

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

STRASBURG STATION

THIS DECLARATION is made this 20th day of August, 1999, by ALAN TOOTHMAN CONSTRUCTION, INC., a Virginia Corporation, hereinafter referred to as "DECLARANT".

*** WITNESSETH ***

THAT, WHEREAS, Alan Toothman Construction, Inc. a Virginia Corporation, is the owner of real estate located in Davis Magisterial District, Shenandoah County, Virginia, shown on Exhibit A attached hereto, and has decided to subject that real estate, with the exception of Out Lot containing 1.8718 acres, to certain covenants, restrictions, reservations, easements, servitudes, liens and charges, all of which are particularly hereinafter set forth; and

WHEREAS, the DECLARANT desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community contributing to personal and general health, convenience, and well being of the residences therein and for the maintenance of the land and improvements thereon, and to this end has decided to subject the real estate described in Exhibit A with the exception of said Out Lot (together with such additions thereto as may hereafter be made pursuant to Article VIII, Section 3 hereof) to the terms and provisions hereof, all of which are for the benefit of said real estate and each OWNER thereof.

NOW, THEREFORE, the DECLARANT hereby covenants and declares, on behalf of itself and its successors and assigns, that the said real estate shall, from the date of the recording of this Declaration, be held, conveyed, acquired and encumbered subject to the terms and provisions hereof, all of which shall run with the land and bind and enure to the benefit of all persons who may now or hereafter own or acquire any right, title, estate or interest in and to the real estate, or who may now or hereafter occupy or reside on any portion thereof, subject to the right of the DECLARANT at any time or from time to time to amend Exhibit A hereto to add

real estate; to amend Exhibit A hereto to show any section(s) hereafter added as a part of Strasburg Station. This Declaration shall become effective as to each Section when Exhibit A hereto is amended to add the same to the legal description of the real estate included in Strasburg Station.

ARTICLE I

INTERPRETIVE PROVISIONS

Section 1. Definitions. In this Declaration:

1. "ASSOCIATION" means Strasburg Station Owners' Association, a non-stock corporation organized under the laws of the Commonwealth of Virginia.
2. "ASSOCIATION DOCUMENTS" means the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, all as the same may be amended from time to time.
3. "BOARD OF DIRECTORS" means the Board of Directors of the Association.
4. "DECLARANT" means Alan Toothman Construction, Inc., a Virginia Corporation. From and after the date of recordation of a document assigning to another person all of the rights reserved to the DECLARANT hereunder, the term "DECLARANT" shall mean that assignee.
5. "LOT" means a portion of the PROPERTY designated as a numbered lot of land on the plat of subdivision of the PROPERTY recorded by the DECLARANT heretofore or herewith, and includes any dwelling and other improvements now or hereafter appurtenant to that land.
6. "MORTGAGE" means a mortgage or deed of trust.
7. "MORTGAGEE" means any PERSON owning an indebtedness secured by a MORTGAGE or deed of trust on any one or more numbered LOTS.

8. "OWNER" means, while he or they are in title, the PERSON or PERSONS who now or hereafter own a LOT in fee simple, which does not mean any PERSON whose estate or interest in a LOT exists only by virtue of an unrecorded document or is held only as a security for the payment or performance of an obligation. Each LOT shall at all times have one "OWNER" within the meaning of this definition, however, that OWNER may consist of more than one PERSON.

9. "PERSON" means any natural person, corporation, partnership, trust or other entity.

10. "PROPERTY", when capitalized, means at any given time the real estate then subject to the Declaration and includes all improvements and appurtenances now or hereafter existing with the exception of Out Lot containing 1.8718 acres.

11. "UPKEEP" means care, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 2. Captions. Captions in this Declaration are inserted only as a matter of convenience and for reference, and in no way limit or otherwise affect the scope, meaning or effect of any provision of this Declaration.

Section 3. Pronouns. Masculine singular pronouns are used in this Declaration only as a matter of convenience, and shall be construed to include persons of any number or gender.

Section 4. Severability. Each provision of this Declaration is severable from every other provision hereof, and the invalidity of any one or more provisions of this Declaration shall not change the meaning of or otherwise affect any other provision hereof.

Section 5. Conflicts. If there is any conflict between provisions of this Declaration, the Articles of Incorporation of the ASSOCIATION, the Bylaws of the ASSOCIATION, and/or a resolution adopted pursuant to any of the foregoing, the provisions of the document mentioned in this sentence before the document containing a conflicting provision shall have control.

ARTICLE II

DRAINAGE AREAS

Section 1. Upkeep. It shall be the responsibility of the ASSOCIATION to maintain the drainage easement on the Out Lot containing 1.8718 acres, and the drainage easement areas located on Lots, 13, 14 and 32. The owners of Lots 13, 14 and 32 shall not alter the terrain of the drainage easement located on these lots so as to interfere with the drainage of this Development and the owners of said lots shall be responsible for mowing the drainage areas located on these lots.

It shall be the responsibility of the ASSOCIATION to maintain the detention pond located on Lots 61, 62, 63, and 64. This responsibility shall include mowing of the detention pond located on said lots. The Owners of Lots 61, 62, 63 and 64 shall not alter the terrain on these lots so as to interfere with the drainage of this Development.

Section 2. Appurtenant to each lot whether or not mentioned in the deed thereto, shall be an easement to connect to the Sanitary Sewer Line located on Lots 63 and 64. Appurtenant to each lot and the Out Lot containing 1.8718 acres, whether or not mentioned in the deed thereto, shall be an easement for drainage from the Lots and the Out Lot into the drainage areas located on Lots 13, 14 and 32 and the Detention Pond located on Lots 61, 62, 63 and 64.

ARTICLE III

EASEMENTS

Section 1. Easements of the ASSOCIATION. The ASSOCIATION does hereby grant an easement entitling its DIRECTORS, officers, agents, employees and independent contractors hired by the ASSOCIATION, to enter into or upon any LOT to the extent reasonably necessary to determine whether the LOT is being kept up as required by the ASSOCIATION DOCUMENTS and to take any action pursuant to the applicable section.

Section 2. Emergency Access. An easement is hereby granted over the PROPERTY for the lawful performance of their functions in the event of emergencies to all police, ambulance and other rescue personnel.

Section 3. Easements Required By Governmental Authorities. The right is hereby reserved unto the DECLARANT and to the ASSOCIATION to grant any easements required by any governmental agency over any portion or portions of the PROPERTY, as are reserved for utilities and roads in Section 4 hereinafter, including (without limitation) any LOTS of which the DECLARANT is not the OWNER at the time such easements are granted.

Section 4. Utilities. DECLARANT reserves unto himself, his successors and assigns an easement for the provision to any portion or portions of the PROPERTY of all utilities, including (without limitation) water, sewer, electricity, gas, telephone, and cable television service. This easement shall be located along a strip five (5) feet in width adjacent, parallel and along all of the side LOT lines, except for those LOT lines over which common walls and residential units are constructed, with the exception of corner LOTS where the aforesaid easements shall be ten (10) feet in width along the side LOT line where no common wall exists. In addition thereto, an easement shall be located on a strip ten (10) feet in width adjacent, parallel and along all front and rear LOT lines. Any pipes, conduits, lines, wires, transformers and other apparatus necessary for the provision of metering any utility may be installed, maintained or relocated where initially installed by or with the permission of the DECLARANT where contemplated on any site plan approved by the DECLARANT, or where approved by resolution of the BOARD OF DIRECTORS. The right is hereby reserved unto the DECLARANT, as long as the DECLARANT is an OWNER, and to the ASSOCIATION thereafter, to grant any public utility companies easements over and through any of the rights of way reserved herein, including (without limitation) those rights of way over any Lots of which the DECLARANT is not the OWNER at the time such easement is granted. Notwithstanding anything contained herein,

DECLARANT shall have the right to grant easements as set forth hereinabove over any portion of the LOT of which the DECLARANT is the OWNER at the time of such conveyance.

Section 5. Signs: The right is hereby reserved unto the DECLARANT and to the ASSOCIATION to erect, maintain, repair and replace signs identifying the PROPERTY and designating entry ways into the PROPERTY together with the right of ingress and egress for such purposes as shown on the attached plat as "sign easement" on Lot 64.

Any tax assessed by the Town of Strasburg and the County of Shenandoah on any sign or improvement that identifies the PROPERTY and designates any entryway into the PROPERTY shall be paid by the ASSOCIATION.

Section 6. Party Wall Easements and Party Wall Rights. All matters arising in connection with any wall which would constitute a party wall at common law shall, to the extent consistent with the provisions of this Article, be subject to the common law of Virginia as modified by statute from time to time. In the event the center line of a party wall should now or hereafter fail to coincide with the boundary between the LOTS it serves, an easement for any resulting encroachment is hereby granted.

Section 7. UPKEEP OF PARTY WALLS. UPKEEP of each party wall is the equal responsibility of the OWNERS whose LOTS it serves, and the cost of its upkeep shall be apportioned equally between those LOTS. Notwithstanding the foregoing, each OWNER is solely responsible for damage to a party wall caused by himself or his invitees, including (without limitation) all persons lawfully occupying or residing on his LOT. Rights and duties of contribution under this Section and any such rights and duties arising under the law of Virginia shall run with the land and bind the successors in interest of the person to whom such rights belong and from whom such duties are owed, without prejudice to any right of a successor in interest to recover from any of his predecessors in title any amount for which the latter was liable.

Section 8. Fences and Other Barriers. The provisions of this article pertaining to party walls shall also govern any fence or other barrier originally installed by or for the DECLARANT and intended to divide one LOT from another, of any replacement thereof authorized by the BOARD OF DIRECTORS or by any architectural control committee created pursuant to the BYLAWS. This article does not apply to any wall, fence or other barrier between a LOT and the COMMON AREA, because any such improvement, if originally constructed by or for the DECLARANT, is intended to be part of the LOT rather than a party wall.

Section 9. Parking: The parking of motor vehicles shall be limited to the driveways located on individual LOTS and on Ruth Court and Maynard Lane directly in front of the Lotowners' residence. This covenant and restriction shall not be construed to prohibit temporary guests of Lotowners from parking on other portions of Ruth Court and Maynard Lane which are not directly in front of a lot.

Section 10. Easements for Access to Adjoining Property: DECLARANT reserves an easement for ingress and egress over Lot 57 from Maynard Lane to adjoining real estate as shown on the plat and reserves the right to dedicate this area for public use.

ARTICLE IV

UPKEEP OF THE LOTS

Section 1. Responsibility for UPKEEP of LOTS. Each OWNER of a LOT is responsible for the UPKEEP of his LOT. If any such OWNER shall fail to keep his LOT in as good repair and condition as when he acquired it (normal wear and tear excepted), the BOARD OF DIRECTORS may, pursuant to resolution, give notice to that OWNER of the condition complained of, specifying generally the action to be taken to rectify that condition. If the OWNER fails to rectify the condition within 30 days from the date the notice is given, or such shorter period as may be specified in the notice if the circumstances warrant a shorter period, the ASSOCIATION shall have the right, pursuant to any resolution adopted by the BOARD OF

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR STRASBURG STATION

THIS AMENDMENT to the Declaration of Covenants and Restrictions for Strasburg Station is made this 19th day of January 2011, by the STRASBURG STATION HOMEOWNERS ASSOCIATION after a special meeting and the required three-fourths majority of votes to amend the Covenants and Restrictions.

The Amendment is to change ARTICLE V, RESTRICTIONS, section one and two as recorded in Deed book 866 page 436.

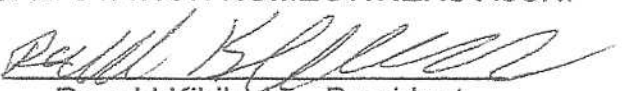
The changes are as follows:

Section 1 Residential Use There shall be one (1) single family dwelling on each LOT. No Lot shall be used for any non-residential purpose.

Section 2 Leasing No DWELLING or portion thereof shall be used as a rooming house, boarding house, or motel. No DWELLING shall be leased except as a whole. No DWELLING shall be leased or rented for any period of less than six (6) months. No DWELLING shall be leased except pursuant to a written lease expressly providing that the rights of the tenants thereunder shall be subject to this DECLARATION and to the ASSOCIATION DOCUMENTS. A copy of the lease shall be delivered by hand or mailed, first-class postage prepaid, to a DIRECTOR of the ASSOCIATION prior to occupancy by the tenant.

IN WITNESS WHEREOF, the STRASBURG STATION HOMEOWNERS ASSOCIATION has executed this AMENDMENT as of the date set forth above.

STRASBURG STATION HOMEOWNERS ASSN.

By 
Ronald Kibiloski, President

DIRECTORS, to rectify the condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred by the ASSOCIATION in rectifying the condition, less any amount recovered by the ASSOCIATION pursuant to the provisions hereof, shall be assessed against the LOT in question.

ARTICLE V

RESTRICTIONS

Section 1. Residential Use. There shall be no more than one (1) single family dwelling, residence or single unit of a multi unit housing structure erected on each LOT. No LOTS shall be used for any non-residential purposes except that the following uses shall be permitted subject to applicable state, county and/or town laws.

A. Home occupation conducted by the occupant.

B. DECLARANT reserves the right to use any single unit from time to time for the purpose of a model home and office.

Section 2. Leasing. No LOT or portion thereof shall be used as a rooming house, boarding house or motel. No LOT shall be rented or leased except as a whole for any period of less than three (3) months. No LOT shall be leased except pursuant to a written lease expressly providing that the rights of the tenants thereunder shall be subject to this Declaration and to the ASSOCIATION DOCUMENTS. A copy of the lease shall be delivered by hand or mailed, first-class postage prepaid, to a DIRECTOR of the ASSOCIATION.

Section 3. Signs. No signs, billboards or advertising of any nature shall be erected, placed or maintained on this PROPERTY, however, individual OWNERS may erect signs identifying their particular LOT or LOTS, or "For Sale" signs provided that such signs comply with the Town of Strasburg ordinances relating to the erection of such signs. Also DECLARANT shall have the right to erect signs used to identify, promote, and sell or give direction in connection with his development business.

Section 4. Temporary Buildings. No buildings of a temporary nature shall be erected or placed on any LOT upon the property except those customarily erected in connection with building operations and sales; and in such cases, for a period not to exceed twelve (12) months with respect to those erected in connection with building operations.

No house trailers or mobile homes shall be placed upon the PROPERTY, other than an office trailer to be used by DECLARANT as a construction and sales office, and the use of temporary camping trailers is prohibited except for use during construction. Further, no trucks, other than standard pickup trucks with a gross vehicle weight of 10,000 pounds or less, buses, old cars, unsightly, unlicensed or uninspected vehicles, motor homes, camping trailers, trailers of any kind, or boats may be left or abandoned on said LOTS. Nothing contained herein shall prohibit the DECLARANT from maintaining a trailer for the purpose of storage during the construction phase of the PROPERTY.

Section 5. Building Size. Any single story dwelling constructed on a LOT shall have a minimum of 1200 square feet of living space on the main floor. Multi-level dwellings shall have a minimum of 1,500 square feet of aggregate living space. Excluded from the computation of the above square footage shall be porches, decks, carports, garages and basements.

Section 6. Mowing. All LOTS with open areas shall be mowed on a regular basis and at no time shall the OWNER of any LOT allow the grass or ground cover growth to exceed an average of four (4) inches in height. If the OWNER of a LOT should fail to have his LOT mowed in accordance with the provisions of this Section, the ASSOCIATION can have the LOT mowed from the ASSOCIATION funds and the ASSOCIATION shall have the authority to place a lien on said property or to obtain a judgment against the LOT OWNER for such cost.

Section 7. Setbacks. All building set back regulations shall be the same as those provided by the Town Code of the Town of Strasburg, Virginia.

Section 8. Re-subdivision. No LOT in the Subdivision may be re-subdivided, unless all of the re-subdivided portions thereof are added to adjoining and contiguous LOTS and become a portion of said adjoining or contiguous LOT under the definition herein.

Section 9. Driveways. All driveways leading off roads in the Subdivision must be constructed with a finished surface of concrete, asphalt, or brick.

Section 10. Access. No PERSON shall do anything which would impede the access of any other PERSON to any portion of the PROPERTY to which that other PERSON has a right to go.

Section 11. Nuisance. No PERSON shall cause any unreasonable loud noise any where on the PROPERTY nor shall any person permit or engage in any activity, practice or behavior for the purposes of causing annoyance, discomfort, or disturbance to any person lawfully present on any LOT, or which would interfere with the enjoyment of any LOT ; but this provision shall not be construed as prohibiting any work involved in the UPKEEP of any portion of the PROPERTY so long as such work is undertaken and carried out (i) with the minimum practical disturbance to PERSONS occupying or residing in other LOTS; (ii) in such a way as to not violate the rights of any PERSON under the provisions of this DECLARATION; and (iii) in accordance with all applicable provisions of the rules, regulations and resolutions of the Board of Directors or any other committee pursuant to the Bylaws and other provisions of this DECLARATION.

Section 12. Rules and Regulations. The BOARD OF DIRECTORS shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the UPKEEP, use and enjoyment of the PROPERTY or any portion or portions thereof.

Section 13. Satellite Antenna. No satellite antenna shall be erected on any LOT on the PROPERTY.

Section 14. Fences. No fences shall be constructed on any LOT on the PROPERTY unless such fences are required to comply with the Federal, State or local statutes or ordinances,

Changes
to the
Declaration of Covenants and Restrictions
for
Strasburg Station

Book 866 page 438

Section 13. Satellite Antenna. No satellite antenna shall be erected on any LOT on the PROPERTY without approval of the location of the said satellite antenna by the Architectural Control Committee

Section 14. Fences. Only rear lot line fences on the perimeter of the subdivision may be allowed. They must conform to local, State and Federal statutes or ordinances. Fences shall be the same height (not to exceed six feet), color and maintenance free material as the existing privacy fences between duplexes. No fence shall be constructed of chain link or metal wire. All fences must be approved by the Architectural Control Committee before construction begins. Fences for pet control should be of the invisible fence type.

and further fences may only be constructed in accordance with the RULE AND REGULATIONS of the ASSOCIATION, subject to the approval and procedures of the ARCHITECTURAL CONTROL COMMITTEE contained therein. No such fence shall be constructed of chain link or metal wire.

Section 15. Inoperable Vehicles. No inoperable vehicles shall be allowed to remain on any LOT or common area of the PROPERTY.

Section 16. Clothes Lines. Clothes lines are prohibited on any portion of the PROPERTY, including all LOTS.

Section 17. Sidewalks. Sidewalks located on each LOT will be maintained and cleared in accordance with the existing ordinance pertaining to sidewalks and any amendments thereto as set forth in the Code of the Town of Strasburg

ARTICLE VI

ASSESSMENTS

Section 1. Purpose and Payment of Assessments. The BOARD OF DIRECTORS shall levy assessments against all the LOTS in order to raise money to pay the administrative costs of the ASSOCIATION, the costs of discharging the ASSOCIATION's powers and duties under this Declaration and the ASSOCIATION DOCUMENTS and UPKEEP costs for the COMMON AREAS when applicable, and all other costs lawfully incurred or to be incurred by the ASSOCIATION or for which the ASSOCIATION is liable or otherwise responsible.

Section 2. Annual Assessment Fees. Until the beginning of the fiscal year of the ASSOCIATION following the first recorded conveyance of any LOT to one or more OWNERS other than the DECLARANT, the maximum annual assessment for each LOT shall be One Hundred Dollars (\$100.00), which shall be prorated in accordance with the number of days remaining in the fiscal year in which said conveyance takes place. For the fiscal year following the first recorded conveyance of any of the LOTS to one or more OWNERS other than the

DECLARANT, and for all fiscal years thereafter, the BOARD OF DIRECTORS shall fix and may change the amount of the annual assessments. The BOARD OF DIRECTORS shall, in its discretion, set and establish the dates for the fiscal year of the ASSOCIATION and the dates for the payment of assessments hereunder. Notwithstanding the foregoing, whenever Exhibit A and Exhibit B hereto is amended to include all or any portion(s) of the real estate described in Exhibit C hereto, then, and in such event, the BOARD OF DIRECTORS shall determine an assessment for the portion of the fiscal year remaining following such amendment on a pro-rata basis, and shall then assess annual installments on additional LOTS thereafter.

Section 3. Limitation on Increase of Annual Assessments. Annual assessments may be increased only by a resolution of the BOARD OF DIRECTORS of the ASSOCIATION.

Section 4. Special Assessments. In the event of an actual or anticipated shortage in the funds necessary to pay the costs contemplated hereunder for which the ASSOCIATION would be responsible, the BOARD OF DIRECTORS may levy special assessments in amounts sufficient to cover the shortage and shall specify the date or dates for which that assessment shall be due.

Section 5. Uniformity of Annual and Special Assessments. Annual assessments and special assessments shall always be fixed in the same amount for each LOT.

Section 6. Liability for Assessments. Each OWNER shall be personally liable for all assessments levied against him or his LOT(s). No OWNER may avoid liability for any assessment or fee by waiver, nonuse or abandonment of any right or real estate. The new OWNER of a LOT shall be jointly and severally liable with the former OWNER thereof for all unpaid assessments owed with respect to such LOT, without prejudice to any right of a successor in interest to recover from any of his predecessors in title any amount for which the latter was liable and also subject to the limitations provided for in the PROPERTY DISCLOSURE ACT of the Code of Virginia of 1950, as amended.

Section 7. Liability for Assessments. No PERSON shall have any liability with respect to assessments becoming due as to a particular LOT after he has ceased to be the OWNER thereof. Notwithstanding anything to the contrary in this Article, no MORTGAGEE or other PERSON(S) who becomes an OWNER by reason of foreclosure or deed of assignment in lieu of foreclosure, and no successor in title to that MORTGAGEE, shall have any liability with respect to assessments which became due before such foreclosure or deed of assignment in lieu thereof, and the lien created thereunder shall cease to exist with respect to those assessments at such time as title is transferred by the foreclosure or by deed of assignment in lieu thereof.

Section 8. Certificate as to Status of Payment. Upon written request by any OWNER, the Treasurer of the ASSOCIATION or such other officer of the ASSOCIATION as the Bylaws may specify, shall issue a dated certificate to that OWNER setting forth the amount of any assessments that have become due from that OWNER before the date of that certificate but which have not been paid as of the date of that certificate, as may be limited by the Code of Virginia of 1950, as amended. Notwithstanding any provisions of this Article, a bona fide purchaser of a LOT from the OWNER for whom such certificate is issued shall not be liable for any assessments or installments thereof which became due before the date of that certificate and which are not reflected thereon, and the LOT acquired by that purchaser shall (from the time that purchaser becomes the OWNER thereof) be free of the lien created by Section 10 of this Article to the extent that any such assessments were not so reflected.

Section 9. Interest on Assessments. Each OWNER shall pay when due such assessments as may be made against his LOT. If not paid within ten (10) days after the date it was due, any assessment or installment thereof shall bear interest from the due date until the date it is fully paid with interest, at the rate of ten percentum (10%) per annum, or at such other lawful rate as may be fixed from time to time by resolution of the BOARD OF DIRECTORS for all assessments.

Section 10. Liens for Assessments. Each unpaid assessment levied pursuant to this Declaration and/or the Bylaws, shall constitute a lien running with the LOT from the time it becomes due, as shall the interest accruing thereon. Until fully paid and satisfied, the lien shall apply to and shall run with all of the LOTS that were owned, as of the date the payment was due, by the OWNER from whom payment was due, and shall also apply to and encumber any and all LOTS thereafter acquired by that OWNER from the time he becomes the OWNER thereof. The lien created by this Section shall be prior to all liens and encumbrances hereafter recorded except MORTGAGES securing institutional lenders.

Section 11. Remedies for Nonpayment. If any assessment is not paid within ten (10) days after the date it becomes due, action to enforce the lien and/or to obtain a personal judgment against the delinquent OWNER may be brought at anytime by the ASSOCIATION, by the BOARD OF DIRECTORS, or any member(s) thereof, or by any Officer of the ASSOCIATION. The prevailing plaintiff in such action shall have the right to reimbursement from the delinquent OWNER for Court costs and reasonable attorneys' fees and the ASSOCIATION shall be subrogated to such right if it pays or reimburses any such costs and fees to the plaintiff.

Section 12. Uniformity of Annual and Special Assessments - Exemption of DECLARANT. Annual assessments and special assessments shall always be fixed at the same amount unless otherwise set forth herein and subject to the following exemption: Notwithstanding anything to the contrary in this Article, for as long as the DECLARANT is the OWNER of any LOT for which no certificate of occupancy has been issued, DECLARANT shall be exempt from annual and special assessments, except that the DECLARANT shall be responsible for annual assessments for LOTS on which Certificates of Occupancy have been issued after the date the property is first conveyed to an OWNER other than DECLARANT or from the date the property is first occupied, whichever date first occurs.

ARTICLE VII

MORTGAGEE PROTECTION

Notwithstanding any other provisions of this Declaration:

A. Any MORTGAGEE who obtains title to a LOT pursuant to the remedies provided in a MORTGAGE or by foreclosure of the MORTGAGE will not be liable for such LOT's unpaid assessments which accrue prior to the acquisition of title to such LOT by the MORTGAGEE.

B. No provision of this Declaration or of the ASSOCIATION DOCUMENTS gives an OWNER, or any other party, priority over the rights of the MORTGAGEE (pursuant to the MORTGAGE) in the case of a distribution to such OWNER of such proceeds or condemnation awards for losses to or the taking of any of the COMMON AREA, if any.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Notice. Where a notice to any OWNER is required by any provision hereof or any provision of the ASSOCIATION DOCUMENTS, the notice shall be deemed to have been given (i) when given in hand to any PERSON who, alone or together with others, constitutes that OWNER, or (ii) when mailed, first-class postage prepaid, to any such PERSON at the most recent address of that PERSON known to the sender. Where an OWNER consists of more than one PERSON, it is the responsibility of the PERSON who receives the notice contemplated by this Section to immediately notify the other(s) of its contents.

Section 2. Membership in the Association and Notice Thereof. Each OWNER shall be a member of the ASSOCIATION from the time he becomes an OWNER and until the time he ceases to be an OWNER, and shall give written notice of his acquisition of title to the Secretary of the ASSOCIATION immediately following such acquisition, stating the name(s) and address(es) of the PERSON(S) constituting the new OWNER and the number(s) of the LOT(S) acquired. If two or more PERSONS comprise the OWNER of a LOT, they shall collectively

constitute only one member of the ASSOCIATION, but each of them shall be entitled to attend all meetings of the ASSOCIATION.

Section 3. Amendments. No Amendment to this Declaration shall become effective except upon the recordation of the same among the land records, certified by an Officer of the ASSOCIATION to have been approved in writing by all of the PERSONS comprising the OWNERS entitled to cast at least three-fourths (3/4) of the votes in the ASSOCIATION. Notwithstanding the provisions of the preceding sentence (i) the DECLARANT reserves the right (for as long as the DECLARANT is an OWNER, to amend unilaterally any provisions of this Declaration to satisfy the requirements of any government, governmental agency or governmentally regulated corporation or association which insures or guaranties MORTGAGES or which purchases MORTGAGES (or participates in MORTGAGES) from banks, savings and loan associations, or other institutional lenders, or of any prospective MORTGAGEE requiring such amendment as a precondition of making MORTGAGE loans on the PROPERTY or any LOTS; (ii) the DECLARANT reserves the right at anytime or from time to time until the seventh (7th) anniversary of the recording hereof, to amend unilaterally Exhibit A and Exhibit B hereto to include other adjoining real estate as part of this development and subjecting that real estate to this DECLARATION as the amended. Upon all or any portion(s) of the real estate described in Exhibit C hereto, designated as a section of the real estate thereby made subject to this Declaration as then amended, and to amend Exhibit C hereto accordingly. Upon any exercise of this power to include additional real estate in the Subdivision, any such real estate not subdivided into LOTS but intended instead by the DECLARANT to be real estate owned by the ASSOCIATION, and the DECLARANT, the ASSOCIATION and the OWNERS shall have the same rights and obligations with respect to such real estate as are provided in this Declaration, except to the extent otherwise provided by applicable law. The ASSOCIATION shall accept the conveyance of any such real estate intended by the DECLARANT to be owned by the ASSOCIATION and (a) the DECLARANT shall thereupon unilaterally amend this Declaration

to conform to the provisions of any applicable law regarding common areas, and the provisions of any applicable law controlling over any inconsistent provisions of this Declaration, and (b) the BOARD OF DIRECTORS and the OWNERS shall thereupon cause the ASSOCIATION DOCUMENTS to be amended to conform to the provisions relating to common area in the Articles of Incorporation and Bylaws of Strasburg Station Owners' Association, a Virginia non-stock corporation, and to the provisions relating to common areas of any applicable law or the provisions of any applicable laws controlling over any inconsistent provisions of said Articles and Bylaws. It is contemplated that applicable laws may include, without limitation, the Virginia Non-stock Corporation Act.

IN WITNESS WHEREOF, The DECLARANT has executed this Declaration as of the date set forth above.

ALAN TOOTHMAN CONSTRUCTION, INC., A VIRGINIA CORPORATION:

By: [Signature]
D. Alan Toothman, President

STATE OF VIRGINIA AT LARGE: To-Wit,

The foregoing document was acknowledged before me in Shenandoah County, Virginia, this 20th day of August, 1999, by D. Alan Toothman, President of Alan Toothman Construction, Inc., a Virginia Corporation.

My commission expires: 5/31/03

[Signature]
Notary Public

a:covenant.txt #4

SHENANDOAH COUNTY, ss:
The foregoing writing with certificate of acknowledgment thereon as received at the Clerk's Office of said County, was admitted to record and indexed. The taxes imposed by Sect. 58.1-801 & 802 of the Code of Virginia have been paid
this 23rd day of August, 1999

3:37 P.M. Teste Denise J. Barb Clerk