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Prepared by and return to:
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THIS CORRECTED DEED OF SUBDIVISION, DEDICATION, EASEMENT, AND DECLARATION OF ABRAMS POINTE PHASE 1A is made and dated this 1st day of December 2010, by **CAMPFIELD, LLC**, a Virginia limited liability company, and **FRED L. GLAIZE, III** (hereinafter "Declarants"), of the first part; **THE COUNTY OF FREDERICK, VIRGINIA** (hereinafter "Frederick County"), of the second part; **FREDERICK COUNTY SANITATION AUTHORITY** (hereinafter "FCSA"), of the third part; **BB&T-VA COLLATERAL SERVICE CORPORATION** (hereinafter "Trustees"), of the fourth part; **BRANCH BANKING & TRUST COMPANY OF VIRGINIA** (hereinafter "Noteholder"), of the fifth part; and **ABRAMS POINTE HOMEOWNERS' ASSOCIATION, INC.** (hereinafter "Association"), of the sixth part.

WHEREAS, the Declarants are the owners in fee simple of those tracts of land containing an aggregate of 117.967 acres and conveyed to the Declarants by deeds recorded among the land records of the Clerk of the Circuit Court for Frederick County, Virginia, as Instrument Nos. 050000698, 050000699 and 050000700, which property is located in the Red Bud Magisterial District, Frederick County, Virginia (hereinafter the "Abrams Pointe Subdivision").

WHEREAS, the boundary lines of the Abrams Pointe Subdivision were adjusted by that certain Boundary Line Adjustment dated January 25th, 2007 recorded among the land records of the Clerk of the Circuit Court for Frederick County, Virginia, as Instrument No. 070004938, such that the Abrams Pointe Subdivision now consists of those tracts of land designated by Frederick County as Tax Map Nos. 55-A-185, 55-A-186, 55-A-187, 54-3-1, and 55-2-1.

WHEREAS, the Declarants desire to initially subdivide 13.9323 acres of the Abrams Pointe Subdivision designated as Frederick County Tax Map No. 55-A-185 and hereinafter referred to as "Abrams Pointe Phase 1A"; and more particularly described and set forth on that certain plat prepared by Cory M. Haynes, L.S., entitled "Final Plat Abrams Pointe Phase 1A," dated August 6, 2009 revised September 3, 2009, attached to this Deed and incorporated herein by this reference

(hereinafter "Plat").

WHEREAS, the Declarants desire to dedicate all of the streets and sidewalks in Abrams Pointe Phase 1A, as set forth in the Plat, to the County of Frederick, Virginia for public purposes, which streets and sidewalks are more particularly described in the Plat.

WHEREAS, the FCSA is a Virginia corporation governed by the provisions of the Virginia Water and Waste Authorities Act (§§15.2-5100, *et seq.*, Code of Virginia, 1950, as amended).

WHEREAS, Declarants desire to subject Abrams Point Phase 1A, to the covenants, restrictions, easements, charges, and liens of this Deed in order to provide for the preservation and enhancement of the property values, amenities, and opportunities in the subdivision, which will contribute to the personal and general health, safety, and welfare of residents, and to the maintenance of the land and improvements thereon. Said covenants, restrictions, easements, conditions, and charges shall run with said real property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property, or any part thereof, and shall inure to the benefit of each owner thereof.

WHEREAS, Declarants have incorporated the Association, as defined herein, under the laws of the Commonwealth of Virginia to provide a means for meeting the purposes and intents set forth herein.

WHEREAS, the subdivision of Abrams Pointe Phase 1A, is with the free consent and in accordance with the desire of the undersigned Declarants, and the Declarants further desire to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable, in force, and in effect as of the date of execution of this Deed.

WHEREAS, by Deed of Trust dated March 15, 2005 and recorded among the land records of the Clerk of the Circuit Court for Frederick County, Virginia, as Instrument No. 050005278, the Abrams Pointe Subdivision was conveyed to the Trustee as security for the Noteholder, and it is the desire of said Trustees and said Noteholder to execute this Deed evidencing consent hereto and to release the lien of said Deed of Trust as it applies to the easements, rights-of-way, and common areas created and dedicated herein.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the premises and the benefits which will accrue by reason of this Deed, Declarants do hereby grant, bargain, and convey

to the County of Frederick, Virginia, and dedicate for public purposes, all of the streets and sidewalks in Abrams Pointe Phase 1A as set forth in the attached and incorporated Plat. Said conveyance and dedication is made with the consent and approval of the appropriate authorities of Frederick County, Virginia and VDOT as evidenced by the signatures set forth on the attached and incorporated Plat. The dedication of this public right-of-way is with the free consent and in accordance with the desires of the undersigned Declarants as evidenced by the signatures set forth below.

FURTHER WITNESSETH, the parties hereto wish to establish easements for water lines and sanitary sewer lines in favor of the FCSA to provide water and sanitary sewer service to the property in an orderly manner.

FURTHER WITNESSETH, that for and in consideration of the premises and the benefits which will accrue by reason of this Deed, the Declarants do hereby subdivide all of those certain tracts of land containing 13.9323 acres (Frederick County Tax Map No. 55-A-185) and hereby creates Lots 55-84, inclusive, as set forth on the Plat, designated as Abrams Pointe Phase 1A, and lying and being situate in the Red Bud Magisterial District, Frederick County, Virginia.

FURTHER WITNESSETH, that the remainder of the land in the Abrams Pointe Subdivision may be subdivided in the future.

FURTHER WITNESSETH, that Declarants do hereby grant, establish, and convey to each Owner mutual, nonexclusive rights, privileges and easements of enjoyment on equal terms in common with all other Owners in and to the use of the Common Areas and facilities identified on the attached and incorporated Plat; and does hereby declare Abrams Pointe Phase 1A, to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in Abrams Pointe Phase 1A, or any portions thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof.

FURTHER WITNESSETH, that the Declarants hereby delegate and assign to the Association the powers of owning, maintaining, and administering the Common Areas, assessments and charges

hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

PROFFERS: ABRAMS POINTE IS A NON PROFFERED SUBDIVISION.

ARTICLE I

DEFINITIONS

Section 1. "Common Areas" shall mean and refer to that certain real property designated as "Open Space" as set forth on the Plat, attached hereto, including easements and improvements thereon, portions owned or leased by the Association for the use and enjoyment of the Owners, and such additions to Abrams Pointe Phase 1A, as may hereafter be brought within the jurisdiction of the Association.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Abrams Pointe Phase 1A, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Declarants" shall mean and refer to Campfield, LLC, a Virginia limited liability company, or any other entity designated by Campfield, LLC and Fred L. Glaize, III.

Section 4. "Builder" shall mean any person or entity to whom the Declarants have transferred ten (10) or more Lots owned by the Declarants.

Section 5. "Association" shall mean and refer to Abrams Pointe Homeowners Association, Inc., its successors and assigns.

Section 6. "Lot" shall mean and refer to any of the lots (Lots 55-84, inclusive) which are a part of Abrams Pointe Phase 1A, and any other "Lot" added as part of the Abrams Pointe Subdivision, with the exception of the Common Areas.

Section 7. "Existing Property" shall mean that property that has been subdivided and placed of record as a phase of the Abrams Pointe Subdivision.

ARTICLE II

ADDITIONS TO THE PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additional phases of the Abrams Pointe Subdivision will be added in the future and those phases, as they are added, will become Existing Property and subject to the same

provisions as set forth herein and governed by the same Association, provided, however, that Declarants may amend the land use restrictions, set back requirements, building sizes, and any other provisions, so long as the same scheme established in Abrams Pointe Phase 1A, that being single family residential lots, is maintained.

Section 2. The addition(s) authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Deed (amended as herein permitted) to such property.

Section 3. Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Deed as may be necessary to reflect the different character, if any, of the added properties, and as are not inconsistent with the scheme of this Deed. Except as hereinafter permitted, such Supplementary Declaration shall not revoke, modify, or add to the covenants established by this Declaration within the Existing Property.

Section 4. The Declarants shall not be and are not bound to make or proceed with the addition of any of the proposed additional phases of the Abrams Pointe Subdivision.

ARTICLE III

THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association (hereinafter "Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Only one membership shall be accorded per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. Each Member of the Association shall have one vote for each Lot owned in which said Member shall hold the interest required for membership in the above section. When more than one person holds such interest in any Lot, all such persons shall be Members, however, the vote for such Lot shall be exercised as they among themselves determine, but in no

event shall more than one vote be cast with respect to any Lot nor shall any vote be fractionalized for the purpose of voting.

Section 3. Board of Directors. The affairs of the Association shall be managed by a Board of not less than three (3), but no more than five (5) directors, who must be members of the Association. The initial Board of Directors shall be appointed by the Declarants and serve until the first annual meeting following conveyance of the first Lot in Abrams Pointe Phase 1A; thereafter, the Board of Directors shall be elected by the Membership as determined in the By Laws of the Association.

Section 4. Treasurer. The Treasurer of the Association shall be bonded with the expense of such a fidelity bond for said officer to be borne by the Association.

ARTICLE IV

PROPERTY RIGHTS IN COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas, specifically including, but not limited to, the rights of ingress and egress across the aforesaid Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The Association shall have the right, in accordance with its Articles and By Laws, to borrow money for the purpose of improving the aforesaid Common Areas. The Association is further empowered, with the consent of at least two-thirds (2/3) of the Members, to mortgage the area in said subdivision designated as Common Areas to secure any such borrowed funds, but such mortgage shall be subordinate to the rights of the Members hereunder. In computing the required vote of the Members in connection with any such mortgage of the Common Areas, the Lots owned by the Declarants shall not be included. All members shall be given notice of any such proposed mortgage of said Common Areas as set forth in Paragraph (c), *infra*.
- (b) The Association shall have the right to suspend the voting rights and the right to the use the Common Areas by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed

thirty (30) days for any infraction of its published rules and regulations.

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

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

Section 3. Title to the Common Areas. The Declarants, on behalf of itself/himself and their successors, hereby covenants that fee simple title to the Common Areas will be conveyed to the Association free and clear of all liens and encumbrances, provided further that the Declarants shall not be required to convey the Common Areas at one given time, but rather may convey the same by multiple deeds at various times and provided further that the Association shall accept said conveyance(s).

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENT FOR THE ASSOCIATION

Section 1. Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner(s) of such property at the time when the

assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien upon said Lot as set forth herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes, to-wit:

Improvements and maintenance of the Common Areas and other common matters, specifically including, but not limited to, payment of real estate taxes, repairs, maintenance and repair of drainage and detention facilities, maintenance and repair of street lights and payment of all utility charges therefor, maintenance and repair of utility and drainage easements, and further, for the purpose of promoting the recreation, health, safety and welfare of the residents in Abrams Pointe Phase 1A.

Section 3. Basis and Maximum of Annual Assessments. Until the 1st of January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED DOLLARS (\$200.00) per Lot for all Lots (Lots 55-84, inclusive):

- (a) The maximum annual assessment per Lot may be increased above that set forth hereinabove by a vote of the Members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, and written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (b) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual

assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, specifically including, but not limited to, maintenance, repair, and improvement of any Association-owned areas within said Subdivision, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, and written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purposes of the meeting.

Section 5. Quorum for any Action Authority Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at a meeting of Members or of proxies entitled to cast sixty-seven percent (67%) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments - Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of a lot to an owner, other than the Declarants, except as stated otherwise herein. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association, setting forth the amount of the assessment and whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. In addition the Association

shall furnish, upon request, any disclosure required under Code of Virginia § 55-512 (2007), as amended.

Section 7. Effect of Non-Payment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or file a Notice of Lien among the land records and foreclose said lien against the property, and interest, costs, and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

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

Section 9. Exempt Property. The following property subject to this Deed shall be exempt from the assessments created herein: (a) Any property owned by the Association; (b) All properties dedicated to and accepted by a local public authority; (c) Any and all Lots owned by Declarants or their designee(s), except for out-conveyances to third party Lot owners in the regular course of business and in which the Declarants have no legal interest; (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia; (e) all lots for a period of nine (9) months from the date of the deed of conveyance from the Declarants to any third party. However, no Lot with a residence and occupied as a dwelling shall be exempt from these assessments.

Section 10. Failure to Maintain Common Areas. In the event that the Association, or its successors, shall fail to maintain the Common Areas in reasonable order and condition, Frederick County may take such action as authorized by Frederick County's applicable Ordinance(s).

Section 11. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation or By Laws, its properties, rights, and obligations may, by operation of law, be transferred 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. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Existing Property together with the 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 Existing Property except as herein provided.

ARTICLE VI

COVENANTS AND RESTRICTIONS

The Lots in Abrams Pointe Phase 1A shall be subject to the following restrictions, which are constituted covenants real to run with the land:

Section 1. All Lots shall be used for single-family residential purposes only. No detached garage, carport, utility, or other out building shall be permitted in the front or side yards of any Lot unless constructed of the same materials as the primary dwelling. No brick or masonry mailboxes may be constructed on or appurtenant to any Lot.

Section 2. No signs, flags, or banners of any character shall be erected, posted, or displayed in a location that is visible from neighboring property, except for such sign as may be posted by the Declarants or a Builder for promotional or marketing purposes or one (1) sign per Lot by a real estate brokerage or Lot owner advertising the sale of the property (any such "For Sale" sign shall not exceed five (5) square feet in area). No "For Rent" signs shall be allowed on any Lot. Decorative flags are excepted.

Section 3. No commercial vehicles owned or used by Lot Owners (vehicles which are larger than normally used for noncommercial purposes), trailers, campers, recreational vehicles, boats, and other large vehicles, may be parked or used on any front or side yard of any Lot, except if such a vehicle is in connection with construction activities. Prohibited vehicles include, without limitation, any vehicle (1) with a load capacity in excess of one ton or (2) one which is oversized (higher than

eight feet, wider than eight feet or longer than twenty feet). No junk or derelict vehicle or other vehicle on which current registration plates and current inspection sticker are not displayed shall be kept upon any portion of the Property if it is visible from neighboring property. The washing of vehicles on Lots and noncommercial repair of vehicles is permitted. Vehicles owned or used by Lot Owners may not be parked on the roads, with the temporary exceptions of a snowstorm, which would prohibit the use of a steep driveway, or driveway construction or repair, preventing the use of off-street parking. At no time, except for loading and unloading purposes and bona fide construction activities within the Abrams Pointe Subdivision, may construction vehicles be parked on the roads.

Section 4. Every Owner shall provide his or her Lot with off-street parking containing an area sufficient to park two (2) vehicles of the type permitted on Lots in Abrams Pointe, which area which may include all area in any driveway located on the Lot itself or in any garage attached to a dwelling unit. The parking area is to be used by the inhabitants of the dwelling unit located on said Lot. All driveways are to be constructed of concrete, asphalt, crushed stone, or other suitable material.

Section 5. The maintenance, keeping, boarding, or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, is prohibited on any Lot, with the exception of guide animals and a reasonable number of orderly and traditional domestic pets are permitted; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Lot. Pets shall not be permitted upon the streets unless accompanied by someone who can control the pet and unless carried or leashed. The person walking the pet shall clean up pet droppings. Any Owner who keeps or maintains any pet upon any portion of the Lot shall be deemed to have indemnified and agreed to hold each Owner and the Declarants free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet on the Lot. All pets shall be registered and inoculated as required by law.

Section 6. No fence shall be installed in a side or front yard. Fences may be installed in a rear yard. Rear fencing and hedges shall not exceed six feet (6') in height. All fencing shall be constructed of wood, composite lumber (e.g., TREX), masonry, iron or PVC material. No chain link

fencing shall be allowed. All fences must be kept free of brush and debris and maintained in orderly fashion.

Section 7. No noxious or offensive activities shall be permitted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any Owners.

No Owner, occupant, or invitee on any Lot shall cause any unreasonably loud noise (except for security devices) anywhere on a Lot, nor shall any Owner, occupant, or invitee on any Lot permit or engage in any activity, practice, or behavior for the purpose of causing annoyance, discomfort, or disturbance to any other Owner, occupant, or invitee on any other Lot.

Section 8. Nothing shall be done or kept on any Lot and no person shall permit anything to be done or kept on any Lot which would be in violation of any criminal or regulatory law, regulation, or statute. No improper, offensive, or unlawful use shall be made of any Lot or any part thereof.

Section 9. In the event a dwelling unit is partially or completely destroyed due to fire or any other casualty, the Owner of the Lot on which the dwelling unit is located shall, within sixty (60) days from the date of such destruction, clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition.

In the event a dwelling unit is damaged or has materially deteriorated, whether due to fire or any other casualty or through neglect in maintaining the dwelling unit, the Owner of the Lot on which the dwelling unit is located shall immediately repair the damage or deterioration.

Section 10. All Lots must be maintained free of trash and debris. Trash storage and collection shall be in accordance with the ordinances, rules, and regulations of Frederick County, Virginia. There shall be no burning of any trash. No Lot shall be used or maintained as a dumping ground for refuse. Trash, garbage, or other waste (refuse) shall be temporarily stored in sanitary containers and screened until removed from the Lot. No refuse or any container for the same shall be placed or stored in front of any dwelling unit, except on the date of scheduled refuse pickup (if applicable). Trash containers shall not be permitted to remain in a location visible from the neighboring property. All trash containers shall be removed from the roadside within twenty-four (24) hours of trash pickup.

There shall be no discharges that may adversely affect the use or intended use of any portion of any Lot, or that may adversely affect the health, safety, or comfort of the occupants of any Lot.

No waste will be stored on any Lot. No waste nor any substance or materials of any kind shall be discharged into any public or private sewer serving any Lot or any part thereof in violation of any regulation of any governmental entity having jurisdiction over such.

Section 11. No exterior clothes lines or clothes hanging devices, shall be permitted on any Lot, except for retractable umbrella-type devices with a diameter not to exceed seven feet (7') or a retractable clothesline not extending over twenty-eight feet (28'), provided, however, that the same may only be used in the rear of any dwelling unit constructed on said Lot and the clothes line or device is stored within the dwelling unit when the clothes line is not in use.

Section 12. All dwellings must be stick-built custom homes, modular homes, or manufactured homes. No mobile homes or trailers are permitted. Declarants reserve the right to determine, in its sole discretion, that any modular or manufactured home meets the requirements and intents of this Deed.

Section 13. No dwelling, exclusive of garages, basements, and other unfinished areas, shall be constructed on any Lot with a footprint (the ground level of the dwelling) of an aggregate finished square footage amount of less than One Thousand Eight Hundred (1,800) square feet of finished space on the ground floor of the dwelling.

Section 14. Sheds are permitted only when constructed in accordance with the codes and regulations of all governing authorities. Sheds may not be constructed in side or front yards.

Section 15. Garages shall be attached to or part of the main structure on the Lot, unless in compliance with Section 1 of this Article. A garage attached by a breezeway must be constructed with materials similar to that which are used on the main structure and must be constructed in accordance with all rules and regulations of all governing agencies. No garage on a Lot shall be converted to a living space or altered or used for purposes that would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed.

Section 16. The exterior finish materials on any dwelling, garage, or shall be brick, stone, EIFS, hardiplank or hardipanel (or other like quality cementaceous siding), cedar or other wood siding, log, vinyl siding, or stucco. No offensive or atypical colors may be used on any exterior visible surfaces.

Section 17. Until such time as development is complete, no building, structure, addition or

exterior alteration (including basketball backboards, rims and nets) or improvements of any kind shall be constructed, installed, or maintained on any Lot or dwelling unit located thereon unless a plan of construction that specifies in detail quality of workmanship, design, colors and materials shall have been approved in writing by the Declarants. This Section 17 shall not apply to Lots owned by a Builder unless specifically referenced in the deeds from the Declarants to the Builder.

Section 18. Lots may be cleared only to create space for yards, dwellings, garages and sheds and/or selectively cleared to increase the viewshed from a dwelling. All cleared areas must be seeded/sodded within 15 days of any clearing activity. In no case will an Owner clear, or allow to be cleared, more than 40% of the total area of a lot.

No tree hedge or other landscape feature shall be planted or maintained in a location that obstructs sightlines for vehicular traffic on public streets. All grass must be kept mown to a level of 5" in height or less.

Section 19. No Owner, occupant, or invitee on any Lot shall obstruct or impede the rightful access of any other Owner, occupant, or invitee on any Lot to any Lot to which such person would otherwise have lawful access.

Section 20. No structure of a temporary character, and no trailer, tent, shack, pen, kennel, run, or temporary accessory buildings shall be erected, used, or maintained on any Lot except in connection with construction activities.

Section 21. Pavement, plantings, and other landscape materials shall not be placed or permitted to remain within the area of any utility easements of any Lot: (I) if such materials may damage or interfere with any easement for the installation or upkeep of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be encouraged.

Section 22. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape upkeep, and satellite mini-dishes, limited to one per Lot, no water pipe, sewer pipe, gas pipe, drainage pipe, television or telephone cable, electric line, or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

Section 23. No kiddie pools, play equipment, sandboxes, toys, verandas, gazebos, or other similar appurtenances may be used or kept in any front or side yard.

Section 24. No exterior antenna, satellite dish, or similar exterior improvement shall be installed or maintained upon any Lot. Mini dishes are allowed, as are microwave internet receivers. Only one mini dish and one microwave receiver are allowed per Lot.

Section 25. No Lot shall be subjected to or used for any timesharing, cooperative, licensing, or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

Section 26. No Lot or dwelling shall be used for a group home, drug rehabilitation "halfway" house or other similar use for residents not related by marriage or consanguinity or other legally recognized familial relationship. This provision is to insure the character of the subdivision as a residence for families and their members.

Section 27. No hunting, trapping of any kind, or discharge of any firearm or other weapon shall be permitted on any Lot.

Section 28. Open burning is not permitted on any Lot, except that outdoor fireplaces, grills, and chimneys may be used only if equipped with fire screens to prevent the discharge of embers or ashes.

Section 29. The use of motorized or all-terrain vehicles in the subdivision shall be prohibited except those licensed and approved for use on state roads. The use of any motorized vehicle in common areas, open space or undeveloped land is expressly prohibited. The use of such motorized vehicles in common areas, open space or undeveloped land shall be an unauthorized trespass on such property and this covenant is notice to all that such trespass is forbidden. The use of such motorized vehicles as prohibited in this section shall subject the trespasser to criminal prosecution.

Section 30. No exterior lighting shall be directed outside the boundaries of any Lot.

Section 31. No Lot or dwelling or improvement located on a Lot shall be used for any business, commercial, manufacturing, mercantile, storage, sales, or other similar purposes; provided, however, that an Owner may maintain an office or home business in the dwelling on such Owner's Lot if : (I) such office or home business is operated by the Owner or a member of the Owner's household residing on the Lot; (ii) there are no displays or signs indicating that the Lot is being used

other than a residence, (iii) such office or business does not generate significant traffic or parking usage by clients, customers, or other persons related to the business; (iv) no equipment or other items related to the business are stored, parked, or otherwise kept on such Owner's Lot; (v) such Owner has obtained any required approvals for such use from the appropriate local governmental agency; (vi) the activity is consistent with the residential nature of the Lot and complies with local ordinances; and (vii) the dwelling is used primarily as a residence.

Section 32. This section shall not be construed as forbidding any work involved in the construction or upkeep of any portion of any Lot so long as such work is undertaken and carried out in accordance with all applicable restrictions and regulations.

Any Owner, contractor, or builder undertaking development or construction activities on any Lot shall take all steps reasonably necessary to prevent damage to adjacent Lots or streets and shall restore any land or improvement disturbed by such development or construction activities to a condition at least as good as the condition existing prior to the undertaking of such work. The Owner, contractor, or builder shall be responsible for the cleanliness of all construction vehicles working on any Lot during the site's development or construction, particularly on any public roads, and such Owner, contractor, or builder, at its sole cost and expense, shall promptly remove the same.

Section 33. Neither the restrictions nor the covenants in this Declaration shall apply to any otherwise lawful acts or omissions of the Declarants or of any builder approved by the Declarants during the development period. This exception for the builders shall be subject to such rules as may be established by the Declarants for safety or to maintain the appearance of any Lot.

Section 34. No Lot or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than six months. No portion of any dwelling (other than the entire dwelling) shall be leased for any period, provided, however, that a reasonable number of roommates are permitted. No Owner shall lease a Lot other than on a written form of a lease: (i) requiring the tenant to comply with this Declaration, and (ii) providing that failure to comply constitutes a default under the lease.

Section 35. No Lot other than that which is owned by the Declarants shall be further subdivided or separated into smaller Lots, nor will existing Lots be consolidated, by any Owner. Declarants may subdivide or consolidate its Lots in their Sole Discretion.

Section 36. If a Lot Owner uses a builder other than the Declarants or a builder approved, in writing by the Declarants, their successors or assigns, to construct a dwelling on the Lot, such Lot Owner must post a bond to the Declarants in the amount of Five Thousand Dollars (\$5000.00) for potential impact to the roads. The bond shall be refunded in the amount posted less amounts expended to repair impact to the roads resulting from the builder.

Section 37. No Owner shall seek to rezone such Owner's Lot.

Section 38. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the provisions of this Declaration, as well as any applicable supplementary Declaration. Notwithstanding failure to include a reference to this Declaration in a deed or instrument transferring title to a Lot, the covenants, restrictions, easements, conditions, charges, and liens set forth herein shall encumber the Lot as though reference thereto was set forth in such deed or instrument.

Section 39. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of ten (10) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods, unless changed in accordance with ARTICLE X, Section 3 below.

Section 40. The invalidation of any one of the covenants or restrictions contained herein by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect. The failure of any Owner, the Association, or the Declarants to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a violation of these provisions occurring prior or subsequent thereto.

ARTICLE VII

EASEMENTS & RESERVATIONS

Section 1. Public Utility and Drainage Easements. The property described herein is, and shall be, subject to those certain easements or rights of way designated, or to be designated, as Water Easements, Sanitary Sewer Easements, Drainage Easements, Gas Easements, Utility Easements and Signage Easements on the Plat, or any plat relating to Abrams Pointe Phase 1A, that has been recorded or will be recorded, and including any plats adding future sections.

Section 1(a). Declarants reserve unto itself/himself, their successors, and assigns for future

dedication to the Homeowner's Association the following open spaces, storm drainage system, drainage easements, signage easements, landscape easements:

Open Spaces:

10' Active Road Efficiency Buffer as identified on the Plat.

40' In-Active Road Efficiency Buffer as identified on the Plat.

Open Space A as identified on the Plat.

Open Space B as identified on the Plat.

Open Space C as identified on the Plat.

Drainage Easements:

All 25' PRW and Private Drainage Easements as identified on the Plat.

All 20' Private Drainage Easements as identified on the Plat.

All Signage & Landscape Easements identified on the Plat.

All Drainage Easements as identified on the Plat (non-private).

All 20' Drainage Easements as identified on the Plat (non-private).

All 2' Drainage Easements as identified on the Plat (non-private).

Section 1(b). Declarants reserve, dedicate, grant and conveys all the following sewage and water easements to the FCSA:

Sewage Easements:

All 20' Sewage Easements as identified on the Plat.

Water Easements:

All 20' Water Easements as identified on the Plat.

Section 2. Maintenance of Private Drainage Easements and Detention Areas. Upon dedication and conveyance of the private drainage easements and detention areas to the Homeowner's Association, the maintenance of all drainage easements and detention areas located within the subdivision shall be maintained by the Association and in the event that said Association does not maintain said areas, and keep the same in good repair, then the Declarants and/or the County, as the case may be, may come upon said property and make necessary repairs and perform whatever maintenance is necessary with the cost of the same to be borne by the Association and in the event that said Association does not pay for said repairs and/or maintenance, when billed, then,

in addition to all other available remedies, said charge shall become a lien upon the property belonging to the Association. If requested, the Association, when the Declarants convey the common areas to the Association, may agree to enter into any agreement absolving the County of any and all liability with regard to said drainage easements and/or detention areas. Owners of Lots on which private drainage easements are located shall have the right to mow and otherwise use said easements so long as they do not interfere with the drainage of water through said easements.

Section 3. Signage Easements. The Declarants reserve unto itself/himself, their successors, and assigns those certain signage easements as identified on the Plat for future dedication and conveyance to the Homeowner's Association. The purpose of said signage easements is to erect identification signage for Abrams Pointe Phase 1A, and additional lands added thereto as provided herein, which signage shall be maintained by the Association.

Section 4. Reservations. The Declarants make the following Reservations:

- (a) The Declarants hereby reserve unto itself/himself and their successors in title, the right to erect, maintain, operate, and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water, and television lines and related equipment, and other utility equipment where such utility lines and equipment are located, within the easements reserved herein, or as set forth on the Plat, and over the Common Areas as needed, provided that such easements shall not interfere with the use and enjoyment of the Common Areas.
- (b) The Declarants hereby further reserve for itself/himself and their successors in title, an easement for the installation and maintenance of sidewalks, roadways, curbs, gutters, lighting, signage, drainage, and storm water management facilities within Abrams Pointe Phase 1A. These easements shall run with the land.
- (c) The Declarants hereby further reserve unto itself/himself and their successors in title, for a period of five (5) years from the date hereof, a blanket easement and right on, over, and under the ground within Abrams Pointe and all Lots and property contained therein, to maintain and correct drainage of surface

water problems in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which the Declarants or their successors shall restore the affected property to its original condition as nearly as possible. The Declarants shall give reasonable notice of intent to take such action to the Owner of the Lot(s) upon which such action is to be taken, unless, in the opinion of the Declarants, an emergency exists which precludes such notice. Reservation by Declarants of this easement and the rights contained herein shall not, in any way, obligate Declarants to undertake any maintenance, repair, or corrective action whatsoever and shall not impose any liability or responsibility upon Declarants therefor.

ARTICLE VIII

DEDICATION OF STREETS AND SIDEWALKS

Section 1. Declarants hereby grant, convey and dedicate the following streets of Abrams Pointe Phase 1A to Frederick County, as set forth more particularly on the incorporated and attached Plat: Abrams Pointe Boulevard and Harold Court. Abrams Pointe Boulevard is a 60' right of way hereby dedicated for public use. Harold Court is a 50' right of way hereby dedicated for public use. Both streets compose a total of 1.8499 acres.

Section 2. Declarants hereby grant, convey and dedicate all of the sidewalk easements as set forth more particularly on the incorporated and attached Plat to Frederick County for the construction and maintenance of sidewalks within said easements. The areas of the sidewalk easements are hereby dedicated for the public use.

ARTICLE IX

GENERAL RESERVATION

The Declarants herein reserve unto itself/himself, for a period of five (5) years, the right to amend this Deed of Declaration and the Plat attached hereto, so long as the same scheme established in Abrams Pointe Phase 1A, that being single family residential lots, is maintained, without any action by, or the consent of, the Owners of any Lots.

1110

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Declarants, their successors or assigns, or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Deed of Declaration, by any proceeding at law or in equity. Failure by any Owner or the Declarants, their successors or assigns, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs which the Declarants, their successors or assigns, or any Owner shall incur in the successful enforcement of the restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, shall be borne by the party against whom action is taken. The costs referenced herein shall include reasonable attorney's fees, court costs, and damages.

Section 2. Severability: Invalidation of any one of the provisions contained herein by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment: The provisions of this Deed shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Declarants or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this Deed is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, as described under ARTICLE VI, Section 37, above. The Covenants and Restrictions of this Deed may be amended during the first ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter, by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded among the land records of County of Frederick, Virginia.

{SIGNATURE PAGES TO FOLLOW}

0115

WITNESS the following signatures and seal:

CAMPFIELD, LLC,

By: *John P. Carr* (SEAL)
John P. Carr, Managing Member

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY OF WINCHESTER. To-wit:

The foregoing instrument was acknowledged before me this 2nd day of December 2010, by John P. Carr, as Managing Member of Campfield, LLC, a Virginia Limited Liability Company, on behalf of said company.

Registration No. 138684
My commission expires 7/31/2012

Anta E. Markle
Notary Public



0116

Fred L. Glaize, III (SEAL)
Fred L. Glaize, III

State OF Virginia, AT LARGE
CITY/COUNTY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this 1st day of December 2010, by Fred L. Glaize, III.

Registration No. 138684
My commission expires 7/31/2012.



Anita E. Markle
Notary Public

0117

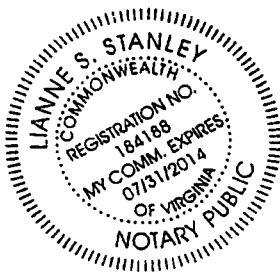
FREDERICK COUNTY SANITATION AUTHORITY,

By: *Judith A. Smoot* (SEAL)
~~John G. Whitaker, Senior Engineer~~
Judith A. Smoot, Director of Finance

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this 3 day of December 2010, by ~~John G. Whitaker, Senior Engineer~~ of Frederick County Sanitation Authority, on behalf of said entity, Judith A. Smoot, Director of Finance,

Registration No. 184188
My commission expires 7/31/2014



Lianne S. Stanley
Notary Public

0118

BB&T-VA COLLATERAL SERVICE CORPORATION

By: Joseph R. Clodfelter (SEAL)
Its: Vice President

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this 2 day of December
2010, by Joseph R. Clodfelter, as VP/Regional Credit Officer of BB & T - VA Collateral
Service Corporation, on behalf of said corporation.

Registration No. 184188
My commission expires July 31, 2014



Lianne S. Stanley
Notary Public

0119

BRANCH BANKING & TRUST COMPANY OF
VIRGINIA

By: [Signature] (SEAL)

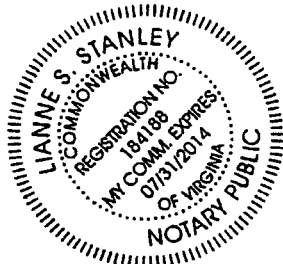
Its: SVP.

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY OF WINCHESTER, To-wit:

The foregoing instrument was acknowledged before me this 2 day of December
2010, by David A. Chandler as Senior Vice President of Branch Banking & Trust Company of
Virginia, on behalf of said company.

Registration No. 184188

My commission expires July 31, 2014



[Signature]
Notary Public

11 0120

ABRAMS POINTE HOMEOWNERS ASSOCIATION,
INC.

By: *John P. Carr* (SEAL)
John P. Carr, Director

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY OF WINCHESTER, To-wit:

The foregoing instrument was acknowledged before me this 2nd day of December
2010 by John P. Carr as Director of Abrams Pointe Homeowners' Association, Inc. on behalf of
said corporation.

Registration No. 138684
My commission expires 7/31/2012

Anita E. Markle
Notary Public



VIRGINIA: FREDERICK COUNTY, SC1.

This instrument of writing was produced to me on

12-3-10 at 1:47pm
and with certificate of the instrument thereto annexed
was admitted to record by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable.

Rebecca P. Hogan, Clerk

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
FREDERICK CIRCUIT COURT
DEED RECEIPT

DATE: 12/03/10 TIME: 13:47:45 ACCOUNT: 069CLR100011764 RECEIPT: 10000021950
CASHIER: VHE REG: WE17 TYPE: COR PAYMENT: FULL PAYMENT
INSTRUMENT : 100011764 BOOK: PAGE: RECORDED: 12/03/10 AT 13:47
GRANTOR: CAMPFIELD LLC EX: N LOC: CO
GRANTEE: CAMPFIELD LLC EX: N PCT: 100%

AND ADDRESS :
RECEIVED OF : HARRISON & JOHNSTON

CHECK: \$35.00

DESCRIPTION 1: R 9 DIST

2:
CONSIDERATION:

.00 A/VAL:

.00 MAP: MISC
PIN:

PAGES: 28 O/P 0
NAMES: 0

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: REBECCA P. HOSAN