

**SECOND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
KENWICK PLACE**

RECITALS

The Association and the Owners of Lots within Kenwick Place Homeowners Association are the fee simple owners of certain real property located in Roanoke County, Virginia (the "Property"), as described in the Declaration of Covenants, Conditions and Restrictions for Kenwick Place Homeowners Association, as amended (the "Declaration") said Declaration was initially recorded in 1983, at Deed Book 1200 and Page 995 in the Circuit Court of Roanoke County, and subsequently amended in 1984.

The Association and the Lot Owners deem it desirable, for the efficient preservation of the values and amenities of the community, to amend the Declaration previously recorded with regard to the Property. Nothing in this Second Amendment is intended to, or should be construed to, impair rights, priorities, remedies or interest of any Mortgagee. All parties intend that this Second Amendment shall run with, burden and bind the Property as described in the Declaration.

Section 55-515.1 of the Code of Virginia provides for amendment of a declaration by two-thirds (2/3) vote of the owners, unless this declaration provides for a larger majority. The Declaration provides for a process for amendment in Article XII, Section 1.

The undersigned have agreed and approved the amendment to the Declaration as set forth below.

Accordingly, the Declaration is hereby amended in the following manner:

1. Delete Article I, Subsection (c) in its entirety and replace it with the following new Article IV, Section 5, Subsection (c):

Tax Map Nos.: 087.09-04-01.01-0000; 087.09-07-13.00-0000; 087.09-07-13.01-0000

"(c) "Common Areas" shall mean the areas to be maintained, repaired or replaced by the Association, which shall include all Association owned Property and portions of the exterior of all Lots. The portion of the Lots to be maintained by the Association shall include the lawns, shrubbery and landscaping, as installed by the Association (and includes any issues of erosion or landslide), electrical connections and wiring on the supply side of the electric meter, sewer and water lines from the point they exit the structure on any Lot, parking areas, cut-outs, driveways, roads and curbs, retaining walls and exterior termite control. It is intended that the interior and exterior of structures on each Lot shall be maintained by the individual Lot Owner with the exterior obligation to include walls, trim, roof, dormers, skylights, windows, window screens, window mullions, doors, gutters and downspouts, exterior painting and caulking, decks, railings, door lights, patios, balconies, porches, sidewalk and sidewalk lighting, steps and stairs, trash can enclosures and any exterior Lot modifications by the homeowner, including, but not limited to, curb modification to driveway and/or parking areas. A summary of the obligations of the Association and of the Lot Owners regarding their respective duties to maintain, repair or replace is attached as Exhibit A.

2. Article I, Subsection (g) shall be amended as follows:

The term "Unit Owner" shall be replaced by "Lot Owner."

3. Article I, Subsection (i) shall be deleted and amended as follows:

"Lot" shall mean and refer to any portion of the Property designed and intended for individual ownership and use as a single-family residence, and as further defined by the Virginia Property Owners' Association Act.

4. Article II, Section 1, Section 2(a); Article IV, Section 1; Article V, Section 1, Section 2, Section 3(a), Section 5(b), Section 5(c), Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12(c), Article VI, Section 1, Section 2, Section 3,

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Section 4, Section 6, Section 7; Article VII, Section 2, Section 3, Section 4, Section 5; Article VIII, Section 1(c), Section 2; Article IX; Article X; Article XI, Section 1; and Article XII, Section 1, Section 2, shall be amended as follows:

The term "Unit" shall be removed and replaced with the term "Lot."

5. Article IV, Section 1, shall be amended by the addition of the following language:

In addition, each Owner shall enjoy an easement of access to roofs of adjoining homes on neighboring lots for the purpose of gaining access to their own walls or roofs in order to maintain them.

6. Delete Article IV, Section 5 in its entirety and replacing it with the following new Article IV, Section 5:

"Section 5. Obligations of the Association. The Association shall:

- (a) Operate and maintain, for the use and benefit of all members of the Association, all Association Property, easements and facilities and maintain all Common Maintenance Areas.
- (b) Maintain, reseed and mow the grass and repair dead or destroyed landscaping in the Association Property and Common Maintenance Areas as deemed appropriate by the Board of Directors.
- (c) Hire a professional manager to perform all functions of operation and management of the Association Property and Common Maintenance Areas on behalf of the Association.
- (d) Shall require any destroyed improvements on Association Property and Common Areas, and any landscaping and decorative items to be reconstructed in the same architectural, engineering, design, including paint colors, and in the same manner as originally constructed.

- (e) Prohibit any additional improvements or alterations on Association Property, Common Areas, and on the exterior portions of Lot which are to be maintained by the Lot Owner, except as approved by the Board of Directors.
- (f) Prohibit any construction whatsoever, other than to maintain or reconstruct any improvement installed by Developer on Association Property and Common Areas or to reconstruct or maintain those structures for which the Lot Owner has the obligation of maintenance, repair and reconstruction, except as approved by the Board of Directors.
- (g) Have no rights to change any original architectural designs except as approved by the Board of Directors."

7. Delete Article V, Section 5, Subsection (c) in its entirety and replacing it with the following new Article V, Section 5, Subsection (c):

- (c) Reserves. The Board of Directors shall establish and maintain an adequate reserve for working capital and contingencies and an adequate reserve for replacement of all facilities for the Common Areas, which such reserve shall be collected as part of the annual assessment as hereinbefore provided. All funds accumulated for reserves shall be kept in a separate bank account segregated from the general operating funds; and, if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in separate bank accounts, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where emergency requires an expenditure to prevent or minimize loss from damage to, or deterioration of, the Common Areas, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Association. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may, at any time, levy a further assessment in accordance with the provisions hereof, which such assessment may

be payable in a lump sum or in installments as the Board of Directors may determine.”

8. The Declarations are further amended by adding Article V, Section 13, as follows:

“Section 13. Special Adjustment to Reserves and Assessments.

As a result of the changes in obligations of maintenance, repair and replacement between the Association and the Lot Owners contained in the Second Amended Declaration, the Board of Directors shall make a one-time review of Operating and Capital Budgets to determine if the current monthly assessment structure can be reduced. A new budget shall be reviewed and approved by the Board of Directors within ninety (90) days of execution of this document. Notice of the new budget shall be distributed to Lot Owners in writing.

9. Article VI, Section 1, shall be amended by the addition of the following language:

In the event that any Owner fails to comply with the foregoing, the Association shall be entitled to seek injunctive relief, monetary damages, and any other legal recourse available under these covenants and the law in order to enforce the covenants, bylaws, rules and regulations of the Association. The Association shall further be entitled to recover its legal fees and costs incurred in such an enforcement action.

10. Article VI, Section 2, shall be amended by the addition of the following language, to be inserted at the end of the first paragraph:

Owners shall be required to maintain the exteriors of the structures on their lots, keeping them in good and orderly fashion, including but not limited to the condition of the painted areas, siding, shingles, visible or displayed window mullions in the front and side windows. Failure to comply with this provision shall entitle the Association to initiate legal or equitable action to seek compliance, including the authority to enter

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on the property and effect the necessary repairs or maintenance, applying the cost of any such action to the account of the noncompliant owner to be treated as an assessment against the Lot. Further, the Association shall be entitled to recover its legal fees and costs incurred.

11. Article VI, Section 2, shall be amended by the deletion of its final sentence and its replacement by the following:

All Common Areas shall be maintained by the Association, and the exteriors of all structures on the Lots shall be maintained by the Owners, as set forth in these covenants.

Certification on following page.

Certification

The President of the Association, by his/her signature hereto, certifies that the requisite two-thirds (2/3) majority of the Lot Owners have signed an instrument approving the foregoing Second Amendment to the Declaration, attached hereto as Exhibit B.

WITNESS the following signature and seal.

KENWICK PLACE HOMEOWNERS ASSOCIATION, INC.

By: MICHAEL L. ROBINSON *Michael L. Robinson, Pres.*
President (Printed Name/Signature)

STATE OF VIRGINIA

COUNTY OF ROANOKE, VIRGINIA to-wit:

The foregoing Declaration was acknowledged before me, a Notary Public, on this 12 day of June, 2010 by Michael L. Robinson, President of Kenwick Place Homeowners Association, Inc., on behalf of said Association.

Desiree Kalafut

Notary Public

My commission expires: March 31, 2014

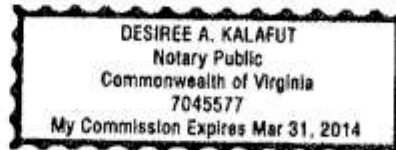


EXHIBIT A

Description	Association	Lot Owners
All items pertaining to inside structure.		√
All items pertaining to the outside structure to include outside walls, outside trim, roof, windows, window mullions, window screens, doors, gutters, downspouts, chimney and power washing.		√
Exterior painting and caulking.		√
Decks, railings, door lights, patios, balconies and porches.		√
Sidewalks, sidewalk light, steps and stairs.		√
Trash can enclosures.		√
Outside sewer and water lines to County access.	√	
Shrubby installed by the Association, grass and wooded areas, tree pruning and tree topping on front and sides, if installed by Association.	√	
All "Association Property", including but not limited to the meadow land, the circle of land at the cul-de-sac, the upper connecting land at the end of the cul-de-sac.	√	
Exterior of all lots to include erosion and landslides.	√	
Parking areas, cut-outs, private roadway and curbs.	√	
Street lights.	√	
Mailbox kiosks.	√	
Gazebo.	√	
Street signs.	√	
Front entrance structure, grounds, lighting and irrigation system.	√	
Lawn care – fertilizing, mulching, mowing, weeding, leaf removal. Also includes periodic maintenance of common areas, such as the hillside and Meadow.	√	
Exterior termite control.	√	
Snow removal and ice treatment of roads, parking areas, sidewalks and front stoops, as deemed appropriate by Board of Directors.	√	
Existing retaining walls in rear of homes.	√	
Managing/enforcing approved governing documents.	√	

Exhibit B

The following owners of lots within the Kenwick Place Homeowners Association, Inc., hereby indicate their approval of the Second Amendment to the Declaration:

OWNER	LOT
<u>David E. Mauts</u>	<u>3741</u>
<u>Suzanne D. Smith</u>	<u>3767</u>
<u>Marcia Bassett</u>	<u>3767</u>
<u>Jane Evans</u>	<u>3764</u>
<u>D. L. Williams</u>	<u>3792</u>
<u>John Costa</u>	<u>3757</u>
<u>Carolyn F. Allen</u>	<u>3750</u>
<u>Eugene Kerek</u>	<u>3752</u>
<u>Mary Beth Shook</u>	<u>3786</u>
<u>Betty Williams</u>	<u>3792</u>
<u>Kathryn H. Bush</u>	<u>3760</u>
<u>Manama M. Borek</u>	<u>3739</u>
<u>Delene Grant</u>	<u>3775</u>

OWNER

LOT

Mosimo P. Nomak

3763

Don Barnhart

3743

Cynthia Bankt

3743

Sheela Costa

3757

Jeanine Cozza

3778

Barbara Sturley

3751

Shearer Ramsey

3727

Barbara Sink

3754

Anne Marshall Gillespie

3781

Maureen L. Robins

3779

Claudia Beel

3784

[Signature]

3772

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Exhibit B

The following owners of lots within the Kenwick Place Homeowners Association, Inc., hereby indicate their approval of the Second Amendment to the Declaration:

OWNER

LOT

Cooper R. Washin

3777

Mary K. Puetter

3777

Wanda G. Chittum

3776

David David

3763

Harold C. Chittum

3776

PARCEL I

BEGINNING at 1, a point at the northwest corner of Lot 22, Block RR, Section 15, Penn Forest, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 9, page 139; thence leaving the said Lot 22 and with the following four new division lines through the property of Region Properties, Inc.: N. $42^{\circ} 23' 10''$ W. 528.55 feet to 2; thence N. $3^{\circ} 28' 00''$ E. 309.26 feet to 3; thence N. $89^{\circ} 39' 41''$ E. 1013.89 feet to 4; thence S. $17^{\circ} 25' 00''$ E. 392.40 feet to 5; thence another new division line through the property of Region Properties, Inc., S. $34^{\circ} 18' 36''$ W. 222.82 feet to 6, a point corner to the northeast corner of Lot 29, Block RR, Section 15, Penn Forest; thence with the northern line of Block RR, Section 15, Penn Forest, S. $62^{\circ} 51' 30''$ W. 292.03 feet to 7; thence continuing with same, S. $77^{\circ} 32' 32''$ W. 118.03 feet to 8; thence still continuing with same, N. $85^{\circ} 08' 21''$ W. 150.61 feet to 9; thence continuing with same, S. $89^{\circ} 43' 22''$ W. 142.92 feet to 1, the place of BEGINNING, containing 15.225 acres according to a plat dated October 13, 1981, made by Buford T. Lumsden & Associates, P.C., Certified Land Surveyors.

PARCEL II

BEGINNING at a point, being the northwest corner of Lot 4, Block VV, Section 17, Penn Forest, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 9, page 246; thence leaving Lot 4 and with the property of Region Properties, Inc., N. $18^{\circ} 28' 00''$ W. 51.47 feet to 4; thence N. $57^{\circ} 47' 32''$ E. 80.61 feet to 5; thence with a curve to the left, the radius of which is 217.68 feet and the chord bearing and distance of which is N. $51^{\circ} 54' 56''$ E. 44.56 feet, an arc distance of 46.53 feet to a point on the western side of Penguin Drive, S.W.; thence with the same, S. $38^{\circ} 57' 40''$ E. 85.44 feet to a point on same, corner to Lot 4 aforesaid; thence with a curve to the left, the radius of which is 25.00 feet and the chord bearing and distance of which is N. $83^{\circ} 33' 23''$ W. 35.10 feet, an arc distance of 38.92 feet to a point; thence continuing with the northern line of Lot 4 and with a curve to the right, the radius of which is 267.68 feet and the chord bearing and distance of which is S. $54^{\circ} 49' 10''$ W. 27.74 feet, an arc distance of 27.75 feet; thence S. $57^{\circ} 47' 32''$ W. 92.84 feet to the place of BEGINNING, and shown as a 50 foot private roadway easement (Enlargement "B") on the Plat of Section No. 17, Penn Forest, dated March 31, 1983, and of record in the Clerk's Office aforesaid in Plat Book 9, page 246.

PARCEL III

BEGINNING at a point at the northwest corner of Parcel II hereinabove described; thence leaving Parcel II and with the remaining property of Region Properties, Inc., N. 18° 28' 00" W. 224.05 feet to a point; thence N. 54° 32' 20" E. 46.60 feet to a point corner to Lot 7, Block WW, Section 17, Penn Forest, of record in the Clerk's Office of Roanoke County, Virginia, in Plat Book 9, page 246; thence with Lot 7, S. 32° 26' 20" E. 219.35 feet to a point on the north side of Parcel II; thence with same and with a curve to the right, the radius of which is 217.68 feet and the chord bearing and distance of which is S. 55° 08' 34" W. 20.11 feet, an arc distance of 20.11 feet to a point on same; thence continuing with same S. 57° 47' 32" W. 80.61 feet to the place of BEGINNING, containing 0.361 acres, as shown on a plat of survey dated October 27, 1983, made by Buford T. Lumsden & Associates, P.C., Engineers and Surveyors.

The above Parcels I, II and III being a part of the property conveyed to Region Properties, Inc. by F.S.P. Corporation by deed dated March 5, 1979, of record in the Clerk's Office aforesaid in Deed Book 1116, page 440.

INSTRUMENT #201008113
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
JULY 26, 2010 AT 08:21AM

STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS



OFFICIAL RECEIPT
ROANOKE COUNTY CIRCUIT COURT
305 EAST MAIN ST
SALEM, VA 24153
540-387-6205

DEED RECEIPT

DATE: 07/26/10 TIME: 08:23:57 ACCOUNT: 161CLR201008113 RECEIPT: 10000014505
CASHIER: FRS REG: R068 TYPE: REST PAYMENT: FULL PAYMENT
INSTRUMENT : 201008113 BOOK: PAGE: RECORDED: 07/26/10 AT 08:21
GRANTOR: KENWICK PLACE EX: N LOC: CO
GRANTEE: KENWICK PLACE HOMEOWNERS ASSOCIATION EX: N PCT: 100%
AND ADDRESS : ROANOKE COUNTY
RECEIVED OF : CHADWICK
CHECK: \$35.00 95814
DESCRIPTION 1: RESTRICTIONS PAGES: 15 O/P 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 28.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 35.00
AMOUNT PAID: 35.00
CHANGE AMT : .00

CLERK OF COURT: STEVEN A. MCGRAW

PAYOR'S COPY
RECEIPT COPY 1 OF 2

Exhibit B

The following owners of lots within the Kenwick Place Homeowners Association, Inc., hereby indicate their approval of the Second Amendment to the Declaration:

OWNER	LOT
<u>David E. Jants</u>	<u>3741</u>
<u>Sue Dent</u>	<u>3767</u>
<u>Marcia Bassett</u>	<u>3767</u>
<u>Jane Evans</u>	<u>3764</u>
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<u>John Costa</u>	<u>3757</u>
<u>Carolyn F. Allen</u>	<u>3750</u>
<u>Edene Kerek</u>	<u>3752</u>
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<u>Betty Williams</u>	<u>3792</u>
<u>Kathryn H. Bush</u>	<u>3760</u>
<u>Manama McBeck</u>	<u>3739</u>
<u>Delen Grant</u>	<u>3775</u>

OWNER

LOT

Mosima P. Nomak

3763

Don Barnhart

3743

Cynthia Bankt

3743

Shela Costa

3757

Jeanine Cozza

3778

Barbara Sturley

3751

Shearer Ramsey

3727

Barbara Sunde

3754

Anne Marshall Gillespie

3781

Michelle L. Robison

3779

8628

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KENWICK PLACE

THIS DECLARATION, dated as of December 9, 1983, by
REGION PROPERTIES, INC., a Virginia corporation, hereinafter
referred to as "Developer," recites and provides:

RECITALS

WHEREAS, the Developer is the fee simple owner of certain
real property located in the County of Roanoke, Virginia, as
described in Exhibit "A", attached hereto and made a part hereof
(the "Property"), and desires to develop therein a residential
community (the "Community"), together with common lands (the
"Common Lands") and facilities for the benefit of the Community; and

WHEREAS, the Developer desires to provide for the
preservation of the values and amenities in the Community and for the
maintenance of such common lands and facilities, and to this end,
desires to subject the Property and the Common Areas to the
covenants, restrictions, easements, charges and liens (hereinafter
referred to collectively as the "Restrictions") as hereinafter set forth
for the benefit of the Common Areas and the Property and each owner
thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Community facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated, or intends to incorporate, under the laws of the Commonwealth of Virginia, as a non-profit corporation, THE KENWICK PLACE HOMEOWNERS ASSOCIATION for the purpose of exercising the functions aforesaid; and

WHEREAS, the Developer desires that the Restrictions shall run with, burden and bind the Property and the Common Areas.

DECLARATION

NOW, THEREFORE, the Developer hereby declares the Property and the Common Areas are and shall be held, transferred, sold, conveyed, occupied and used subject to the provisions of the Restrictions hereinafter set forth, for and during the period of time hereinafter specified.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Kenwick Place Homeowners Association, its successors and assigns.

(b) "Board" shall mean and refer to the Board of Architectural Review charged with the approval of any improvements, alterations and additions to the Units under the provisions of Article VI hereof.

(c) "Common Areas" shall mean all portions of the Property other than the Units. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association, as herein defined, and are not dedicated for use by the general public.

(d) "Developer" shall mean and refer to Region Properties, Inc., a Virginia corporation, any successors or assigns.

(e) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1, of this Declaration.

(f) "Mortgage" shall mean and refer to any mortgage, deed of trust or similar instrument encumbering a Unit as security for the performance of any obligation.

(g) "Owner" or "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(h) "Property" shall mean and refer to the Property and all additions thereto, as are subject to this Declaration or any

supplemental declaration recorded under the provisions of Article III hereof.

(i) "Unit" shall mean and refer to any portion of the Property designed and intended for individual ownership and use as a single-family residence.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit shall be a Member of the Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member, unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit.

Section 2. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Unit Owners (with the exception of the Developer) and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

(b) Class B. The Class B member shall be the Developer and shall be entitled to a total number of votes equal to the total number of votes of all Class A members plus one, so that the

Developer will have a number of votes equal to a majority of the total votes of all members of the Association. The Class B membership shall cease and terminate at such time that the Developer has no rights or interest in the Property but shall, in any case, terminate on the tenth (10th) anniversary of the date of this Declaration.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description. The real property subject to this Declaration is all that property located in the County of Roanoke, Virginia, as described in Exhibit "A", attached hereto and made a part hereof.

Section 2. Additions to the Property by the Association. Additional land may be annexed to the Property by the Association pursuant to the vote of two-thirds (2/3) of the Class A membership and the assent of the Class B membership, if any, at a meeting duly called for such purpose. Such annexation shall not be effective without the filing for record in the Clerk's Office of the Circuit Court of the County of Roanoke, Virginia, of a supplemental declaration with respect to such additional land.

Section 3. Additions to the Property by Developer. Notwithstanding the provisions of Section 2 of this Article III, if the Developer, while still a Class B member, should develop additional lands contiguous to or in the proximate vicinity of the Property, such additional lands may be annexed to the Property at any time prior to the expiration of ten (10) years from the date of this Declaration without the assent of the Class A members by filing for record in the

aforesaid Clerk's Office a supplemental declaration with respect to such additional land.

Section 4. Mergers. Upon a merger or consolidation of the Association with another similar association, its properties and/or rights to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger; provided, however, that such merger shall have been approved by the vote of two-thirds (2/3) of the Class A membership and the assent of the Class B membership, if any, at a meeting duly called for such purpose. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

Section 5. Other Additions. Upon approval in writing of the Association pursuant to a vote as provided for in Section 2 of this Article III, the owner of any property who desires to add it to the scheme of this Declaration and subject it to the jurisdiction of the Association may file for record in the aforesaid Clerk's Office a supplemental declaration effecting the same.

Section 6. Effect of Annexation. In the event that any additional lands are annexed to the Property pursuant to Sections 2, 3 or 5 of this Article III:

(a) Such additional lands shall be considered within the definition of the Property for all purposes of this Declaration; and

(b) All voting of each class of the membership of the Association and all voting by the Owners hereunder shall be aggregated, it being intended that (i) any voting requirements need not be fulfilled separately for the real property described in a supplemental declaration; and (ii) any Class B member shall have a majority of the votes of the Association.

Section 7. Contraction of the Property. At any time, and from time to time, as long as the Developer owns any portion of the Property, the Developer shall have the right to remove portions of the Property and the Common Areas from the plan of development and the covenants, conditions and restrictions set forth in this Declaration by filing for record in the aforesaid Clerk's Office a supplemental declaration; and the land described therein shall not be included as a portion of the Property or the Common Areas for any purpose whatsoever, and the Unit Owners and the Association shall have no rights or interest therein.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owner's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Unit.

Section 2. Title to Common Areas. The transfer of title and control and maintenance responsibilities of common areas and common facilities to the Association shall take place no later than at such time as the Developer transfers legal or equitable ownership of at least fifty per cent (50%) of the lots within the subdivision to purchasers of such lots ^{or} no later than two years from the date the Developer sells its first lot within the subdivision, whichever event shall occur first. The transfer herein required of the Developer shall not exonerate it from the responsibility of completion of the Common Areas and facilities once the transfer takes place.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights of the Association to borrow money for the purpose of improving the Common Areas and, in aid thereof, to mortgage the property it owns; and the rights of such mortgagee in such properties shall be subordinate to the rights of the Owners hereunder; provided, however, that no such borrowing or mortgaging shall be made unless approved by the vote of two-thirds (2/3) of the Class A membership and the assent of the Class B membership, if any, at a meeting duly called for such purpose; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association to suspend the enjoyment rights of any Member in the recreational facilities for any period during which any assessment remains unpaid, and for any period not

to exceed sixty (60) days for any infraction of its published Rules and Regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and

(e) The right of the Association to dedicate or transfer all or any part of its interests in the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members; provided, that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and the Class B membership, if any, agreeing to such dedication, transfer and purpose of condition has been recorded; and, provided, further, that the County of Roanoke shall not now, or at any future time, have the responsibility, duty or obligation to construct, reconstruct, maintain or accept any of the streets located in the Property; and

(f) The right of the Developer prior to the conveyance of the fee interest in the Common Areas to the Association, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, septic tanks, drainage, gas, electricity, telephone and other utilities; and

(g) The right of the Association to adopt rules and regulations governing the use by the Owners of the Common Areas.

Section 4. Delegation of Use. Any Owner may delegate his rights of enjoyment of the Common Areas and facilities to the members of his family, tenants or contract purchasers (and members of the family of any tenant or contract purchaser) who reside on the Property or to such other persons as may be permitted by the Association.

Section 5. Obligations of the Association. The Association shall:

(a) Operate and maintain for the use and benefit of all Members of the Association all Common Areas and facilities and improvements developed thereon including, without limitation, the roads, streets, drainage structures and area lighting; and

(b) Maintain and mow the grass and replace all dead or destroyed landscaping on the Units and the Property; and

(c) Utilize professional management to perform and/or otherwise satisfy these obligations, it being the declared intention of the Association to maintain and care for the Units from the inside walls of the residences constructed thereon out. The obligation to maintain and care for the exterior of the Units does not, however, include repair or restoration after damage or destruction by fire or other casualty. Maintenance and care of the inside walls, windows and glass surfaces and the remainder of the interior of the residences on the Units shall be the responsibility of the Unit Owner.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for itself and its successors or assigns, and for each Unit, hereby covenants, and each Owner of any Unit by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the unit and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Property at the time the assessment falls due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title (other than as a lien on the unit) unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Unit Owners, for the improvements and maintenance of the Common Areas and unit exteriors and for services and facilities devoted to this purpose and to the use and enjoyment of the Common Areas,

including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof and for operating reserve funds and reserve funds for repair and replacement of unit exteriors, the Common Areas and facilities thereon.

Section 3. Basis and Maximum of Annual Assessments.

(a) An initial payment, in addition to all assessments, of FORTY-FIVE DOLLARS (\$45.00) for each Unit shall be payable by the initial Owner of each Unit, other than the Developer, at the closing of the sale of each Unit by the Developer. Commencing with the conveyance of the first Unit from the Developer to an Owner and until changed by the Board of Directors as herein provided, the annual assessment imposed upon each Member of the Association shall be FIVE HUNDRED AND FORTY DOLLARS (\$540.00) per Unit owned by such Member. The annual assessment may be collected monthly or quarterly as the Association may determine and may be increased as hereinafter provided in Section 4 of this Article V.

(b) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year in an amount below the maximum annual assessment hereinabove set forth in Section 3(a), as the same may be increased pursuant to Section 4 of this Article V; provided, that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain and operate the Common Areas, facilities

and unit exteriors and to provide reserves for the operating, repair and replacement of the Common Areas and facilities.

Section 4. Change in Maximum of Annual Assessments.

The Board of Directors of the Association may, without a vote of the Members of the Association, prospectively increase the maximum of the annual assessments fixed by Section 3(a) hereof to an amount which is the greater of (i) twenty-five per cent (25%) above the annual assessments for the previous year, or (ii) the annual assessment fees stated in Section 3(a) of this Article V. The Association may prospectively increase the maximum of the assessments above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Determination of Annual Assessments.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Preparation and Approval of Budget. Each year, on or before December 1, the Board of Directors shall adopt a budget containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Areas and unit exteriors and the cost of wages, materials, insurance premiums, services, supplies and other expenses and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide

working capital, a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the common expenses payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's assessment as hereinbefore provided.

(c) Reserves. The Board of Directors shall establish and maintain an adequate reserve for working capital and contingencies and an adequate reserve for replacement of all facilities for the Common Areas, including unit exteriors, which such reserve shall be collected as part of the annual assessment as hereinbefore provided. All funds accumulated for reserves shall be kept in a separate bank account segregated from the general operating funds; and, if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from damage to, or deterioration of, the Common Areas, including unit exteriors, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Unit Owner's Association. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may, at any time, levy a further assessment in accordance with the provisions hereof, which such assessment may be

payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors determines the Association may lose its tax exempt status due to such balance, the balance shall be returned on an equal basis to all Members who are current in the payment of all assessments due to the Association.

(d) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined; and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(e) Accounts. Except as otherwise provided, all sums collected by the Board of Directors with respect to assessments against the Owners may be commingled into a single fund but shall be held for each Owner in accordance with his votes in the Unit Owner's Association.

Section 6. Special Assessments For Capital Improvements and Operating Reserves. In addition to the annual assessments authorized by Section 3 of this Article V, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each Unit) applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital

improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, and for operating the Common Areas, for which purposes a reserve fund does not exist or is not adequate; provided, that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments as to any Unit shall commence on the conveyance of such Unit from the Developer to an Owner and shall be due and payable thereafter on the first day of each calendar month thereafter unless the assessments are required by the Board of Directors to be paid quarterly, in which event they shall be due and payable thereafter on the first day of January, April, July and October. The due date of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. In the event of any change in the annual assessment as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association,

setting forth whether said assessment has been paid or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association.

If any assessment is not paid on that date when due, as specified herein, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, become a lien on the Unit, which such lien shall bind such Unit in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successor in title (other than as a lien on the land) unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of fifteen per cent (15%) per annum; and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and, in the event a judgment is obtained, such judgment shall include interest on the assessments above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No Owner of a Unit may waive or otherwise escape liability

for the assessments provided for herein by non-use of the Common Areas or abandonment of his or its Unit.

Section 10. Subordination of the Lien to First Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Unit. Sale or transfer of any Unit shall not affect the assessment lien; however, the sale or transfer of any Unit by foreclosure of any first mortgage on the Unit, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. No Alienation of Units. No Owner shall be

permitted to convey, mortgage, hypothecate, sell, lease, give or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Association all unpaid assessments against his Unit, except as otherwise specifically provided herein. The Association shall promptly furnish to any Unit Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Unit Owner is then obligated for any outstanding assessments previously levied against such Unit and the amount, if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to promptly furnish such a statement in such

circumstances shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association and every Unit Owner.

Section 12. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein;

(a) All properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use; and

(b) All Common Areas; and

(c) All Units owned by the Developer and not leased to third persons; and

(d) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Virginia, except any such property used for dwelling purposes.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. The Board. No modification, alteration or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Unit, shall be undertaken on any Unit unless and until a plan of such construction or alteration shall have been approved in writing by the Board. No Owner shall paint or alter the exterior of his Unit, including the doors and windows, except in accordance with the provisions hereof. The plan submitted to the Board for approval shall include the construction plans and/or specifications, including

all proposed improvements. No construction shall be commenced and no Unit shall be modified except in accordance with such plan or a modification thereof that has also been approved by separate application.

Approval shall be granted or denied by the Board based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the effect of the construction on the outlook from surrounding property and Units and all other factors which in the sole opinion of the Board will affect the desirability or suitability of the construction.

The Board shall consist of three (3) members; and the initial Board members shall be: Steven S. Strauss, James A. Beavers and Edward L. Corson, II. The members of the Board shall be appointed by the Developer until the Developer has no further interest in the Property, at which time the appointments shall be by the Board of Directors of the Association. Until all members of the Board have been appointed, all powers of the Board shall be vested in the Developer.

The Board shall establish uniform procedures for the review of the applications submitted to it. These procedures shall provide (i) the time and place of meetings of the Board, (ii) the submission and review procedure, and (iii) the review costs and fees paid by the applicant to the Association.

Approval or disapproval of applications to the Board shall be given to the applicant in writing within sixty (60) days of receipt thereof; in the event that the approval or disapproval is not

forthcoming within sixty (60) days, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the applied for improvements may be commenced; provided, that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respects to the other terms and provisions of this Declaration.

Approval by the Board shall not constitute a basis for any liability of the members of the Board, the Developer or the Association as regards (i) failure of the plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

Notwithstanding any of the provisions of this Section 2 of Article VI, the Developer shall have the absolute right to alter and/or modify the type of residence to be constructed for sale without the prior approval of the Board, and so long as any such alteration or modification does not drastically depart from the architectural style already in place when such alteration or modification is made. In addition, upon appropriate request to and approval by the Roanoke County Board of Supervisors, the Developer shall also have the right to alter the lot sizes and locations by re-subdivision of any existing plat.

Section 2. Maintenance. It shall be the responsibility of each Owner to keep and maintain the interior of his Unit in a neat and orderly manner, and, generally, prevent any condition of the improvements or the grounds to decrease the beauty of the Property. Each Owner shall be responsible for all damages to any and all other

Units and the Common Areas resulting from his failure to maintain his Unit.

If any Owner so fails to keep his Unit in good and attractive condition and repair, the Developer or the Association shall have the option (after notice by mail addressed to the Unit giving the Owner five (5) days to make the necessary repairs) to take whatever action they deem necessary or appropriate in order to keep the Property attractive and in good condition and repair; and any such action shall be at the sole cost and expense of the Owner, such costs to be paid to the Association upon demand, together with interest at the rate of fifteen per cent (15%) per annum; and if not paid within ten (10) days after demand, to become a lien upon the Unit affected, equal in priority to a lien created by failure to pay an annual or special assessment as provided in Article V hereof.

All Common Areas and facilities and unit exteriors shall be maintained by the Association.

Section 3. Restrictions on Use of Units and Common Areas.

These restrictions are as set forth on the attached Exhibit "B".

Section 4. Right of Access.

Each Owner shall grant a right of access to his Unit to the Association, or to any other person authorized by the Association, or to any group of the foregoing, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Areas, or to correct any condition which violates the provisions of any Mortgage covering another Unit; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency,

such right of entry shall be immediate, whether the Owner is present at the time or not.

Section 5. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Areas may be promulgated and amended by the Association; provided that such Rules and Regulations are not contrary to or inconsistent with the laws of the State of Virginia or the purposes of this Declaration. Copies of the Rules and Regulations shall be furnished by the Association to each Owner prior to the time when the same shall be effective.

Section 6. Electricity, Water and Sewer Charges. Electricity and/or gas shall be supplied by the public or private utility company serving the area directly to each Unit through separate meters, and each Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity and/or gas serving the Common Areas shall be separately metered, and the Association shall pay all bills for electricity and/or gas consumed in such portions of the Common Areas. The water and sewer charges shall also be individually metered and charged and each Unit Owner shall pay all bills for water consumed on his Unit.

Section 7. Parking Spaces. Two (2) on-site parking spaces shall be provided for each unit. Vehicular repairs, including, without limitation, engine washing, may not be performed on the Property; except that minor repairs, including, without limitation, tire changing, may be performed from time to time. No improperly licensed or inoperable vehicles, motorcycles, boats, recreational vehicles or trailers or trucks of any kind including pick-ups may be

parked on the Property. In the event that a Unit Owner does not observe the requirements of this Section, the Association is authorized to take proper corrective measures, without liability to the Owner therefor, including, without limitation, towing improperly parked vehicles, and to charge the Owner for any costs incurred in the process.

Section 8. County of Roanoke Parking Restrictions. The Association shall establish and enforce Rules and Regulations relating to the parking of vehicles which shall contain the pertinent restrictions provided for by the ordinances of the County of Roanoke, as any of the foregoing may be amended from time to time.

ARTICLE VII

PROTECTIVE COVENANTS

Section 1. Utility Easements. The Developer, for itself and its successors or assigns, hereby creates easements over, under, in, on and through the Property for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of sewer, water, drainage, electric, gas, television, telephone and cable telephone and television facilities and the wires, lines, conduits and other necessary and proper attachments in connection therewith for the benefit of the adjoining landowners, the Developer, any Federal, State or local authority, commission, or agency having jurisdiction thereover and any corporation, either public, quasi-public or private, supplying or servicing such facilities.

Section 2. Easement of Access. Every Owner shall have an easement over and across the Property in order to gain access to

the Common Areas, and such easement shall be appurtenant to and pass with the title to every Unit. Any Owner may delegate his right of access to the Common Areas to the members of his family, tenants or contract purchasers (and members of the family of any tenant or contract purchaser) who reside on the Property or to such other persons as may be permitted by the Association.

In addition to the above, every Owner shall have a reciprocal non-exclusive easement over and across the exterior portion of any and all Units front or rear for ingress and egress to their unit or to and from the common area; and such easement shall be appurtenant to and pass with the title to every Unit.

Section 3. Pipes, Ducts, Cables, Wires, Conduits Public Utility Lines; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other elements serving such other Units and located in such Unit. Every portion of a Unit which contributes to the structural support of any other unit shall be burdened with an easement of structural support for the benefit of all other Units.

Section 4. Encroachment. To the extent that any unit encroaches on any other lot or common area, either by any reason of deviation from the subdivision plat of the Property or by reason of settling or shifting of any land or improvement, there shall exist a valid easement for such encroachment. Each lot and the Common

Areas shall be subject to an easement for encroachments created by construction and overhangs as designed or constructed by the Developer. A valid easement for said encroachments, and for the maintenance of same so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the lot so affected agree that encroachments on parts of the adjoining lots or common areas due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. This easement shall not apply to cases of willful and intentional misconduct for the parties responsible for said encroachments.

Section 5. Party Walls. Each wall that is constructed as a part of any Unit and placed on the dividing line between two or more Units shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Unit Owners affected by such wall. If a party wall is destroyed or damaged, the wall shall be restored in accordance with the provisions of Article IX hereof and the cost of restoration shall be shared equally by the affected Unit Owners, but subject to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. To the extent not inconsistent with the provisions of this Section 5, the law of Virginia regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 6. Protective Easements. An easement is hereby granted to all mail vehicles, area police, fire protection, emergency

and rescue squads, ambulance, garbage and trash collector pick-up vehicles and all similar authorized persons to enter upon the Common Area in the performance of their duty and the use of the Common Area by such vehicles shall, in no wise, constitute an assumption by the public utility or service for liability for damage to the road caused by such usage.

ARTICLE VIII

INSURANCE

Section 1. Insurance on Common Areas. The Board of Directors shall be required to obtain and maintain the following insurance on the Common Areas and any improvements constructed thereon, except for sidewalks and walkways:

(a) Fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty per cent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Common Areas; and

(b) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

(c) Such other insurance as the Board of Directors of the Association may determine or may be requested from time to time by a majority of the Unit Owners.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring

against any liability arising out of, or incident to, the ownership and use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board of Directors or other Unit Owners. The Board of Directors shall review such limits once each year but in no event shall such insurance be less than \$1,000,000.00 as to any claim or claims for personal injury or property damage.

It shall be the responsibility of each Unit Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Unit and the Board of Directors shall not be responsible for obtaining such insurance.

Section 2. Insurance of the Units. Each Unit Owner shall obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of the Unit (based upon replacement) and, upon request therefor, shall forward evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association.

ARTICLE IX

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. Restoration. In the event of damage to, or destruction of, all or any of the improvements on the Common Areas as a result of fire or other casualty, the Board of Directors of the Association shall arrange for and supervise the prompt repair and

restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

Any Unit Owner whose Unit is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the Unit to the condition existing immediately prior to such damage or destruction. All such rebuilding and restoration shall be undertaken in accordance with the provisions of Article VI hereof.

ARTICLE X

MORTGAGES

Section 1. Notice to Board of Directors. An Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee.

Section 2. Notice of Unpaid Assessments for Common Expenses. The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Association, when giving notice to an Owner of a default in paying an assessment for common expenses or any other default, shall send a copy of such

notice to each holder of a mortgage covering such Owner's Unit whose name and address has theretofore been furnished to the Association. Further, the Association shall send such mortgagees written notice of any default by such Owner which has not been cured within thirty (30) days after the delivery to such Owner of the first notice relating to such default.

ARTICLE XI

COMPLIANCE AND DEFAULT

Section 1. Relief. Each Owner of a Unit shall be governed by, and shall comply with, all of the terms of the Declaration, the Rules and Regulations promulgated by the Association and any amendments to the same. A default by an Owner shall entitle the Association, acting through its Board of Directors or through its agent, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration and the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for herein, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, its agent, or, if appropriate, by an aggrieved Owner.

(b) Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or

carelessness of any member of his family or his employee, agents or licensees, but only to the extent that such expense is not covered by the proceeds of any insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Association, of the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration or the Rules and Regulations, shall not constitute a waiver of the right of the Association, the Board of Directors or the Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules and Regulations shall be deemed to be cumulative; and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration or the Rules and Regulations, or at law or in equity.

(e) Abatement and Enjoinment of Violations by Owners.

The violation of any Rule or Regulation adopted by the Association or the breach of any provision of the Declaration shall give the Association the right, in addition to any other rights set forth herein or at law, (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof; and the Association shall not thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. Duration and Amendment. The provisions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representative, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of the membership agreeing to terminate or change said Restrictions in whole or in part has been recorded; provided, however, that no such

agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than ninety per cent (90%) of the votes of the membership at any time until the end of the initial twenty-five (25) year term and thereafter by an instrument signed by the Owners holding not less than two-thirds (2/3) of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 2. Consent of First Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the mortgagees of Units. Such provisions are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on Units in the Community. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding Mortgages on the Units, it shall be sufficient to obtain the written consent of the institutional mortgagee or mortgagees holding first liens on seventy-five per cent (75%) of the Units encumbered by mortgages. This paragraph shall not apply to or in any way be construed as a limitation upon those rights of the Developer under this Declaration which do not so adversely affect such mortgagees.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this instrument shall be

deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Assignability. The Developer, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of its rights and powers under this Declaration, subject only to Developer's obligations hereunder.

Section 5. Non-Waiver. The failure of the Developer or any Owner or their respective legal representatives, heirs, successors and assigns, to enforce any restriction contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

Section 6. Construction and Interpretation. The Developer, to the extent specifically provided herein, may adopt and promulgate reasonable Rules and Regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such Rules and Regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Developer shall take into consideration the best interests of the Owners to the end that the Property shall be preserved and maintained as a high quality Community.

Section 7. Severability. All of the covenants, conditions, restrictions and reservations contained in this Declaration are hereby declared to be severable; and a finding by any court of competent

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jurisdiction that any of them, or any clause or phrase hereof, is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations or clause or phrase hereof.

WITNESS the following signatures and seals.

REGION PROPERTIES, INC.

By: *Maury L. Strauss*
President

STATE OF VIRGINIA AT LARGE
COUNTY OF ROANOKE, to-wit:

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 9th day of DECEMBER, 1983, by MAURY L. STRAUSS, President of REGION PROPERTIES, INC., a Virginia corporation, on behalf of the corporation.

Spencer C. Anderson
Notary Public

My commission expires: 2-21-84.

EXHIBIT "A"

PARCEL I

BEGINNING at 1, a point at the northwest corner of Lot 22, Block RR, Section 15, Penn Forest, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 9, page 139; thence leaving the said Lot 22 and with the following four new division lines through the property of Region Properties, Inc.: N. $42^{\circ} 23' 10''$ W. 528.55 feet to 2; thence N. $3^{\circ} 28' 00''$ E. 309.26 feet to 3; thence N. $89^{\circ} 39' 41''$ E. 1013.89 feet to 4; thence S. $17^{\circ} 25' 00''$ E. 392.40 feet to 5; thence another new division line through the property of Region Properties, Inc., S. $34^{\circ} 18' 36''$ W. 222.82 feet to 6, a point corner to the northeast corner of Lot 29, Block RR, Section 15, Penn Forest; thence with the northern line of Block RR, Section 15, Penn Forest, S. $62^{\circ} 51' 30''$ W. 292.03 feet to 7; thence continuing with same, S. $77^{\circ} 32' 32''$ W. 118.03 feet to 8; thence still continuing with same, N. $85^{\circ} 08' 21''$ W. 150.61 feet to 9; thence continuing with same, S. $89^{\circ} 43' 22''$ W. 142.92 feet to 1, the place of BEGINNING, containing 15.225 acres according to a plat dated October 13, 1981, made by Buford T. Lumsden & Associates, P.C., Certified Land Surveyors.

PARCEL II

BEGINNING at a point, being the northwest corner of Lot 4, Block VV, Section 17, Penn Forest, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 9, page 246; thence leaving Lot 4 and with the property of Region Properties, Inc., N. $18^{\circ} 28' 00''$ W. 51.47 feet to 4; thence N. $57^{\circ} 47' 32''$ E. 80.61 feet to 5; thence with a curve to the left, the radius of which is 217.68 feet and the chord bearing and distance of which is N. $51^{\circ} 54' 56''$ E. 44.56 feet, an arc distance of 46.53 feet to a point on the western side of Penguin Drive, S.W.; thence with the same, S. $38^{\circ} 57' 40''$ E. 85.44 feet to a point on same, corner to Lot 4 aforesaid; thence with a curve to the left, the radius of which is 25.00 feet and the chord bearing and distance of which is N. $83^{\circ} 33' 23''$ W. 35.10 feet, an arc distance of 38.92 feet to a point; thence continuing with the northern line of Lot 4 and with a curve to the right, the radius of which is 267.68 feet and the chord bearing and distance of which is S. $54^{\circ} 49' 10''$ W. 27.74 feet, an arc distance of 27.75 feet; thence S. $57^{\circ} 47' 32''$ W. 92.84 feet to the place of BEGINNING, and shown as a 50 foot private roadway easement (Enlargement "B") on the Plat of Section No. 17, Penn Forest, dated March 31, 1983, and of record in the Clerk's Office aforesaid in Plat Book 9, page 246.

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PARCEL III

BEGINNING at a point at the northwest corner of Parcel II hereinabove described; thence leaving Parcel II and with the remaining property of Region Properties, Inc., N. 18° 28' 00" W. 224.05 feet to a point; thence N. 54° 32' 20" E. 46.60 feet to a point corner to Lot 7, Block WW, Section 17, Penn Forest, of record in the Clerk's Office of Roanoke County, Virginia, in Plat Book 9, page 246; thence with Lot 7, S. 32° 26' 20" E. 219.35 feet to a point on the north side of Parcel II; thence with same and with a curve to the right, the radius of which is 217.68 feet and the chord bearing and distance of which is S. 55° 08' 34" W. 20.11 feet, an arc distance of 20.11 feet to a point on same; thence continuing with same S. 57° 47' 32" W. 80.61 feet to the place of BEGINNING, containing 0.361 acres, as shown on a plat of survey dated October 27, 1983, made by Buford T. Lumsden & Associates, P.C., Engineers and Surveyors.

The above Parcels I, II and III being a part of the property conveyed to Region Properties, Inc. by F.S.P. Corporation by deed dated March 5, 1979, of record in the Clerk's Office aforesaid in Deed Book 1116, page 440.

EXHIBIT "B"

GENERAL PROVISIONS

The Developer does hereby, of its own free will, impose, for the protection of the value, desirability and attractiveness of the lots hereinafter mentioned, in order that the same may be properly developed, certain restrictions, covenants and conditions which shall apply to all of the Lots, which said restrictions, covenants and conditions are as follows, to-wit:

1. APPLICABILITY: These Restrictions shall apply to the property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

2. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

3. MUTUALITY OF BENEFIT AND OBLIGATIONS: These Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the subdivision and are intended to create mutual, equitable servitudes upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective Owners of all of said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall, as to the Owner of each such Lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots in the subdivision and their respective Owners. Restrictions substantially the same as those contained herein shall be recorded on all future sections of the subdivision in conformity with the general scheme of improvement of all lands to be included therein.

GENERAL PROHIBITIONS AND REQUIREMENTS

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any Lot in the subdivision:

(1) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot.

(2) No animal, other than common household pets, shall be kept or maintained in any Unit; and nor more than two (2) common household pets shall be kept or maintained in any Unit. Common household pets shall not be kept, bred or maintained for commercial purposes in any Unit. Pets shall be controlled by their owners to preclude interference with the enjoyment by others of their Units or the Common lands.

(3) No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any Lot except with the written permission of The Board or except as may be required by legal proceedings.

(4) No unused, unlicensed, stripped down, partially wrecked or junk motor vehicles or sizeable parts thereof shall be permitted to be parked on any street in the subdivision, on any Lot or any Common Area.

(5) Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any viewpoint at any time except during refuse collections.

(6) No outdoor clothes poles, clothes lines, private television or radio antennae and similar equipment shall be permitted.

(7) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of the accumulation of rubbish or debris thereon. If not maintained by the Owner, the Lot will be cleaned up by Developer at the Owner's expense.

(8) No noxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(9) No trees measuring 2" or more in diameter or measuring 24" from the ground shall be cut or moved without written approval of the Developer, unless within ten (10) feet of dwelling.

(10) No alteration of original landscaping, except as made by the Developer, even after a Unit is sold, will be allowed without prior written approval of The Board.

(11) No draperies, venetian blinds or other window decoration may be exposed in any window facing a street unless the same, when exposed, is white. In addition, no screen and/or storm doors shall be permitted on any front door. No screens on any windows or screen and/or storm door on any side or rear door shall be permitted without prior written approval of the Developer or the Board.

(12) Firing of guns and/or fireworks of any kind is prohibited at all times in any unit and on the premises of which the Lot is a part.

(13) No fence shall be constructed without the prior written approval of The Board, except those installed by Developer at any time.

(14) No open air fire shall be started or maintained on any Lot except in a grill, fireplace or other suitable enclosure or container designed for the safe housing of man-made fires for cooking.

(15) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(16) Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

State Tax	\$ _____	In the Clerk's Office of the Circuit Court for the County of Roanoke, Va. this
County Tax	\$ _____	<u>9</u> day of <u>Dec.</u> 19 <u>83</u> this instrument was presented, and
Transfer Fee	\$ _____	with the Certificate of acknowledgment thereto annexed, admitted to record at
Clerk's Fee	\$ <u>47.00</u>	<u>15:37</u> o'clock <u>P.</u> M. The taxes imposed by par. 50-54 and 50-54.1
Plats	\$ _____	of the code have been paid.
120 & 220A	\$ _____	Tester <u>Elizabeth H. Stobul</u> Clerk
Total	\$ <u>47.00</u>	By <u>Caree L. Lester</u> DBB. Clerk

LAW OFFICES
KIP KOPF & ALBERT
ROANOKE, VIRGINIA

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR KENWICK PLACE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Kenwick Place, dated May 22, 1984, by REGION PROPERTIES, INC., a Virginia corporation, hereinafter referred to as "Developer"; JOHN B. MOSS and SARAH A. MOSS, husband and wife, E. F. NORMENT, JR. and MARGO G. NORMENT, husband and wife, CARL E. SIMPSON and LINDA B. SIMPSON, husband and wife, and DOROTHY A. PACYNA, collectively referred to hereinafter as "Owners"; and THE KENWICK PLACE HOMEOWNERS ASSOCIATION, a Virginia corporation, hereinafter the "Association."

RECITALS

WHEREAS, the Developer, by Declaration dated December 9, 1983, and of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Deed Book 1200, page 995, (the "Developer") imposed upon the property described in Exhibit "A", attached hereto and made a part hereof (the "Property") certain covenants, conditions and restrictions regarding use of the property and under which the Association was formed for the purpose inter alia of enforcing the covenants and restrictions aforesaid; and

WHEREAS, pursuant to Article IV, Section 3(e) and Article VII, Section 1 of said Declaration, certain easements were

created for public utilities over the Lots and Common Area as defined in the Declaration; and

WHEREAS, certain of the easements aforesaid were dedicated by virtue of the recordation of the plat of Section 1, Kenwick Place, of record in the Clerk's Office aforesaid in Plat Book 9, page 268, on which Plat the easements aforesaid are laid out; and

WHEREAS, it has become necessary to create an additional public utility easement over the Real Property and several of the lots as shown on the Plat aforesaid and to add to the existing easement as shown on the Plat aforesaid; and

WHEREAS, the Developer and the Owners are the fee simple owners of all of the property affected by the new easement and addition to existing easement; and

WHEREAS, under the Declaration, it is necessary for the Association to join in any Amendment to Declaration; and

WHEREAS, it is the intention of the parties hereto, by their execution of this Amendment, to amend the Declaration aforesaid and to dedicate the new easement and addition to the existing easement for the use of such parties as is permitted by the Declaration and Virginia laws.

DECLARATION

NOW, THEREFORE, the Developer, the Owners and the Association hereby amend the Declaration of Covenants, Conditions and Restrictions for Kenwick Place and do dedicate to such parties as set forth in Article VII, Section 1 of the Declaration those

properties that are shaded on that certain plat of survey dated April 13, 1984, made by Buford T. Lumsden & Associates, P.C., Engineers and Surveyors, attached hereto and made a part hereof as Exhibit "B".

This Amendment is adopted pursuant to the provisions of Article XII, Section 1 of the Declaration.

WITNESS the following signatures and seals.

REGION PROPERTIES, INC.

By: Mary L. Strain
President

John B. Moss (SEAL)
John B. Moss

E. F. Norment, Jr. (SEAL)

Sarah A. Moss (SEAL)
Sarah A. Moss

Margo G. Norment (SEAL)

Carl E. Simpson (SEAL)

Linda B. Simpson (SEAL)

Dorothy A. Pacyna (SEAL)

THE KENWICK PLACE HOMEOWNERS
ASSOCIATION

By: William A. White
President

The foregoing was acknowledged before me this 14th
day of ~~May~~^{JUNE}, 1984, by Maury L. Strauss, President of REGION
PROPERTIES, INC.

Juanita B. Beckett
Notary Public

My commission expires: 5-2-86.

STATE OF VIRGINIA AT LARGE
COUNTY OF ROANOKE, to-wit:

The foregoing was acknowledged before me this _____
day of May, 1984, by E. F. Norment, Jr. and Margo G. Norment,
husband and wife.

Notary Public

My commission expires: _____.

STATE OF VIRGINIA AT LARGE
COUNTY OF ROANOKE, to-wit:

The foregoing was acknowledged before me this _____
day of May, 1984, by Carl E. Simpson and Linda B. Simpson,
husband and wife.

Notary Public

My commission expires: _____.

STATE OF VIRGINIA AT LARGE
COUNTY OF ROANOKE, to-wit:

The foregoing was acknowledged before me this _____
day of July, 1984, by Dorothy A. Pacyna.

Notary Public

My commission expires: _____.

STATE OF VIRGINIA AT LARGE
COUNTY OF ROANOKE, to-wit:

The foregoing was acknowledged before me this 5th
July, 1984, by William A. White, President of THE KENWICK
PLACE HOMEOWNERS ASSOCIATION.

Huwelley J. Scull
Notary Public

My commission expires: January 8, 1988.

STATE OF VIRGINIA AT LARGE
COUNTY OF ROANOKE, to-wit:

The foregoing was acknowledged before me this _____
day of July, 1984, by John B. Moss and Sarah A. Moss, husband
and wife.

Notary Public

My commission expires: _____.

EXHIBIT "A"

PARCEL I

BEGINNING at 1, a point at the northwest corner of Lot 22, Block RR, Section 15, Penn Forest, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 9, page 139; thence leaving the said Lot 22 and with the following four new division lines through the property of Region Properties, Inc.: N. $42^{\circ} 23' 10''$ W. 528.55 feet to 2; thence N. $3^{\circ} 28' 00''$ E. 309.26 feet to 3; thence N. $89^{\circ} 39' 41''$ E. 1013.89 feet to 4; thence S. $17^{\circ} 25' 00''$ E. 392.40 feet to 5; thence another new division line through the property of Region Properties, Inc., S. $34^{\circ} 18' 36''$ W. 222.82 feet to 6, a point corner to the northeast corner of Lot 29, Block RR, Section 15, Penn Forest; thence with the northern line of Block RR, Section 15, Penn Forest, S. $62^{\circ} 51' 30''$ W. 292.03 feet to 7; thence continuing with same, S. $77^{\circ} 32' 32''$ W. 118.03 feet to 8; thence still continuing with same, N. $85^{\circ} 08' 21''$ W. 150.61 feet to 9; thence continuing with same, S. $89^{\circ} 43' 22''$ W. 142.92 feet to 1, the place of BEGINNING, containing 15.225 acres according to a plat dated October 13, 1981, made by Buford T. Lumsden & Associates, P.C., Certified Land Surveyors.

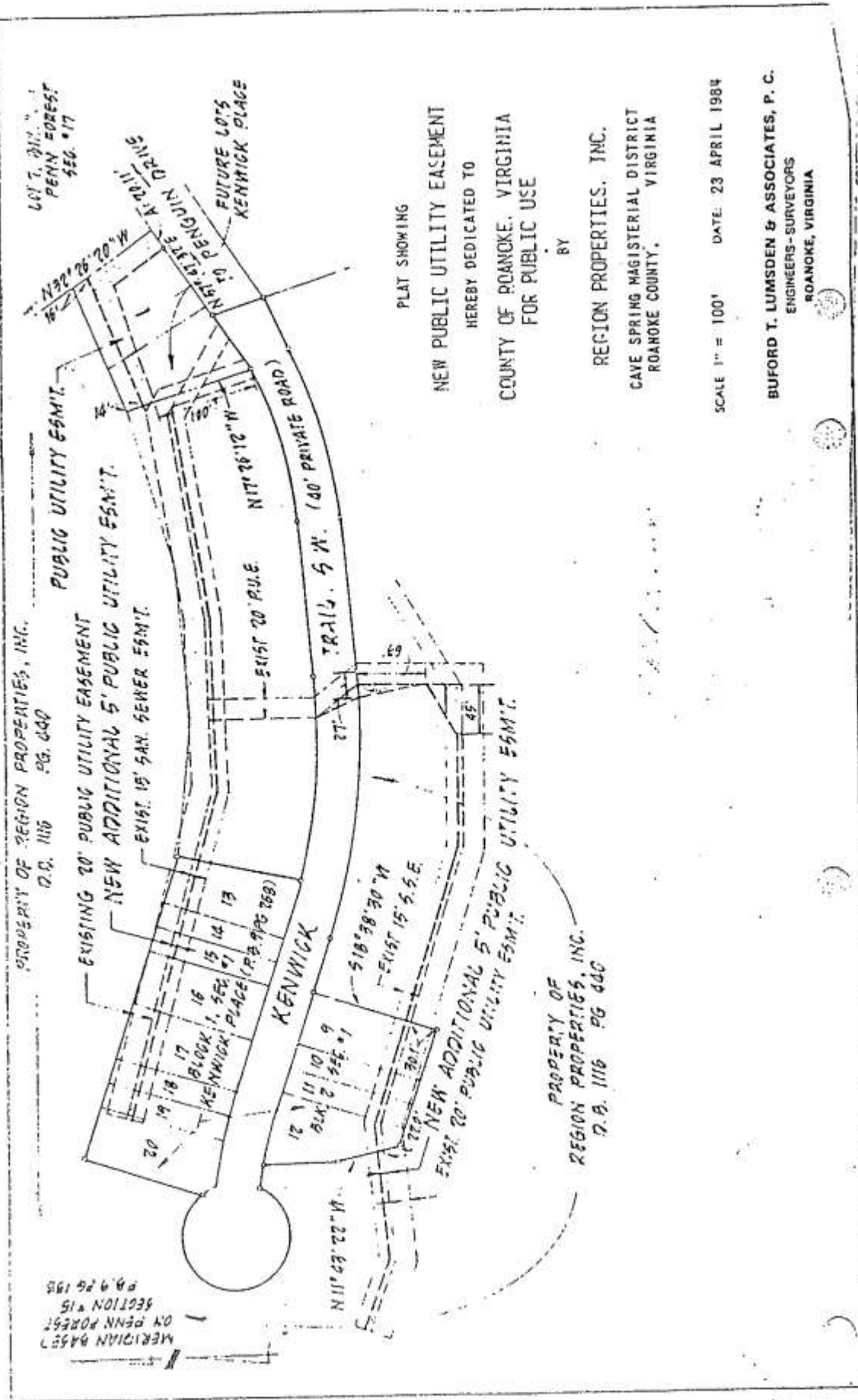
PARCEL II

BEGINNING at a point, being the northwest corner of Lot 4, Block VV, Section 17, Penn Forest, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 9, page 246; thence leaving Lot 4 and with the property of Region Properties, Inc., N. $18^{\circ} 28' 00''$ W. 51.47 feet to 4; thence N. $57^{\circ} 47' 32''$ E. 80.61 feet to 5; thence with a curve to the left, the radius of which is 217.68 feet and the chord bearing and distance of which is N. $51^{\circ} 54' 56''$ E. 44.56 feet, an arc distance of 46.53 feet to a point on the western side of Penguin Drive, S.W.; thence with the same, S. $38^{\circ} 57' 40''$ E. 85.44 feet to a point on same, corner to Lot 4 aforesaid; thence with a curve to the left, the radius of which is 25.00 feet and the chord bearing and distance of which is N. $83^{\circ} 33' 23''$ W. 35.10 feet, an arc distance of 38.92 feet to a point; thence continuing with the northern line of Lot 4 and with a curve to the right, the radius of which is 267.68 feet and the chord bearing and distance of which is S. $54^{\circ} 49' 10''$ W. 27.74 feet, an arc distance of 27.75 feet; thence S. $57^{\circ} 47' 32''$ W. 92.84 feet to the place of BEGINNING, and shown as a 50 foot private roadway easement (Enlargement "B") on the Plat of Section No. 17, Penn Forest, dated March 31, 1983, and of record in the Clerk's Office aforesaid in Plat Book 9, page 246.

PARCEL III

BEGINNING at a point at the northwest corner of Parcel II hereinabove described; thence leaving Parcel II and with the remaining property of Region Properties, Inc., N. $18^{\circ} 28' 00''$ W. 224.05 feet to a point; thence N. $54^{\circ} 32' 20''$ E. 46.60 feet to a point corner to Lot 7, Block WW, Section 17, Penn Forest, of record in the Clerk's Office of Roanoke County, Virginia, in Plat Book 9, page 246; thence with Lot 7, S. $32^{\circ} 26' 20''$ E. 219.35 feet to a point on the north side of Parcel II; thence with same and with a curve to the right, the radius of which is 217.68 feet and the chord bearing and distance of which is S. $55^{\circ} 08' 34''$ W. 20.11 feet, an arc distance of 20.11 feet to a point on same; thence continuing with same S. $57^{\circ} 47' 32''$ W. 80.61 feet to the place of BEGINNING, containing 0.361 acres, as shown on a plat of survey dated October 27, 1983, made by Buford T. Lumsden & Associates, P.C., Engineers and Surveyors.

The above Parcels I, II and III being a part of the property conveyed to Region Properties, Inc. by F.S.P. Corporation by deed dated March 5, 1979, of record in the Clerk's Office aforesaid in Deed Book 1116, page 440.



PROPERTY OF REGION PROPERTIES, INC.
 D.B. 1116 PG. 440

MERIDIAN BASED
 ON PENN FOREST
 SECTION #15
 P. 9 PG 198

LOT 7, 8, 9
 PENN FOREST
 SEC. #17

PLAT SHOWING
 NEW PUBLIC UTILITY EASEMENT
 HEREBY DEDICATED TO
 COUNTY OF ROANOKE, VIRGINIA
 FOR PUBLIC USE
 BY
 REGION PROPERTIES, INC.
 CAVE SPRING MAGISTERIAL DISTRICT
 ROANOKE COUNTY,
 VIRGINIA

SCALE 1" = 100' DATE: 23 APRIL 1984

BUFORD T. LUMSDEN & ASSOCIATES, P. C.
 ENGINEERS - SURVEYORS
 ROANOKE, VIRGINIA

