially deteriorated, the owner of the unit shall immediately repair the damage or deterioration.
9. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers and screened. No refuse or any container for the same shall be placed or stored in front of any house, except on the date of garbage pickup.
10. No exterior clothes lines, or hanging device, shall be permitted on any Lot, except for an umbrella-type with a diameter not to exceed seven (7) feet; provided, however, that the same may only be used in the rear of any building constructed on said Lot and the clothes-line is stored within a utility building or the equivalent when the clothes line is not in use.
11. Every owner shall provide his Lot with off-street parking space of at least 450 square feet, which may include all area in any driveway located on the Lot itself, to be used by the inhabitants of the dwelling house located on said Lot: Parking on the street shall be prohibited and it is the intent of this restriction that parking space for at least (2) vehicles be provided. All driveways are to be constructed of blacktop or concrete and shall be installed per the specifications utilized by the Virginia Department of Highways.
12. All Lots are subject to a ten foot (10') Slope and Drainage Easement along all rights of way, and a ten foot (10') Utility and Drainage Easement along all property lines, except the front property lines shall be subject to such easements in the width of fifteen feet (15').
13. There shall be no planting, structures, fences, shrubbery or other obstruction to obstruct vision planted or maintained on any corner Lot which rises more than three feet (3') above ground level within twenty-five feet (25') of the intersection of any street lines.
14. One-story houses shall have 1,350 square feet of living space. Two-story houses shall have 900 square feet of living space on the first floor above ground and a total living space of 1,600 square feet. All other house configurations, such as Cape Cod, Saltbox, Multi-level and Tri-level shall have 1,600 square feet of useable, finished living space.

Living space shall be computed using outside foundation measures and shall be exclusive of carports, garages and basements. Roof pitch shall be at least 5/12".

The foundation of all house shall have a brick veneer from the house plate to the ground surface, which brick veneer shall be on the side of the house facing the street and on the two sides of the house facing the side lines. No brick veneer is required on the side of the house facing the rear property line. In the alternative, poured concrete walls, with a brick mold, and painted, shall be allowed.

15. All Lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the plat attached hereto in addition to those applicable requirements of any COUNTY ordinance.
16. No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any character, shall be constructed on any Lot of dwelling located thereon, unless the plan of construction, including quality of workmanship, design, colors and materials shall have been approved in writing by the DECLARANT or the Woodside Estates Homeowners Association as being in harmony with the whole single family section and especially the adjoining single family residential properties.
17. 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 additional successive ten (10) year periods, unless the Owners of a majority of Lots in Woodside Estates Subdivision shall, at least six (6) months prior to such renewal date, execute and record an agreement amending said covenants and restrictions.
18. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Lot Owners or the DECLARANT herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

ARTICLE VII EASEMENTS

Section 1. Public Utility and Drainage Easements: The property described hereby is, and shall be, subject to those certain easements or rights of way designated, or to be designated, as Drainage Easements, Gas Easements and Utility Easements on the plat of Woodside Estates Subdivision that have been recorded or will be recorded (including the plat attached hereto). The DECLARANT does hereby grant and convey unto the COUNTY, or other agency having jurisdiction thereof, a perpetual right of way or easement for the maintenance and repair of the aforesaid easements and any related

facility designated on the aforesaid plat as Water Easements, Sanitary Sewer Easements, Gas Easements and Utility Easements.

Section 2. Maintenance of Drainage Easements and Detention Areas: The maintenance of all drainage easements and detention areas 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, then the DECLARANT and/or COUNTY, as the case may be, 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. If requested, the Association, by the acceptance of a deed to the common areas, agrees to enter into any agreement absolving COUNTY of any and all liability with regard to said drainage easements and/or detention areas.

Section 3. 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 where such utility lines and equipment are located with the easements reserved herein or as set forth on the Final Subdivision Plat of Woodside Estates Subdivision and over the "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 hereof, a blanket easement and right on, over and under the ground with said Subdivision to maintain and correct drainage of surface water problems 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 RESERVATION

The DECLARANT herein reserves unto itself, for a period of five (5) year, the right to amend this Deed of Dedication provided that the single family residential nature of the subdivision shall not be changed.

ARTICLE IX
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 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 way affect any other provision which shall remain in full force and effect.

Section 3. **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 when this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, as described under ARTICLE VII Restriction No. 17, and ARTICLE VII, Restriction No. 17, supra. The covenants and restrictions of this Declaration may be amended during the first fifteen (15) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. **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 Subdivision of the land as shown on the plat of Woodside Estates Subdivision presently recorded, or to be recorded, is with the free consent and in accordance with the desire of the undersigned DECLARANT, 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, 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 Woodside Estates Subdivision.

WITNESS the following signatures and seals:

JENI COMPANY

By ORIGINAL SIGNED

STATE OF VIRGINIA AT LARGE

CITY OF WINCHESTER, To-wit:

The foregoing instrument was acknowledged before me this 6th day of December, 1994, by Billy J. Tisinger, who is Vice President, of Jeni Company, a Virginia corporation, on behalf of said corporation.

My commission expires 12-31-1996.

ORIGINAL SIGNED

Jennifer D. Williams

Notary Public

THIS DEED OF GIFT, made this 17th day of November, 1999, by and between JENI COMPANY, a Virginia Corporation, of the one part, hereinafter called the Grantors, and WOODSIDE ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Virginia Corporation, of the other part, hereinafter called the Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other valuable consideration, receipt whereof is hereby acknowledged, the Grantors do grant and convey, with General Warranty and with English Covenants of Title, unto the Grantee, in fee simple, together with all rights of way, privileges and appurtenances thereto belonging, all those certain tracts of land, lying in Opequon Magisterial District, Frederick County, Virginia, in the aggregate 6.98 acres, designated "Open Space" on a plat prepared by S.W. March, Certified Land Surveyor, dated September 19, 1994, which plat is attached to the Deed of Dedication of Woodside Estates Subdivision, which is dated December 6, 1994 and recorded in the Office of the Clerk of Circuit Court of Frederick County, Virginia in Deed Book 831, at Page 1214; and as modified by Boundary Line Adjustment dated March 27, 1997 and recorded in Deed Book 879, at Page 1024 in the aforesaid Clerk's Office; and being a portion of the same property which was conveyed to the Grantor herein by deed from Jasbo, Inc., et al, dated May 24, 1994, and recorded in the aforesaid Clerk's Office in Deed Book 820, at Page 643.

This conveyance is made subject to all legally enforceable restrictive covenants and easements of record, as the same are applicable, affecting the aforesaid realty, including those certain conditions and restrictions set forth in the above reinforced Deed of Dedication.

The Grantee shall have the duty to hold and maintain the above referenced parcel of land for the benefit of all lot owners of Woodside Estates Subdivision.

WITNESS the following signatures and seals:

JENI COMPANY, A Virginia Corporation

By: SIGNATURE ON FILE (SEAL)
Billy J. Tisinger, Vice President

STATE OF VIRGINIA, AT LARGE,

CITY OF WINCHESTER, To-wit:

The foregoing instrument was acknowledged before me this 17th day of November, 1999, by Billy J. Tisinger, as Vice President of Jeni Company, a Virginia Corporation, on behalf of said Corporation.

My commission expires 12/31/2000
SIGNATURE ON FILE
Notary Public