060012286

THIS DEED OF DEDICATION AND DECLARATION OF RESTRICTIONS made and dated this $\frac{23}{4}$ day of June, 2006 by and between ROCK BUILDERS, INC., a Virginia Corporation, hereinafter called the "Declarant", party of the first part, and JOANNE HICKEY TERRELL, party of the second part, JAMES E. THOMSON and JEAN M. THOMSON, husband and wife, parties of the third part; and KEVIN P. REID and KAREN J. REID, husband and wife, parties of the fourth part;

WHEREAS, the Declarant is the owner of all those lots lying and being situate in Back Creek Magisterial District, Frederick County, Virginia shown on final plat of Minor Rural Subdivision on the lands of James Bruce Swing and Dogwood Knoll, L.C., drawn by Gary R. Oates, L.S. signed March 22, 2004, recorded March 22, 2004 attached to the Deed of Dedication dated May 20, 2004 of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 040009283 and those lots described on final plat of Minor Rural Subdivision on the lands of James Bruce Swing and Dogwood Kholl, L.C. drawn by Gary R. Oates, L.S. dated June 3, 2004, signed August 2, 2004 and recorded August 30, 2004 attached to deed of dedication dated August 30, 2004 of record in the aforesaid Clerk's Office as Instrument 0400017417 except for the three lots referenced on Schedule "A" attached hereto, which are owned by the parties of the second, third and fourth part, with all of said lots being the same property conveyed to Rock Builders, Inc. by deed of correction dated February 15, 2005 from James Bruce Swing and Dogwood Knoll, L.C. of record in the aforesaid Clerk's Office as Instrument No. 050020094; and,

WHEREAS, the plats of survey attached to the deeds of dedication dated May 20, 2004 and August 30, 2004 show the dedication of a fifty (50') foot right of way to Route 759 designated as Newell Drive on said plat; and,

WHEREAS, by deed of easement dated June 13, 2006 of record in the aforesaid Clerk's Office as Instrument No. 060011324 the easement for Newell Drive on Pin 83-A-104A, containing 7.419 acres was extended; and,

WHEREAS, the Declarant and the other parties hereto desire to impose restrictions on use of the lots as hereinafter set forth and to impose a road maintenance agreement for the use of said fifty (50') foot right of way known as Newell Drive.

NOW, THEREFORE, THIS DEED OF DEDICATION AND DECLARATION AND RESTRICTIONS. WITNESSETH: that for and in consideration of the premises and benefits which will accrue by reason of these restrictions and road maintenance agreement, the Declarant hereby imposes the following restrictions, assessments and covenants:

The covenants, conditions, reservations and restrictions are intended to be and are hereby constituted covenants real running with the land and each conveyance shall contain these restrictions or incorporate them by reference, to-wit:

The lots that this Deed of Dedication and Declaration of Restrictions are applicable to are all of those lots referenced on the above described Deeds of Dedication dated May 20, 2004 and August 30, 2004, being the same lots conveyed to the Declarant by said Deed of Correction dated February 15, 2005 from James Bruce Swing, et. als., with the subdivision of these lots to be known as Sheridan Estates.

1. <u>LAND-USE</u>: All lots shall be used for residential purposes, however, an individual landowner may maintain an office in his home. The

acreage not around the immediate curtilage of the house may be used for agricultural or forestal purposes subject to the restrictions hereinafter set forth.

- 2. <u>DWELLING HOUSE SIZE REQUIREMENTS</u>: All single-story homes constructed shall have a minimum of 1,800 square feet (inside foundation dimensions) exclusive of basements, porches, patios, balconies, terraces, decks, pools, breezeways and garages, and multi-story structures shall have a minimum of 2,200 square feet, exclusive of basement, porches, patios, balconies, terraces, decks, pools, breezeways and garages.
- 3. <u>BUILDING TYPES</u>: Any garage or carport shall be homogeneous in design to the dwelling. No recreational type camper or trailer shall be parked on any of said lots until such time as a home is built on such lot.
- 4. EXTERIOR OF DWELLING HOUSE AND OTHER

 BUILDINGS. The exterior of any dwelling house or of any outbuilding shall be wood, stone or brick, stucco, synthetic stucco, fiber cement, vinyl or a combination thereof. Declarant reserves the right to allow other exterior building materials that are similar to the above materials and meet the architectural review guidelines.
- 5. FENCES: No fence shall be erected on any of the lots except fences that are constructed of wood, stone, brick, or woven wire. The use of chain link fencing is expressly prohibited, except around a tennis court or swimming pool or dog run. No high tensile or barbed wire fencing is permitted.
- 6. <u>OUTBUILDINGS:</u> Any outbuildings that is constructed shall conform in general appearance, be basically of the same materials as the dwelling house and be in harmony with the dwelling house located on said property.

7. ARCHITECTURAL REVIEW: (a) No building, structure alteration, addition or improvement of any character, other than internal alterations not affecting the external appearance of a building or structure, shall be constructed upon any portion of the land hereby conveyed unless and until plans and specifications for the same shall have been approved in writing by Declarant, or any person, firm, corporation or association which succeeds to, or accepts, assignments of, the rights, interests, and obligations of Declarant then existing herein called "its successors or assigns", or by a landscape architect designated by Declarant, its successors or assigns, as to quality of workmanship and materials, external design and appearance, location with respect to topography and grade elevation, color scheme, the effect of the construction on the outlook from surrounding property and all other factors which will, in its opinion, affect the desirability or suitability of the construction. Buildings, structures and improvements shall be deemed to include, but not be limited to, garages, stables, barns, storage sheds, tennis courts, swimming pools, bathhouses, playhouses, outbuildings, mailboxes, newspaper boxes or receptacles of any type, tool houses, dog houses, fences, walls, signs and dams.

- (b) In the sole discretion of Declarant, the following shall be the general policy of Declarant, its successors and assigns, except in unusual cases:
- (1) In deference to the unique natural beauty of this particular piece of ground, all structures are required to be sited, located, designed and built to blend into their surroundings.
- (2) Exterior colors, hardware and electrical fixtures shall be subject to approval so as to conform to existing or proposed construction.
- 8. <u>CONSTRUCTION TIME FRAME</u>: Once construction commences on any particular single family residence or building the exterior elevations and roofing must be completed within eight (8) months from the

starting date. It is understood that interior refinements may continue indefinitely.

- CLOTHES LINES: Clothes lines or any drying yard shall be so located as not to be visible from the streets serving the premises.
- 10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste, shall be kept in sanitary containers with tops.
- 11. ANIMALS: No animal, livestock, or poultry of any kind shall be maintained on any lot for commercial purposes. Household pets, domestic dogs and cats shall be allowed. Notwithstanding this provision, the maintenance of animals for 4-H projects and personal use shall be allowed so long as they do not exceed 2 in number. All dogs and cats shall be restricted to the lot(s) of their owner and shall not be allowed to roam the subdivision.
- 12. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless located, constructed, and equipped in accordance with the requirements, standards, and regulations of the Frederick County Health Department and State and local ordinances, and unless approval for said system is obtained from the Frederick County Health Department.
- 13. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and local ordinances, and unless approval for said system is obtained from the Frederick County Health Department.
- 14. TRUCKS: No lot shall be used for the parking of trucks of a load capacity of more than eight tons, or tractor/trailers, and no such trucks or tractor/trailers shall be parked on any street in the subdivision. No abandoned motor vehicle will be permitted on any lot or parking area.

A. The said fifty (50') foot right of way, Newell Drive, referenced above is not a part of any public road system and at no time will the County of Frederick accept responsibility for construction, upgrading and/or maintenance of such private access easements.

- 16. EROSION CONTROLS: A. Each lot owner shall keep his lot free of trash, debris and rubbish and shall employ such conservation practices necessary to maintain the prior contour of the land to prevent erosions. Staked bales, earth berms, gravel filters or other means of erosion and sedimentation control shall be employed to assure that offsite erosion and siltation is avoided.
- outdoor lighting shall be fully shielded, meaning that it is shielded or constructed so that all light emitted by the fixture is projected below a horizontal plane running through the lowest part of the fixture from which the light is emitted. A fixture mounted under a canopy or other structure such that the surrounding structure shields the light in the same manner is also considered fully shielded.
- B. The following outdoor lighting does not have to be fully shielded:
 - 1. Incandescent 160 watts or less.
 - 2. Glass tubes, filled with neon, argon or

krypton.

- 3. Fossil fuel.
- 4. Any light source of 50 watts or less.
- C. All outdoor lighting (unless exempted below) shall not exceed 0.5 footcandles measured in the vertical plane on the lot's boundary line.

D. The following outdoor lighting is exempt from the provisions of subparagraph

A. of this paragraph 17.

(1) Construction, agricultural, emergency or holiday decorative lighting, provided that the lighting is temporary and is discontinued within seven (7) days upon completion of the project or holiday for which the lighting was provided and temporary recreational uses that last for no more than two (2) consecutive evenings or cumulatively no more than five (5) evenings in any consecutive twelve (12) month period.

(2) Security lightning controlled by sensors which provides illumination for ten (10) minutes or less, provided that said security lighting, if not fully shielded, shall not be mounted such that the light source is pointed at an angle greater than 45 degrees from the ground below the light fixture and shall not be used as a means to spotlight adjacent properties.

E. No outdoor light fixture, including exempt outdoor lighting, shall be mounted higher than thirty (30) feet above grade.

- 18. <u>RESUBDIVISION</u>: No further resubdivision of any of the lots shall be permitted. Boundary line or other adjustments between adjacent and contiguous lots may be permitted by the Declarant provided that such adjustments do not result in any additional building lots on the properties.
- 19. <u>UTILITIES:</u> The Declarant reserves the right to grant to any public utility company easements, such as telephone, electric, gas, and cable television, for utility service purposes on a strip of land, within each lot, fifteen (15) feet wide, running adjacent to and parallel with all property lines of each lot or within the 50 foot private access easement or right of way, Newell Drive All utilities shall be placed underground unless waived in writing by Declarant. Utilities shall be installed so as to cause minimal land disturbance, including tree

20. <u>USE OF LOT:</u> No lot shall be used in any manner as to constitute a private or public nuisance. No noxious of offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. All improvements on any lot shall be maintained in a safe and sightly condition.

- 21. Activities that create a loud, repetitive, continuous noise shall be deemed nuisances. This shall include use of firearms for target practices or excessive use, continuous riding of a motor cycle, all terrain vehicles or other vehicles for recreation pleasure, or otherwise or any other activity that generates noise similar to the above. Any compost, manure, waste or other storage or activity that produces a strong odor at the property line shall be deemed a nuisance.
- 22. ROAD MAINTENANCE: A. The fifty (50') foot right of way or private access easement known as Newell Drive serving all of these lots as described above and shown on the above reference plats of survey shall be constructed, maintained, repaired and/or upgraded by the owners of the Lots as more particularly provided in subparagraphs (B) (F) of this paragraph, it being understood that the streets and rights of way have not been dedicated to the County of Frederick, or the Commonwealth of Virginia.
- B. Construction and maintenance of the right of way serving the lots shall be vested in the "Road Committee" which shall consist of the Lot owners, inclusive, their heirs, personal representatives, successors and assigns.
- C. Said Road Committee shall have complete authority for making the determination as to what work is necessary for the construction, reconstruction, repair, maintenance and upgrading, including snow removal ("Road

Maintenance") of said roadway and thereby, bind the Lot owners, their heirs, personal representatives, successors and assigns. The Road Committee shall act by majority vote. Each Lot Owner shall only be responsible to share in the costs of Road Maintenance for that portion of Newell Drive that serves as a means of access to the residence on the lot of that Lot Owner or for such other usage that a lot owner makes of all or a portion of said Newel Drive, provided, however, the cost to repair any damage to the roadway within the easement area caused by or incurred during construction of improvements upon any of the lots served by such easement, timbering, agricultural uses, transportation of equipment or other similar intensive use shall be borne solely by the party or parties responsible for such intensive use. The committee shall exercise the function of evaluating the status of the road, Newell Drive, considering the time and extent of improvements, repair, snow removal, maintenance of the adjacent portions of land within the right-of-way and the usage of the said road. It shall have the authority to obtain bids, to enter into contracts, to levy assessments against the lot owners and to maintain appropriate bank accounts for the purposes of collection and disbursement of these monies.

D. The owners of the lots shall be subject to an annual assessment for Road Maintenance as determined by the Road Committee which assessment shall be due and payable by the respective lot owners within thirty (30) days from the date of presentation of such assessment by the Road Committee. In addition thereto, the Road Committee shall have the authority to impose additional assessments (over and above the amount assessment) to cover any additional or unexpected costs of maintenance and repairs hereinbefore provided. Such additional assessment shall be due and payable within thirty (30) days from the date of presentation of such assessment by the Road Committee. Again, no Lot

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Owner shall be assessed for Road Maintenance for any portion of Newell Diffee that does not serve as a means of access from Route 759 to the residence on that Lot.

- E. If any lot owner's assessment is delinquent the lot owner shall be liable for any costs of collection, including reasonable attorney's fees and interest at the legal rate of any delinquency from date of delinquency.
- 1. The annual assessment and additional assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fee was due. The personal obligation shall not pass to his successor in title unless expressly assumed by them, but shall continue as a lien upon said lot as set forth hereinabove.
- 2. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate, and the Road Committee may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.
- 3. The lien of the assessment provided herein shall be subordinate to the lien of any mortgage(s) or deed(s) of trust now or hereafter encumbering any lot. Sale or transfer of any lot shall not affect the assessment

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lien. However, the sale or transfer of any lot which is subject to any mortgage of deed of trust, pursuant to a decree of foreclosure thereof, or a valid Trustee's sale, shall extinguish the lien of such assessment as to payment thereof which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due from the lien thereof.

F. No lot owner shall be charged for road maintenance until a final occupancy permit is issued for a personal residence on the lot and until a final occupancy permit is issued the percentage of shared costs will be changed to reflect that all lots are not contributing to maintenance costs.

The Declarant will pay for the original road construction costs and each lot will not be assessed for the original (first time) road construction costs. All of the lots referenced above and on the above referenced plats have access to said fifty (50°) foot right of way, Newell Drive, and shall use said Newell Drive as the means of ingress and egress to and from Route 759 and the lots that front on Route 759 shall not use Route 759 as a means of access; provided, however, notwithstanding the above, the Declarant reserves the right to waive this provision for any lot fronting on Route 759, in which event that or those lots fronting on Route 759 shall not be subject to these road maintenance provisions.

23. The parties agree that the fifty (50') foot private access easement, or right of way, Newell Drive, as shown on the above described plats shall be a means of ingress and egress to and from the lots and shall be a utility easement to the property of the respective owners of said lots for the purposes of placing or maintaining thereon or thereunder any and all improvements or apparatus, pipes, poles, wires, cables, conduits, and other instrumentalities necessary or needful in and about the transmission, conduction and distribution of electric power, telephone, gas, water, sewer, cable television and other public

utility services.

24. The Declarant reserves the right to amend these restrictions so long as it own any lots, and after the sale of any lot Declarant further reserves the right to impose additional restrictive covenants and restrictions as to the sale and transfer of any remaining lot or lots owned by it and such imposition shall not affect the binding effect of these provisions upon any other lot. 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 Declarant to enforce any covenant or restriction shall not be deemed to be a waiver of the right to do so thereafter as a default occurring prior to subsequent thereto.

with the land and shall be binding upon all future lot others, and those claiming under them, for a period of seven (7) years from date of recordation of this Deed of Dedication and Declaration of Restrictions. Thereafter, these restrictions shall be automatically extended for successive periods of seven (7) years, unless an instrument signed by a majority of the then owners of the lots agreeing to amend the restrictions in whole or in part is recorded in the land records of Frederick County, Virginia prior to commencement of one of said seven (7) year terms. So long as the Declarant owns any lot in this Subdivision and has not commenced construction of any residence thereon these restrictions shall not apply to the lot(s) owned by the Declarant.

26. <u>ENFORCEMENT</u>: The Declarant and any and every person hereafter having any right, title, or interest in any lot shall have the right to prevent or stop violation or attempted violation of any of these restrictions, by injunction

or other lawful procedure, and to recover any damages resulting from such violation.

27. RETENTION OF RIGHTS: Except as to the land use as set forth in paragraph 1 herein, the Declarant reserves to itself the right to alter, waive, amend, delete or add restrictive covenants with regards to this subdivision provided no alterations, waiver, amendments, deletions or addition shall in any manner, impose any additional restrictions or conditions on any lot already sold and conveyed. The right to alter, waive, amend or delete restrictions shall not affect the binding effect of the covenants and conditions upon any other lot.

28. SUCCESSORS TO DECLARANT: After the sale of all of the lots in Sheridan Estates the right and obligations of the Declarant shall be held by such person or persons as duly elected in writing by a majority of the then owners of the lots and such election or notice is filed in the land records of Frederick County, Virginia.

The parties of the second, third and fourth part join in this instrument to agree to the provisions hereof.

Witness the following signatures and seals:

(SEAL)	
KEVIN P. REID	
(SEAL)	
KAREN J. REID	
STATE OF VIRGINIA; AT LARGE	
City/county of Coulze to-wit:	
The foregoing instrument was acknowledged before me, in the	
aforesaid jurisdiction, this Zlow day of, 2006 by Sahng Gun Shim, President of Rock Builders, inc. on behalf of said Corporation.	
Sahng Gun Shim, President of Rock Builders, Inc. on behalf of said Corporation.	
My commission expires 12/2/07	
ыви,	.
andre W. Brandt	
NOTARY PUBLIC	į
CONTROL OF STREET, ATTABER	12.5
STATE OF VIRGINIA; AT LARGE City/county ofto-wit:	1,
· · · · · · · · · · · · · · · · · · ·	*
The foregoing instrument was acknowledged before me, in the	
aforesaid jurisdiction, thisday of, 2000 by Juaning	9
Hickey Terrell.	
My commission expires	
NOTARY PUBLIC	
STATE OF VIRGINIA; AT LARGE	
STATE OF VIRGINIA; AT LARGE City/county of, to-wit: The foregoing instrument was acknowledged before me, in the	
STATE OF VIRGINIA; AT LARGE City/county of, to-wit: The foregoing instrument was acknowledged before me, in the aforesaid jurisdiction, this day of, 2006 by	
STATE OF VIRGINIA; AT LARGE City/county of, to-wit: The foregoing instrument was acknowledged before me, in the	
STATE OF VIRGINIA; AT LARGE City/county of, to-wit: The foregoing instrument was acknowledged before me, in the aforesaid jurisdiction, this day of, 2006 by James E. Thomson and Jean M. Thomson., husband and wife.	
STATE OF VIRGINIA; AT LARGE City/county of, to-wit: The foregoing instrument was acknowledged before me, in the aforesaid jurisdiction, this day of, 2006 by	
STATE OF VIRGINIA; AT LARGE City/county of, to-wit: The foregoing instrument was acknowledged before me, in the aforesaid jurisdiction, this day of, 2006 by James E. Thomson and Jean M. Thomson., husband and wife.	

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STATE OF VIRGINIA; AT LARC City/county of	3E ,to-wit:		0634
The foregoing instru	ment was acknow	wledged before me, in the	
aforesaid jurisdiction, this	day of	, 2006 by Kevin P.	
Reid and Karen J. Reid, husband a		 .	
My commission exp	ires	.	-
	NOTAL	RY PUBLIC	

SCHEDULE "A" TO DEED OF DEDICATION AND DECLARATION OF RESTRICTIONS

- 1. Tax Map No. 83-A-103B conveyed to Joanne Hickey Terrell by deed dated April 28, 2006 from Rock Builders, Inc. of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 06008403.
- 2. Tax Map No. 83-(A)-102B conveyed to James B. Thomson and Jean M. Thomson by deed dated May 1, 2006 from Rock Builders, Inc. of record in the aforesaid Clerk's Office as Instrument No.
- 3. Tax Map No. 83-(A)-102A conveyed to Kevin P. Reid and Karen J. Reid by deed dated June 19, 2006 from Rock Builders, Inc. of record in the aforesaid Clerk's Office as Instrument No.

WRGINIA: FREDERICK COUNTY, SCT.
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with certificate of acknowledgement thereto annexed admitted to record. T imposed by Sec. 58.1-802 of

_, and 58.1-801 have been paid, if assessable

Kebersa P. Hogan , Clerk

AMENDED DEED of DEDICATION and DECLARATION of RESTRICTIONS OWNERS of NEWELL DRIVE

THOMAS R. PALMER DIANA L. PALMER 160 NEWELL DRIVE 5.48 ACRES MIDDLETOWN, VA 22645

RONALD G. McMANUS, JR. KAREN E. McMANUS 180 NEWELL DRIVE 5.13 ACRES MIDDLETOWN, VA 22645

JAMES E. THOMSON JEAN M. THOMSON 214 NEWELL DRIVE 7.03 ACRES MIDDLETOWN, VA 22645

KEVIN P. REID KAREN J. REID 260 NEWELL DRIVE 7.09 ACRES MIDDLETOWN, VA 22645

BRUCE NIELD JOLY NIELD 284 NEWELL DRIVE 9.54 ACRES MIDDLETOWN, VA 22645 LEE N. HOLLAND, SR. CHERYL E. AUSTIN 161 NEWELL DRIVE 8.23 ACRES MIDDLETOWN, VA 22645

JOANNE HICKEY TERRELL 190 NEWELL DRIVE 11.32 ACRES MIDDLETOWN, VA 22645.

BRUCE NIELD
JOLY NIELD
251 NEWELL DRIVE
5.51 ACRES
MIDDLETOWN, VA 22645

JEFFREY F. KLOPP DIANNE L. KLOPP 281 NEWELL DRIVE 7.42 ACRES MIDDLETOWN, VA 22645

EDWARD DWYER KAROL KATRINA OSBORNE 5.40 ACRES MIDDLETOWN, VA 22645

THIS AMENDED DEED of DEDICATION and DECLARATION of

RESTRICTIONS, made and dated this _______ day of December, 2013 by and between Joanne Hickey Terrell, James E. Thomson and Jean M. Thomson, husband and wife, and Kevin P. Reid and Karen J. Reid, husband and wife, parties of the first part, and Thomas R. Palmer and Diana L. Palmer, husband and wife, Lee N. Holland, Sr., and Cheryl E. Austin, Ronald G. McManus, Jr., and Karen E. McManus, husband and wife, Bruce Nield and Joly Nield, husband and wife, Jeffrey F. Klopp and Dianne L. Klopp, husband and wife, and Edward Dwyer and Karol Katrina Osborne, parties of the second part.

WHEREAS, the parties hereto are all owners of those certain tracts of land located in Back Creek Magisterial District, Frederick County, Virginia.

WHEREAS, the parties of the first part never signed the Deed of Dedication and Declaration of Restrictions which is dated June 22, 2006 of record in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, as Instrument Number 060012286 and they desire to be subject to said Instrument.

NOW THEREFORE: That for and in consideration of the premises and the benefits which will accrue, by reason of this Amended Deed of Dedication, the parties hereto add the following tract owners to be bound by the terms of the aforesaid Deed of Dedication and Declaration of Restrictions dated June 22, 2006.

- 1. Joanne Hickey Terrell
- 2. James E. Thomson and Jean M. Thomson
- 3. Kevin P. Reid and Karen J. Reid

By their signatures below the parties hereto acknowledge and agree to the provisions contained in the Dedication and Declaration of Restrictions dated June 22, 2006.

WITNESS the following signatures and seals:

Thomas R. Palmer	///3·//9 date	Diana L. Palmer	1 (3 14 date
Commonwealth of Virginia City/County of	ent was acknowledged	l before me this 13 th day of <u>Jar</u>	wary, 2014
TENA MARIE MA NOTARY PU Commonwealth o Reg. #72300 My Commission Expire	BLIC f Virginia 008 <i>l_{pret} / ,</i> _	Notary Public My Commission Expires: 10/3 Notary Registration #: 723	<i>,</i> '
Lee N. Holland; Sr.	5/2 3/13.19/ date	Cheryl E. Austin Hollandon	1-Holland date 3/13/201
Commonwealth of Virginia City/County of	ent was acknowledge	d before me this <u>13</u> th day of <u>M</u> <u>Xue Au</u> Llood	<u>arch</u> , 20 <u>14</u>
COMMON COME	N GOOD NY PURPLE AND THE PURPLE AND	Notary Public My Commission Expires: 19/ Notary Registration #: 155	30 /2017 127

- 1220 ·

WITNESS the following signatures and seals:

Ronald G. McManus, Jr., O	1014 and 2014	<i>Valua L. THIMONOEX</i> Karen E. McManus	<u>2 37 Jan 14</u> date
Commonwealth of Virginia City/County of Forder Clyvirolota The foregoing instrument was act by Ronald G. McManus, Jr., and Karen E	knowledged be	fore me this <u>27</u> 4 day of <u>Jan</u>	wary_,20 <u>14</u>
TENA MARIE MARKOSKY NOTARY PUBLIC Commonwealth of Virginia Reg. #7230008 My Commission Expires 10,31	1/17	Notary Public My Commission Expires: 106 Notary Registration#: 73	30008
Commonwealth of Virginia City/County of Wirchester/Frederick The foregoing instrument was act by Joanne Hickey Terrell.	m	Joanne Hickey Terrell offore me this May day of De	cember, 2013
TENA MARIE MARKOSK NOTARY PUBLIC Commonwealth of Virginia Reg. #7230008 My Commission Expires 10/3	a l	Jeha Malel Male Notary Public My Commission Expires: 10/e Notary Registration #: 72 =	/ / /

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WITNESS the following signatures and seals:
James E. Thomson date Jean VI. Thomson date
Commonwealth of Virginia
City/County of Frederick, To-wit:
The foregoing instrument was acknowledged before me this 13 day of January, 2014
by James E. Thomson and Jean M. Thomson.
TENA MARIE MARKOSKY NOTARY PUBLIC Commonwealth of Virginia Reg. #7230008 My Commission Expires 10/31/17 My Commission Expires 10/31/17 My Commission Expires 10/31/17 My Commission Expires: 10/31/17 Notary Registration #: 72 3000 8 Bruce Nield Joly Nield Joly Nield Joly Nield
Commonwealth of Virginia City/Gounty of Windustell, To-wit: The foregoing instrument was acknowledged before me this 2014 day of Ward, 2014 by Bruce Nield and Joly Nield.
Motary Public My Commission Expires: 09/30/2017 Notary Registration #: 153127 COMMISSION EXPIRES 9/30/2017

WITNESS the following signatures and seals:

Kevin P. Reid 2/6/14 Cate	Karenfreid 2/6/14
	Teatons, Testay
Commonwealth of Virginia City/County of <u>Wuchleter</u> , To-wit: The foregoing instrument was acknowledged be by Kevin P. Reid and Karen J. Reid.	efore me this 6th day of <u>February</u> , 2014
S COMMISSION ENDINES IN STATE OF THE STATE O	Notary Public My Commission Expires: 09/30/2017 Notary Registration #: 153127
Jeffrey F. Klopp date	Dianne L. Klopp 3/u/14 Dianne L. Klopp date
Commonwealth of Virginia City/Gounty of <u>Huckestle</u> , To-wit: The foregoing instrument was acknowledged by Jeffrey F. Klopp and Dianne L. Klopp.	efore me this <u>/ M</u> day of <u>March</u> , 20 <u>14</u>
RIN 6000 RY PUBLISHED TO SERVICE STATE OF THE SERVICE	Notary Public My Commission Expires: 9/30/2017 Notary Registration #: 153127

HOSIGN NECONO WITNESS the follow	OHUNES OHOON, The serving signatures and serving signatures and serving signatures.	of time of AMESE THOMSON als: Jan E- II	0023
Edward Dwyer	date	Karol Katrina Osbome	date
Commonwealth of Virginia City/County of			20
The foregoing instru by Edward Dwyer and Karol	_	ged before me this day of	,20
	٠,	Notary Public My Commission Expires: Notary Registration #:	

VIRGINIA: PREDERICK COUNTY.SCI.
This instrument of writing was produced to me on

04-03-2014 at 10:37 A-M. and with certificate acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of

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

Rebecca P. Hogan, Clerk



OFFICIAL RECEIPT FREDERICK COUNTY CIRCUIT COURT 5 N. KENT STREET WINCHESTER, VA 22601 540-677-5770

DEED RECEIPT

DATE: 04/03/14 TIME: 10:37:47 ACCOUNT: 069CLR140002421 RECEIPT: 140 CASHIER: EAB REG: WE17 TYPE: AMEND PAYMENT: FULL PAYMENT INSTRUMENT : 140002421 BOOK: PAGE: RECORDED: 04/03/14 GRANTOR: TERRELL, JOANNE HICKEY GRANTEE: TERRELL, JOANNE HICKEY AND ADDRESS : , .	AT 10:37 CO
RECEIVED OF : JAMES E THOMSON/COUNTER	
CHECK: \$22.00	
DESCRIPTION 1: B C DIST {AMENDED DEED OF DEDICATION} PAGES:	6 OP 0
	0
CONSIDERATION: .00 A/VAL: .00 MAP:	
PIN:	
301 DEEDS 14.50 145 VSLF	1.50
106 TECHNOLOGY TRST FND 5.00 442 TRANSFERS TO 113/31	1.00
TENDERED :	22.00
	22.00
CHANGE AMT :	.00

CLERK OF COURT: REBECCA P. HOGAN

PAYOR'S COPY RECEIPT COPY 1 OF 2