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THIS DECLARATION OF CONDOMINIUM, RESTRICTIONS AND EASEMENTS AGREEMENT, MAINTENANCE AND REPLACEMENT LIEN, AND PLATS, made this 11th day of August, 2004, by Ervin Properties, L.L.C., a Virginia limited liability company, of the first part, hereinafter called Declarant; Robert T. Mitchell, Jr., Sole Acting Trustee, of the second part, hereinafter called Trustee; Shenandoah Valley National Bank, of the third part; hereinafter called Bank; and R & M Auto Sales, Inc., a Virginia corporation, of the fourth part, hereinafter called Sales.

WHEREAS, Declarant is the owner of a 4.8861 Acre tract of land lying on the East side of Valley Avenue in the City of Winchester, Virginia, more particularly described by the plats prepared by Painter - Lewis, P.L.C., attached hereto; and,

WHEREAS, Declarant desires said land and the buildings erected thereon to be held in the form of a condominium to be created hereby, and to place certain restrictions and a maintenance lien against each Condominium unit.

NOW, THEREFORE, WITNESSETH: That Declarant does hereby establish a Condominium on said 4.8861 Acre tract of land, to contain common elements and units, all more particularly described by the said attached plats. In creating said Condominium, the Declarant does hereby declare the following:

- A. The name of the Condominium is Opequon Center Condominium.
- B. The Condominium is located on the East side of Valley Avenue in the City of Winchester, Virginia.

JN & JOHNSTON, PLC
ATTORNEYS AT LAW
HESTER, VIRGINIA

Opequon Center Condo Association
3052 Valley Ave. #100
Winchester, VA 22601

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C. Legal descriptions by metes and bounds of the Condominium land, convertible land, contractible land, common elements and Condominium units including horizontal and vertical boundaries of each unit, are set forth on said plats of survey attached hereto. Also shown on the plats of survey, and further described in Paragraph 16 on Page 7 hereof, is a description of each limited common element and the unit owner who has the right to use and the duty to maintain that limited common element.

D. The owners of each unit shall have an undivided interest in all common elements, which shall be owned in the same proportion as the owners make annual payments to the Association as of the time determination of ownership is determined.

The Declarant or its assigns, to the extent permitted by the Code of Virginia, shall have the right to convert from time to time by July 1, 2011 the convertible land (being the entire 4.0051 Acres shown on the attached plats as "Remaining Land") into Condominium units, limited common elements and common elements and also shall have the right by July 1, 2011 to contract (as defined herein and by Chapter 4.1 Title 55 of the Code of Virginia) all or a portion of said 4.0051 Acre area. In the event of conversion or contraction, the owners of the constructed Condominium units will be divested of their interest in that portion of the 4.0051 Acre area that is converted into units or contracted.

In addition at any time and from time to time Declarant or its said assigns may construct the proposed improvements of the 4.0051 Acre area shown on the attached

plats. Furthermore, Declarant or its said assigns may make such modifications in the improvements as it may deem necessary or desirable.

E. Declarant will complete the three (3) units and the common elements in Phase One as shown on the attached plats. In addition, Declarant intends to complete additional units in the 4.0051 Acre area. The construction of the units and the common elements are to be done in phases. Only the units and common elements in Phase One will be constructed as part of Phase One, which construction of Phase One is anticipated to be completed by the 30th day of June, 2005 (Declarant by instrument recorded in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia may extend this date to the extent permitted by law). The other phases, if undertaken, will be completed by 30th day of June, 2011. All future improvements to the 4.0051 Acres will be consistent in the quality of construction with the then existing improvements.

RESTRICTIVE COVENANTS AND EASEMENTS

All the Condominium units and the common elements are subject to the following restrictions and easements which shall be considered covenants real and running with the land and shall be binding upon and inure to the benefit of and enforceable by Declarant, Opequon Center Condominium Association (hereinafter called the "Association") or any one or more of the owners of the Condominium units:

Restrictive Covenants

1. A. Each unit and the common elements shall be used for business and retail use only. Not permitted are building contractor's offices or yards nor other manufacturing businesses.

As long as Classic Touch Interiors, Inc. is a Condominium unit owner, prohibited from operating within the Condominium without the expressed written consent of Classic Touch Interiors, Inc. shall be any business engaging in Furniture Sales, interior design, fabric sales and repair, oriental/handmade rug sales and refurbishing, window treatment sales, sales of lamps/lighting or discount furnishings.

B. The sign at the West entrance of the property is for the benefit of all owners of Opequon Center Condominium. The Association shall have the duty to maintain said sign. Any owner failing to pay its semi-annual payment, after written notice to do so, shall lose its right to said sign until payment is made. The style, size and content of the sign shall be governed by the Association.

Building signage shall be uniform in style and shall be mounted on the building walls, overhangs, and/or doors. Signage shall not be lighted, neon, nor contain logos of any kind in excess of 400 square inches. All building signage shall be subject to the approval of the Condominium Owners Association.

2. No unit owner shall make any change or alteration to the exterior of his unit without the written approval of the

Association.

3. Noxious or offensive activities shall not be carried on within any unit or on the common elements, nor shall anything be done therein or thereon which may be or may become an annoyance or nuisance to the other unit owners or which shall detract from or conflict with a first class setting for business.

4. No animals of any kind shall be kept on the property, unless approved by the Association for security or other appropriate purposes.

5. Common elements shall remain undivided and no unit owner shall bring an action for partition, it being understood that this restriction is necessary in order to preserve the rights of the owners with respect to the management of the Condominium.

6. In the event a unit is partially or totally destroyed, the owner of the unit shall immediately clean up the destroyed section and place same in a neat and orderly condition. If the owner fails to perform such clearance and maintenance, the Association or any other unit owner may perform same and the expenses thereof shall be added to the monthly assessment against the unit or immediately paid by the non-performing unit owner to the performing unit owner, as the case may be.

7. In the event any common element is partially or totally destroyed and the destruction of which is covered by insurance coverage of the Association, the Association shall reconstruct from the insurance proceeds the common elements destroyed. Notwithstanding the above, the Association shall

have a right of action against any unit owner for damage to any common elements resulting from negligence or intentional act of the unit owner or the unit owners' guests or invitees.

Any unit owner who causes damage to any of the common elements or whose clients, guests or invitees cause damage to any of the common elements shall be primarily liable and responsible for the repair of said damage.

8. No trash or trash container shall be placed outside of the unit except in such containers at such time and in such manner as the Association shall determine.

9. Each unit owner shall maintain his unit in a neat and orderly condition, including replacing all glass breakage to windows, even though owned by the Association. If the owner fails to perform such maintenance, the Association or any other unit owner shall perform said maintenance and the expenses thereof shall be added to the monthly assessment against the unit or paid by the non-performing unit owner to the performing unit owner, as the case may be.

10. Each unit owner shall maintain in working order a professionally installed fire security system, which shall be a fire alarm connected to a remote monitor (which shall be operated twenty-four [24] hours a day, seven [7] days a week), unless a better fire security system is approved by the Association.

Rights and Rights of Way

11. Each unit owner shall have a non-exclusive right of

way across the driveway portion of the common elements for purposes of ingress and egress from his unit to the parking lot and to Valley Avenue, as shown on the attached plats.

In addition, each unit owner shall have a right of way (subject to the obligation to promptly repair and restore any disturbed surface or other affected area) for the purposes of constructing, operating, maintaining, repairing and replacing utility lines from public and private utilities across the common elements to his unit.

12. Each unit owner shall have a right and easement of enjoyment in and to the common elements and such easement shall be appurtenant to and pass with the title to each unit, subject, however, to the conditions and restrictions set forth herein.

13. Each unit owner shall have the right to use the parking lots, subject to the rules and regulations set by the Association. No parking spaces within the common elements shall be allocated to any particular unit.

14. Unit owners having limited common elements shall have the right of ingress and egress to said limited common elements for the purpose of maintaining, repairing and replacing said limited common elements.

15. The Association shall have the right of entry into any unit and to any limited common element to effect emergency repairs and shall have a right of entry after reasonable notice to the unit owner to effect other repairs, replacements or maintenance which are necessary for the stability of the buildings or otherwise.

16. Each unit shall have as Limited Common Elements, a

HVAC Unit, an electric meter, a gas meter and a water meter, and wiring, lines and/or pipes to same and related equipment, and lines to the telephone junction box, all as shown on the attached plats. Each Unit may have as limited common elements canopies as shown by the attached plats or approved by the Association.

Maintenance and Replacement Lien

The owner of each of the units, by acceptance of a deed thereto, is deemed to covenant and agree to pay semi-annually, on the 1st day of January and July of each year, beginning with 2005, to the Association the following percentage of the amount determine by the Association as necessary for the purpose of exercising the powers and duties given the Association. The percentages shown below are based upon square footage of the unit as shown on the attached plat, with the percentage of payment to be rounded to the nearest one percent (1%). These percentages will change when additional units are constructed:

Unit B	66%
Unit E - 1	16%
Unit E - 2	18%

The initial semi-annual amount to be paid shall be, which amounts are based upon eighty-five cents per square foot per year of the unit, rounded to the nearest Five Dollars:

Unit B	\$2,940.00 (6,915 Sq. Ft.)
Unit E - 1	\$ 805.00 (1,886 Sq. Ft.)
Unit E - 2	\$ 735.00 (1,723 Sq. Ft.)

If necessary, the Association shall make special assessments. The Association shall give the unit owners at least fifteen (15) days notice of the amount of any special assessments or any change in the amount of the semi-annual assessment (both as approved by the Association). If a unit owner is in default for more than thirty (30) days in payment of any assessment, in addition to any other means of collection, the Association may file a lien against such unit owner's unit in accordance with Section 55-79.84 of the 1950 Code of Virginia, as amended. The unit owner shall be liable for a penalty of Two Hundred Fifty Dollars (\$250.00) plus cost of collection, including reasonable attorney's fees and interest on the unpaid assessment of fifteen per cent (15%), per annum, in addition to the unpaid assessments.

No unit owner may exempt himself from liability for payment of his assessment by waiving the use or enjoyment of any of the common elements.

THIS DECLARATION AND CREATION OF OPEQUON CENTER CONDOMINIUM ASSOCIATION AND BY-LAWS, made this _____ day of _____, 2004, by Ervin Properties, L.L.C., a Virginia limited liability company, of the first part, hereinafter called Declarant; Robert T. Mitchell, Jr., Sole Acting Trustee, of the second part, hereinafter called Trustee; Shenandoah Valley National Bank, of the third part, hereinafter called Bank; and R & M Auto Sales, Inc., a Virginia corporation, of the fourth part, hereinafter called Sales.

WHEREAS, Declarant is the owner of a 4.8861 Acre tract of land lying on the East side of Valley Avenue in the City of Winchester, Virginia, more particularly described by the plats attached hereto; and,

WHEREAS, Declarant has created a condominium of said land and desires to create an Owners Association with By-laws.

NOW, THEREFORE, WITNESSETH: That there is hereby created an Association, called the Opequon Center Condominium Association, for the purpose of setting rules and regulations for the use of the common elements in accordance with the covenants contained herein, of operating and maintaining this Condominium, and of collecting and enforcing the collection of such sums as are necessary to operate this Condominium.

The Association shall:

1. Maintain with a generally accepted incorporated insurance carrier a liability policy covering the Association, its Administrative Officer, agents and employees and all Condominium unit owners and other persons entitled to use any

Common Elements with a coverage of \$1,000,000.00. Such coverage shall not insure personal property belonging to unit owners and need not insure against liability arising from an accident or injury occurring within a unit or as a result of the act of negligence of a unit owner.

2. Maintain in good condition (and if necessary replace) the Common Elements in a workmanlike, diligent and efficient manner and in accordance with the original plans and specifications attached hereto, to the extent practical.

3. Keep the sidewalks, driveways and parking lots in the Common Area, free of snow, to the extent reasonably possible and to mow regularly and otherwise maintain the landscaping of the Common Area.

4. Handle the payment of trash collection for the units and apportion same among the unit owners in accordance with their percentage of the vote of the Association. Any unit owner producing a disproportionate amount of trash may be charged by the Association an amount that would correspond with the unit owner's usage of the trash service.

5. Pay the monthly electric bills for electric service to the pole lights and any sign on the Common Area and operate, maintain, repair and replace the meter box for same and all the common element lines and poles located within the common area.

6. Collect and enforce the collection of such sums as are necessary to operate and maintain the Association and to fulfill the duties of the Association. If a unit owner is in default for the payment of an assessment, regular or special, for more than thirty (30) days, the Association may file a memorandum in

the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in accordance with Section 55-79.84 of the Code of Virginia and may file a suit to enforce the lien created by the memorandum any time thereafter. In addition, if any unit owner is in default for any such payment, the amount unpaid for as long as it is unpaid shall bear interest at the rate of fifteen percent (15%) per annum.

7. Borrow on a short term basis such sums as are necessary to accomplish necessary repair and maintenance of the common elements.

8. Set rules and regulations for the use of the parking lot and the other common elements, provided such rules and regulations are not in violation of any provisions set forth herein (to the extent possible, all employee parking should not be next to any unit).

9. Borrow on a long term basis such sums as are necessary to accomplish the replacement of any common elements.

10. Maintain reserves for replacement of common elements and to the extent necessary, for the purposes noted above.

11. Make available to unit owners, lenders and holders and insurers of first mortgages on any Condominium unit, current copies of the Declaration, By-laws, other rules governing the Condominium and information regarding any condemnation loss or casualty loss, and other books, records and financial statements of the Association. Similar information shall be made available to prospective purchasers.

12. Exercise all powers granted the Association by Section 55-79.80 except to the extent modified or prohibited herein.

Nevertheless, no substantial additional improvements, nor otherwise authorized herein, shall be made to the common elements without the unanimous approval of all unit owners.

13. If necessary, grant easements for utilities over, on, under or through the Common Elements.

14. To the extent real estate taxes are assessed against the Common Area, pay and apportion same between the unit owners in the same percentage as the unit owners' interest is in the Common Elements (See Paragraph D on Page 2 of the Declaration of Condominium).

15. To maintain and set rules for the use of the sign at the West entrance of the property.

16. In addition, to permit the placing of a sign on the Common Area for each unit owner and determine appropriate rules for same, provided the Association determines that the sign is in keeping with the improvements on all units and does not block nor detract from the visibility and use of each unit.

17. To the extent City water service to each unit is billed to the Association, the Association shall operate, maintain, repair and replace private water meters for the water being used by each unit and shall assess each unit its prorated share of the water and sewer bills received by the Association based upon the data obtained from the private meters. Each unit owner shall make immediate payment of bills received. Failure to pay said bills within thirty (30) days upon receipt of same, gives the Association the right to stop the flow of water to the unit.

The Association shall be governed in accordance with the

following requirements, which cannot be changed without approval of one hundred per cent (100%) of the membership:

1. The owners of each of the units in the Condominium and only the owners shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such unit. Ownership of such unit shall be the sole and continuing qualification for membership.

2. There shall be one vote for each unit. The owners of each Condominium unit shall have one (1) vote. If a member has less than a full interest in a unit, his vote shall be reduced correspondingly.

3. No decision or action of the Association shall be valid unless approved by a majority vote of those eligible to vote. All parties dealing with the Association may assume that any vote of the Association was made at a properly called meeting. The Association by a majority vote may delegate duties and decisions of the Association.

4. Regular meetings of the Association shall be held at least annually at a time set forth in the By-laws of the Association. An Officer, specified by the By-laws of the Association, shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any special meeting, send to each unit owner notice of the time and place and purpose or purposes of such meeting. Such notice shall be sent by United States mail

to the address of each unit owner or such notice may be hand delivered by said Officer provided said Officer certifies in writing that such notice was delivered to the unit owner.

5. No officer of the Association who fails to perform his duties or carry out the duties of the Association as set forth herein shall be personally liable for his action or inaction unless done wilfully and deliberately.

By-laws

1. The Association shall be governed by an Administrative Officer, who may be removed with or without cause at any time by a vote of the Association. At the annual meeting the Association shall elect the Officer for a term of one (1) year each, with the right to be re-elected indefinitely. The Officer shall handle the funds of the Association, shall send all official notices, keep minutes of meetings and shall be in charge of the operation and maintenance of the Condominium in accordance with the regulations set forth above and any resolutions of the Association.

2. The annual meeting of the Association shall be held on the first Wednesday in April of each year. All special meetings shall be held at such time as is determined by the Officer or any owner of Condominium Units. The location of the meetings and the notice of the location, time and purpose of the meetings shall be sent by the Officer or by the unit owner calling the meeting, as the case may be, in accordance with the Association's regulations as set forth above.

3. The Association shall approve such reasonable rules as are necessary to operate the Condominium and do not conflict with any terms in this instrument. The Officer may enforce any of the restrictions and the maintenance and replacement lien set forth in the Declaration of Condominium.

Miscellaneous Provisions

1. All matters contained in this instrument shall be governed by and construed in accordance with the provisions set forth in Chapter 4.2 of Title 55 of the 1950 Code of Virginia, as amended.

2. Nothing contained in this instrument may be changed except by the unanimous approval of the owners of both Condominium units and the holders of all first deed of trust liens against the units.

Neither the Declarant nor any other unit owner shall, without the consent of one hundred percent (100%) of all unit owners, do any of the following:

- i. Modify or amend the Declaration or Bylaws;
- ii. Effect any subdivision of, change of the boundaries of, or structural alterations to, any units;
- iii. Effect any changes in any of the Common Elements benefitting any of the units;
- iv. Effect any partition or subdivision of any of the Common Elements;
- v. Seek to cause the abandonment or termination of the Condominium, whether by act or by omission;

vi. Effect any modification of the method of determining or collecting assessments;

vii. Use the proceeds of any casualty insurance proceeds or condemnation awards (if paid to the Association) for any purpose other than replacement, repair or reconstruction of the units or the Common Elements.

3. The Association and each unit owner shall each have the right to enforce all covenants, restrictions and liens imposed herein against the units and common elements. Failure by the Association or any unit owner to enforce any such covenant, restriction or lien shall in no event be deemed a waiver of the right to do so thereafter. Failure by any unit owner to comply with the provisions of this instrument or with the properly approved resolutions of the Association shall be grounds for action to recover sums due for damages or for injunctive relief.

4. Invalidation of any one of the covenants, restrictions or other requirements contained herein by Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

5. WHEREAS, the property described on the attached plat is subject to two (2) deeds of trust:

A. Credit line deed of trust to Robert T. Mitchell, Jr., et al, Trustees (any one of whom may act), to secure Shenandoah Valley National Bank the payment of a note and recorded in the aforesaid Clerk's Office as Instrument No. 01-3198.

B. Deed of trust to Robert E. Mitchell, Jr., et al,

Trustees, dated April 11, 2003, to secure R & M Auto Sales, Inc. the payment of a note in the amount of Four Hundred Eighty-four Thousand Two Hundred Fifty Dollars (\$484,250.00) and recorded in the aforesaid Clerk's Office as Instrument No. 030001649.

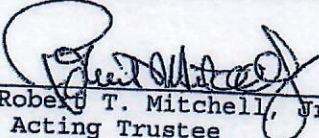
WHEREAS, the beneficiaries of said deeds of trust have consented to the creation of a condominium on the property described on the attached plat and hereby subordinate the liens created by the aforesaid deeds of trust to the terms of this Declaration.

NOW, THEREFORE, WITNESSETH: the party of the second part joins in this instrument at the direction of the party of the third part (as evidenced by its signature hereto) and the party of the fourth part joins in this instrument at the direction of the party of the fifth party (as evidenced by its signature hereto) for the sole purpose of and do hereby consent to the action taken by this instrument, including the creation of the condominium, and the placement of certain conditions and restrictions against said property.

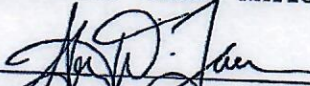
WITNESS the following signatures and seals:

ERVIN PROPERTIES, L.L.C.
a Virginia limited liability
company

By  (SEAL)

 (SEAL)
Robert T. Mitchell, Jr., Sole
Acting Trustee

SHENANDOAH VALLEY NATIONAL BANK

By  (SEAL)

Steven D. Taberner, Senior
Vice President

R & M AUTO SALES, INC.

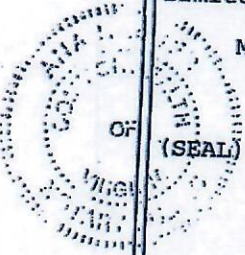
By Randall L. Nittel PRES. (SEAL)

STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF WINCHESTER, To-wit:

The foregoing instrument was acknowledged before me this
12 day of AUGUST, 2004, by A. DAVID ERVIN
as MANAGING MEMBER of Ervin Properties, L.L.C., a Virginia
limited liability company, on behalf of said company.

My commission expires NOVEMBER 30, 2007

A. DAVID commissioned as Notary Public
Notary Public House



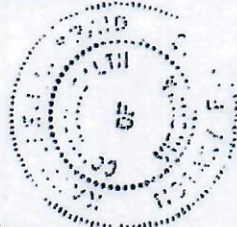
STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this
13th day of August, 2004, by Robert T. Mitchell, Jr., Sole
Acting Trustee.

My commission expires Nov. 30, 2006

(SEAL)

Kathleen R. Spaid
Notary Public

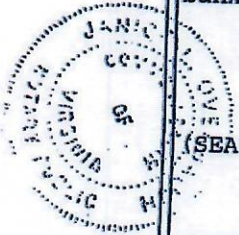


STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF Frederick, To-wit:

The foregoing instrument was acknowledged before me this
11 day of August, 2004, by Steven D. Tavenner

as Senior Vice President of Shenandoah Valley National Bank, a banking institution, on behalf of said institution.

My commission expires August 31, 2004.



(SEAL)

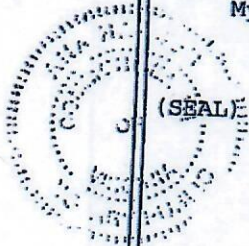
James J. Overlander
Notary Public

STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF WINCHESTER, To-wit:

The foregoing instrument was acknowledged before me this 12 day of AUGUST, 2004, by RANDALL L. MITCHELL as PRESIDENT of R & M Auto Sales, Inc., a Virginia corporation, on behalf of said Corporation.

My commission expires NOVEMBER 30, 2007.

A. Hauser COMMISSIONED AS
ANA HAUSER
Notary Public



(SEAL)

Opequon Center Condo Association Rules in Addition to the Bylaws

Proof of Monitored Fire Alarm Required

All owners are required to sign and return "Proof of Monitored Fire Alarm" form every by January 31 and July 31 (at the same time of the dues payment deadline). Failure to return proof of fire alarm form will result in a \$250 fine for each offense. The fine will be assessed whether or not the unit actually has a monitored fire alarm installed. Owners are required to provide this information so that The Condo Association can verify the monitoring.

Opequon Center Condo Association Definition of "Noxious and offensive activities" for Bylaws

"The Bylaws prohibits noxious and offensive activities within any unit and that nothing shall be done therein or thereon which may or may become an annoyance or nuisance to the unit owners or which shall detract from or conflict with a first class setting for business."

The Condo Association established on 10/20/2017 regulations to define "noxious and offensive activities." The proposed regulations shall prevent certain businesses from renting or owning units at Opequon Center. Business to be excluded are: adult video store, day care center, free medical clinic, methadone clinic, check cashing store, pawn shop, vap store, blood testing facility, convenience store, ABC liquor store, hookah bar, stores offering high speed internet access for a fee, tobacco shops or cigar bars, tattoo and/or piecing shop, bars, shop selling adult lingerie or sexual paraphernalia, bail bondsman, coffee roasting shop.

Water Can Turned Off To Unit for Non-Payment of Dues

Water is a utility paid for by the Opequon Center Condo Association for all buildings. The Condo Association can turn off the water to any unit with an account that is 90 days past due. The Condo Association will provide 3 days notice in writing that the unit's water will be shut off. Condo owners will be responsible for paying any fees (plumber, Winchester City water worker, etc.) and/or costs (installation of water valves and valve locks) associated with turning off the water and/or turning the waters back on.

New Rules and Regulations in Addition to The Bylaws

The Condo Association has the right to make rules and regulations as needed to conduct the operation of the Opequon Center Condo Association. Proposed rules will be adopted by a simple majority vote of the owners. 100% agreement of the owners is not needed to enact new regulations, only a simple majority vote.