Red Fox Run Homeowners Association

Frederick County, Virginia

HOA Governing Documents & Homeowner Handbook

Board of Directors

Wanda Mitchell — President

Connie Boyd — Vice President

Mary Ann Davis — Secretary

Roger Mitchell — Treasurer

Richard Bosacco — Member at Large

PO Box 4235 · Winchester, VA 22604 · redfoxrunhoa@gmail.com · (540) 208-1778

Red Fox Run Homeowners Association

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Rules for Red Fox Run Homeowners Association

PO Box 4235, Winchester, VA 22604

REVISED EDITION — replaces the August 22, 2011 version. Each rule below is followed by the specific governing-document provision or Virginia Code section that authorizes it. Rules that appeared in the prior version with no identifiable covenant, by-law, or statutory enforcement basis have been removed from this insert pending Board action to adopt them formally as published Rules under Virginia Code §55.1-1819.

PLEASE READ ALL COVENANTS, BY-LAWS AND RULES

In order for the entire Association to operate efficiently, all residents must work together and follow all Covenants, By-Laws and Rules. Any activity that is not explicitly prohibited does not by itself necessarily imply that it is allowed. All complaints, problems, and requests must be in writing.

Written-complaint requirement *[Va. Code §55.1-1815 et seq. (2008 Acts of Assembly, c. 851, 871, requiring a written association complaint procedure)]*

Property Maintenance

No changes or additions are to be made to the outside of your home or property without written approval from the HOA Board of Directors. Live plantings of trees, shrubs and flowers are exempt, except as otherwise addressed in other Covenants, By-Laws and Rules. *[Deed of Dedication, Art. VII, Covenant #16 (ARC written approval required for construction, additions, exterior alterations)]*

Vehicles

All cars must have current tags, inspection and tax sticker. *[Deed of Dedication, Art. VII, Covenant #3]*

No trucks/vans (over 3/4 ton), pull trailers, boats, campers, motor homes or commercial vehicles are permitted on any Lot or common area. This does not apply to any vehicle kept within the garage or the dwelling unit. *[Deed of Dedication, Art. VII, Covenant #3]*

Pets

All pets must be cleaned up after and kept on a leash. Pets must be well mannered and not aggressive. Pet owners are responsible for any damage caused by their pet. *[Deed of Dedication, recorded 2006 Amendment to Covenant #19 (Book/Index per original Deed Book 978, Pg 1580)]*

Trash

Trash containers must be housed or screened so as not to be visible from the street or sidewalks. Trash containers are only allowed out on the day of trash pickup. Storing trash containers in front of your home is not allowed. *[Deed of Dedication, Art. VII, Covenant #9 (refuse shall be in sanitary containers and screened; no container stored in front of any house except on pickup day)]*

Trash cannot be stored in an open area (including, but not limited to, utility trailers, pickup truck beds, decks) and must be out of sight from neighbors. *[Deed of Dedication, Art. VII, Covenant #9, as applied by the Board; the specific list of locations (trailers, truck beds, decks) is a Board clarification, not separately recorded covenant language.]*

Sidewalks

Pedestrians are entitled to free passage on the sidewalks. Sidewalks that traverse a homeowner's lot are to be free from obstructions, snow, ice (within 24 hours), overgrowth, trash, bikes, etc. *[Deed of Dedication, Art. VIII, §3 (Sidewalk and Pedestrian Easements: sidewalks kept free of obstruction; owners must remove snow and ice)]*

Fences

No fence or hedge may be constructed or planted in the front of any residence. Rear fencing may not extend past mid-way on the side of the house and must be wood, composite lumber (such as Trex), masonry, iron or PVC. Picket or privacy style, no higher than 6 feet. No chain link fencing. *[Deed of Dedication, Art. VII, Covenant #5, as amended by the recorded 2005 Amendment to Covenant #5]*

Signs

No signs in the common areas without Board of Directors approval. *[By-Laws, Art. VIII, §1(d) (Board authority to adopt rules governing use of common properties); see also Deed Art. V, §1(b)]*

No “For Rent” signs. *[Deed of Dedication, Art. VII, Covenant #2 (no signs of any nature except “For Sale” signs under 5 sq. ft. or Declarant construction signage; “For Rent” signs expressly prohibited)]*

Clothes Lines

No exterior clothes lines or hanging device, except an umbrella-type not to exceed 7 feet or a retractable line not to extend over 28 feet, in the backyard of the property; must be stored when not in use. *[Deed of Dedication, Art. VII, Covenant #10]*

Noise

Be respectful of your neighbors. The Association follows the noise ordinance of Frederick County, applicable 9:00 p.m. to 6:00 a.m. each day. Noise problems should be reported to the Sheriff's office at (540) 662-6162 and then to the Association. *[Frederick County Code, Chapter 118, Noise (adopted 5-12-1993; applicable 9:00 p.m. to 6:00 a.m. each day; enforced by the Frederick County Sheriff)]*

Smoking

Cigarettes, cigarette butts, etc. are a fire hazard and are not allowed on common areas. Butts must be disposed of properly and not left on the ground. *[Va. Code §55.1-1819.1 (Board may adopt reasonable rules restricting smoking in the development, including prohibiting smoking in common areas); By-Laws Art. VIII, §1(d)]*

Waterfowl

Do not feed or bait any migratory or non-migratory waterfowl (including, but not limited to, ducks and geese). Feeding waterfowl can cause accumulation of feces, damage to flora and fauna, and create a nuisance to the health and safety of waterfowl, people and pets. *[By-Laws Art. VIII, §1(d) (Board authority to adopt rules governing use of common properties and personal conduct thereon); Deed of Dedication, Art. V, §1(b)]*

Common Area and Pond Rules

The common area and pond are private property of Red Fox Run HOA.

Use of pond at own risk. Alcohol prohibited. *[By-Laws Art. VIII, §1(d); Deed Art. V, §1(b)]*

For homeowners and accompanied guests only, during daylight hours. ID required. *[By-Laws Art. VIII, §1(d); Deed Art. V, §1(b)]*

No minors unless accompanied by parent or guardian. *[By-Laws Art. VIII, §1(d); Deed Art. V, §1(b)]*

Fishing license required by Frederick County. Must release all bass. *[County/state fishing-license requirement is independent law; catch-and-release rule rests on By-Laws Art. VIII, §1(d)]*

No swimming or boating allowed. No people or pets allowed in the pond. No one allowed on the ice in winter. *[By-Laws Art. VIII, §1(d); Deed Art. V, §1(b)]*

Shirts and shoes required. Clean up after your pets. *[By-Laws Art. VIII, §1(d); Deed Art. V, §1(b)]*

There shall be no work, labor, modification, cleanup, plantings, or other activities of such kind in the common areas without the express written approval of the Board of Directors.

Common-area work/modification approval requirement *[Deed of Dedication, Art. V, §1 (Association title and control of Common Areas); By-Laws Art. VIII, §1(d)]*

Fee Schedule & Enforcement

Replaces the August 22, 2011 Fee Schedule

The August 22, 2011 fee schedule cited Virginia Code §55-79.84 as its authority. That section was part of the Virginia Condominium Act (lien for assessments), not the Property Owners' Association Act, and was never the correct citation for a non-condominium HOA. In addition, former Title 55 — including §55-79.84 — was repealed in its entirety and replaced by Title 55.1, effective October 1, 2019. The corrected citations below reflect current law.

Violation of the Association Covenants, By-Laws or Rules

Written notice assessed at $10.00 per day, up to a maximum of 90 days, until the violation is corrected, or $50.00 per single offense. *[Va. Code §55.1-1819(D) (charge shall not exceed $50 for a single offense or $10/day for a continuing offense, not to exceed 90 days); see also By-Laws Amendment, Covenant Compliance Committee §2(e)]*

Before any charge is assessed, the homeowner shall be given a reasonable opportunity to correct the violation after written notice, and the right to a hearing before the Board of Directors with the right to be represented by counsel. Notice of hearing shall be hand delivered or sent by registered or certified mail, return receipt requested, at least 14 days prior to the hearing. *[Va. Code §55.1-1819(C); By-Laws Amendment, Covenant Compliance Committee §2(d)]*

You may contact the Board of Directors and request a hearing at any time. *[By-Laws Amendment, Covenant Compliance Committee §2(d)(2)]*

After 90 days of an uncorrected continuing violation, the matter will be referred to the Association's attorney and legal action may be filed. *[By-Laws Amendment, Covenant Compliance Committee §2(e)(1); Va. Code §55.1-1819(E)-(G)]*

Charges not paid will become part of the owner's assessment and will be treated and collected as such, including legal action, attorney's fees, lien fees, late fees, interest, and court costs. *[Va. Code §55.1-1819(D); Deed of Dedication, Art. X, §1 (Enforcement; recovery of attorney's fees and costs by the prevailing party)]*

Other Fees

NSF checks: $35.00 (or bank fee, if higher). *[By-Laws, Art. VIII, §1(c) (Board authority to establish, levy and assess Association charges); Va. Code §55.1-1824]*

Disclosure Packet: $100.00. *[By-Laws, Art. VIII, §1(c); Va. Code §55.1-1810 / §55.1-1811 (fees for disclosure packet, subject to statutory maximum)]*

Property Inspection Fee: $25.00. *[By-Laws, Art. VIII, §1(c) (Board authority to establish, levy and assess Association charges)]*

Late fee after 30 days; interest rate 12% on the full balance due. *[Va. Code §55.1-1824 (assessments; late fees); By-Laws, Art. VIII, §1(c)]*

Late accounts will be turned over to collections. *[Deed of Dedication, Art. X, §1; By-Laws Art. VIII, §1(c)]*

Letter of Lien: $50.00. Lien: $121.00. Remove Lien: $75.00. *[Va. Code §55.1-1833 (lien for assessments); Deed of Dedication, Art. X, §1; By-Laws, Art. VIII, §1(c)]*

The homeowner is responsible for all attorney, lien, collection, postage, court, and other fees actually incurred by the Association in enforcement.

Cost-recovery from violating party *[Deed of Dedication, Art. X, §1; Va. Code §55.1-1819(E)]*

Adopted by the Red Fox Run Board of Directors. [Insert adoption date upon Board approval of this revision.]

RED FOX RUN I & II : RULES FOR POND AREA

COMMON AREA AND POND ARE PRIVATE PROPERTY OF REDFOX RUN HOA.

USE OF POND AT OWN RISK. ALCOHOL PROHIBITED.

FOR HOMEOWNERS AND ACCOMPANITED GUESTS ONLY DURING DAY LIGHT HOURS. ID REQUIRED.

NO MINORS UNLESS ACCOMPANIED BY PARENT OR GUARDIAN.

FISHING LICENSE REQUIRED BY FREDERICK COUNTY.

MUST RELEASE ALL BASS.

NO SWIMMING OR BOATING ALLOWED.

NO PEOPLE OR ANIMALS ALLOWED IN THE POND.

NO ONE ALLOWED ON THE ICE IN THE WINTER.

SHIRTS AND SHOES REQUIRED.

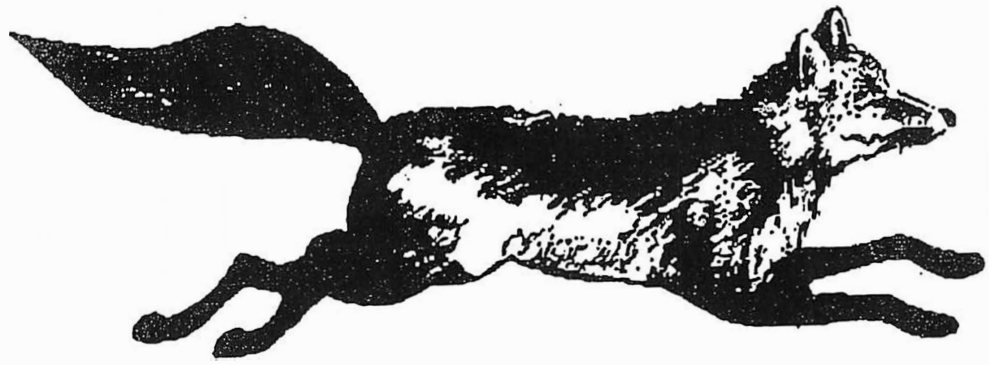
PLEASE CLEAN UP AFTER YOUR PETS.

LET'S ALL BE A GOOD NEIGHBOR AND KEEP THE POND AREA CLEAN.

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RED FOX RUN



JENI COMPANY
P.O.BOX 888
WINCHESTER, VA 22604
(540) 662-7980

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ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

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THIS DEED OF DEDICATION, made and dated this 4 day of October, 2000, by and between JENI COMPANY, a Virginia Corporation, of the first part, hereinafter called the DECLARANT; and the COUNTY OF FREDERICK, VIRGINIA, of the other part, hereinafter called COUNTY.

WHEREAS, the DECLARANT is the owner in fee simple of the real estate shown on that certain Final Subdivision Plat drawn by Darryl C. Merchant, Land Surveyor, dated July 13, 2000, known as RED FOX RUN SUBDIVISION, which Final Plat is attached hereto and incorporated herein by reference as if set out in full. This is the same real estate previously conveyed to the DECLARANT by that certain deed from Virginia B. McClure, Trustee, dated March 3, 2000, and recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 959, at Page 1332; and,

WHEREAS, said real estate, as shown on the aforesaid attached Final Subdivision Plat, has been subdivided into lots for the construction of single family homes thereon (Lots 1 through 86, inclusive), and the hereinabove Final Plat shows accurately the metes and bounds of the subdivided land, together with the dimensions of each Lot thereof and also shows certain surrounding lands in said Subdivision to be used as open space, sanitary sewer easements, utility, ingress-egress, pedestrian, drainage and signage easements, all of which shall constitute a portion of that development known as Red Fox Run Subdivision, and which areas that are marked as common areas to be owned and/or maintained by Red Fox Run Subdivision Homeowners Association upon the terms and conditions set forth hereinafter; and

WHEREAS, the Subdivision of Red Fox Run Subdivision, as shown on the aforesaid attached Final Subdivision Plat, is with the free consent and in accordance with the desires of the undersigned DECLARANT, and the DECLARANT further desires to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication.

NOW THEREFORE, THIS DEED OF DEDICATION WITNESSETH: That for and in consideration of the premises and the benefits which will accrue by reason of this Dedication, the DECLARANT does hereby subdivide all of that certain tract or parcel of land designated as Red Fox Run Subdivision, lying and being situate in the County of Frederick, Virginia, and being more particularly described by that certain Final Subdivision Plat of Red Fox Run Subdivision, by Darryl C. Merchant, Land Surveyor, dated July 13, 2000 (containing Lots 1 through 86, inclusive) which Final Subdivision Plat is attached hereto and incorporated herein as if set out in full. This is the same real estate previously conveyed to the DECLARANT by that certain deed from Virginia B. McClure, Trustee, dated March 3, 2000, and recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 959, at Page 1332; and,

FOR AND IN CONSIDERATION AS AFORESAID, the DECLARANT does further dedicate all of the streets in Red Fox Run Subdivision, to Frederick County, Virginia (hereinafter sometimes referred to as "The County) for public use, which streets dedicated hereby are more particularly described by the

hereinabove referenced Final Subdivision Plat of Red Fox Run Subdivision. All of the Lots shown on the plat attached hereto shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Red Fox Run Homeowners Association, Inc., a nonstock Virginia corporation, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to that certain real property described as open space, and such additions thereto as may hereafter be brought within the jurisdiction of the Red Fox Run Homeowners Association, Inc.

Section 3. "Lot" shall mean and refer to any of the Lots (Lots 1 through 86, inclusive) designated upon the Final Subdivision Plat of Red Fox Run Subdivision with the exception of the open space defined as "Common Areas" hereinabove and any other "lot" added as part of "Red Fox Run" development.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "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 Red Fox Run Subdivision, as shown on the hereinabove referenced Final Subdivision Plat or any lot added in future sections of Red Fox Run, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Existing Property" shall mean that property that has been subdivided and placed of record as a section of the Red Fox Run Subdivision.

Section 7. "Declarant" shall mean and refer to Jeni Company, a Virginia Corporation, or any other entity designated by Jeni Company.

ARTICLE II

ADDITIONS TO THE PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additional Sections: Additional sections of Red Fox Run may be added in the future and those sections, as they are added, will become part of Red Fox Run subdivision, subject to the same provisions as set forth herein and governed by the same Property Owners Association, provided however that Declarant may amend the land use restrictions, set back requirements, building sizes and any other provisions so long as the same scheme established in Red Fox Run Subdivision, that being single family residential lots, is maintained.

Section 2. Supplementary Declaration:

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 Declaration (amended as herein permitted) to such property.

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ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

Section 3: Complimentary Declarations: Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration 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 Declaration. 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: Declarant Not Bound to Add Properties: The Declarant shall not be and is not bound to make or proceed with the addition of any proposed additional sections of Red Fox Run Subdivision.

ARTICLE III

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. 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.

ARTICLE IV

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 Article III. When more than one person holds such interest in any Lot, all such persons shall be Members. 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.

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 DECLARANT and serve until the first annual meeting following conveyance of the first Lot in Red Fox Run Subdivision; thereafter, the Board of Directors shall be elected by the Membership as determined in the By Laws of the Association.

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 V

PROPERTY RIGHTS IN COMMON PROPERTIES

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

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aforesaid "Common Areas" and pedestrian easements as indicated, such easement shall be deemed appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a): The rights of the Association, 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 Homeowners hereunder. In computing the required vote of the members in connection with any such mortgage of the "Common Areas", the Lots owned by the DECLARANT 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 rights of the Association to suspend the voting rights and the right to the use of 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 rights of the Association 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 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 DECLARANT, or such other entity as is vested with title at the time of conveyance, hereby covenants that fee simple title to the open space (referred to hereinabove as "Common Areas") will be conveyed to the Association free and clear of all liens and encumbrances, provided further that the DECLARANT 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 VI

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 hereinabove.

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 Red Fox Run Subdivision.

Section 3. Basis and Maximum of Annual Assessments: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars ($100.00) per Lot for all Lots (Lots 1 through 86 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, 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, 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 Declarant, 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 Section 55-512, Code of Virginia, 1950, as amended.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association: 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 Declaration 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 DECLARANT or its designee(s) except for out-conveyances to third party Lot owners in the regular course of business and in which the DECLARANT has no legal interest; (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia; and, (e) all lots for a period of nine (9)

months from the date of the deed of conveyance from the Declarant 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 Association, 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 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 VII

USE, RESTRICTIONS AND COVENANTS

The single family Lots in Red Fox Run Subdivision shall be subject to the following restrictions, which are constituted covenants real to run with the land:

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1. All Lots shall be used for single-family residential purposes only. No detached garage or carport shall be permitted on any Lot. Any utility or other out building on any Lot shall be of the same material and construction as the main structure on such Lot and shall follow the same color scheme as the dwelling on said lot.

2. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot which signs shall not exceed five (5) square feet in area, or signs used by the DECLARANT to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any Lot.

3. No power boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks of 3/4 ton (or less) or vans) shall be permitted on any Lot or common area except during the course of construction, provided that motor homes and campers are allowed for any consecutive period of not more than seventy-two (72) hours during a consecutive thirty (30) day period, on any lot. No motor vehicle or material portion thereof, which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot or common area. No commercial or business vehicle, of any type, unless excepted herein as to size, shall be allowed to park on any lot in said subdivision at any time, after the construction of a dwelling house has been completed. This provision shall not apply to any vehicle named herein that is kept within the garage of the dwelling unit.

4. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers and provided that persons shall use courtesy and care when walking or exercising their pets in such a manner that promotes the safety and health of all owners.

5. No fence or hedge shall be constructed or planted in the front nor along the side of any residence and with regard to lots 7 through 12, no fence or hedge shall be constructed or planted within the identified pedestrian easements. Rear fencing and hedges shall not exceed six feet (6') in height. All fencing shall be constructed of wood, composite lumber (such as TREX), masonry, iron or PVC material. No chain link fencing shall be allowed. *(Amended 1/21/2005 see page 24)*

   On corner lots no fence or hedge shall be constructed or planted in the front nor along the sides of any dwelling unit nor within twenty-five (25) feet of any public street.

6. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. In the event that a dwelling is destroyed, the owner of the dwelling, within sixty (60) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition.

8. In the event a dwelling unit is damaged, or has materially deteriorated, the owner of the unit shall immediately repair the damage or deterioration.

9. No Lot shall be used or maintained as a dumping ground for refuse. Trash, garbage or other waste (refuse) shall be in sanitary containers and screened. No refuse or any container for same shall be placed or stored in front of any house, except on the date of refuse pickup.

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

11. Every owner shall provide his Lot with off-street parking space of at least 450 square feet, which may include all area in any driveway located on the Lot itself, to be used by the inhabitants of the dwelling house located on said Lot. It is the intent of this restriction that parking space for at least (2) vehicles be provided. All driveways are to be constructed of concrete and shall be installed per the specifications utilized by the Virginia Department of Highways.

12. All Lots are subject to such ten foot (10') Slope and Drainage Easement along all rights of way, and a ten foot (10') Utility and Drainage Easement along all property lines, except the front property lines shall be subject to such easements in the width of twenty-five (25') feet.

13. There shall be no planting that impairs vision placed, or fences, shrubbery or other obstruction maintained on any corner Lot which rises more than three feet (3') above ground level within twenty-five feet (25') of the intersection of any street lines.

14. One-story houses shall have 1,450 square feet of living space. Two-story houses shall have 900 square feet of living space on the first floor above ground and a total living space of 1,600 square feet. All other house configurations, such as, but not limited to, Cape Cod, Saltbox, split foyer and any other Multi-level and/or Tri-level shall have 1,600 square feet of usable, finished living space. Living space shall be computed using outside foundation measures and shall be exclusive of carports, garages and basements. Roof pitch shall be at least 5/12".

    The foundation of all houses shall have a brick veneer or finished masonry other than poured molded concrete or parget block from the house plate to the ground surface, which brick veneer or finished masonry shall be on the side of the house facing the street and on the two sides of the house facing the side lines. No brick veneer or finished masonry is required on the side of the house facing the rear property line.

15. All Lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the plat attached hereto in addition to those applicable requirements of any COUNTY Ordinance.

16. No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any character, shall be constructed on any Lot or dwelling located thereon, unless the "plan" of construction, including quality of workmanship, design, colors and materials including siding specifications shall have been approved in writing by the DECLARANT or in the event that Declarant so delegates then by Red Fox Run Homeowners Association, as being in harmony with the whole single family section and especially the adjoining single family residential properties.

17. 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, infra.

18. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Homeowners Association, Owner or the DECLARANT herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

ARTICLE VIII

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 any plat relating to Red Fox Run Subdivision that have been recorded or will be recorded (including the plat attached hereto), and including any plats adding future sections. The DECLARANT does hereby grant and convey unto the COUNTY, or other agency having jurisdiction thereof, a perpetual right of way or easement for the maintenance and repair of the aforesaid easements and any related facility designated on the aforesaid plat as Water Easements, Sanitary Sewer Easements, Drainage Easements, Gas Easements and Utility Easements.

Section 2. Maintenance of Drainage Easements and Detention Areas: 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 DECLARANT and/or 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 said charge shall become a lien upon the property belonging to the Association. If requested, the Association, when the Declarant conveys the common areas to the Association, agrees to enter into any agreement absolving COUNTY of any and all liability with regard to said drainage easements and/or detention areas.

Section 3. Sidewalk and Pedestrian Easements. All lot owners shall be

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entitled to free passage over any pedestrian easement that is identified on any lot within the Red Fox Run Subdivision and over any sidewalks so constructed with regard to additional properties added as a part of Red Fox Run. All sidewalks shall be kept free of obstruction and provided further that all owners shall remove snow and ice from the sidewalk that transverses their lot.

Section 4. Signage Easements: The Declarant reserves unto itself, its successors and assigns, signage easements located in the Common Area (or as marked Open Space - Parcel A) adjacent to U. S. Route 522 and on both sides of the entrance from U. S. Route 522 onto Grindstone Way and in the Common Area (as marked Open Space - Parcel E) and in the thirty-five foot (35') area delineated as the building restriction line on Lot 42. The purpose of said signage easement is to erect identification signage for the Red Fox Run Subdivision, and additional lands added thereto as provided herein and which signage shall be maintained by the Red Fox Run Homeowners Association, Inc., provided that the initial entrance signage and easements off U. S. Route 522 will eventually be shared prorata with other Red Fox Run projects utilizing said entrance.

Section 5. Reservations:

(a) The DECLARANT reserves unto itself, its successors or assigns, 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 Final Subdivision Plat of Red Fox Run 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 DECLARANT further reserves unto itself, its successors or assigns, for a period of five (5) years from the date hereof, a blanket easement and right on, over and under the ground within said Subdivision 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 DECLARANT shall restore the affected property to its original condition as near as practical. The DECLARANT shall give reasonable notice of intent to take such action to the Property Owners Association, unless in the opinion of the DECLARANT an emergency exists which precludes such notice. Reservation by DECLARANT of such blanket easement and rights contained herein shall not, in any way, obligate DECLARANT to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or responsibility upon DECLARANT therefor.

ARTICLE IX

GENERAL RESERVATION

The DECLARANT herein reserves unto itself, for a period of five (5) years, the right to amend this Deed of Dedication, provided that the single family residential nature of the subdivision shall not be changed.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement: The Association and/or Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter, imposed by the provisions of this Deed of Dedication. Failure by the Association, owner, or Declarant, its successors or assigns, or by any Owner 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 Association and/or the Declarant, its 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 which action is taken and which costs shall include reasonable attorney's fees, 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 Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association and/or the Declarant, 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 this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of

ten (10) years, as described under ARTICLE VII, Restriction No. 17, supra. The covenants and restrictions of this Declaration 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 Frederick County, Virginia.

Section 4. Dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit organization, for similar purposes.

The Subdivision of the land as shown on the plat of Red Fox Run attached hereto, or future plats to be recorded, is with the free consent and in accordance with the desire of the undersigned DECLARANT, and is in conformity with the provisions of "The Virginia Land Subdivision Act" as are applicable, together with the applicable ordinances and regulations of the governing body of the COUNTY, or other agency having jurisdiction thereof.

The designated "Common Areas" are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the members in Red Fox Run Subdivision or to additional sections added pursuant to Article II, supra.

WITNESS the following signatures and seals:

JENI COMPANY, a Virginia Corporation

By: _____ (SEAL)
Billy J. Tisinger, Vice President

STATE OF VIRGINIA, AT LARGE

CITY OF WINCHESTER, To-wit:

The foregoing instrument was acknowledged before me this 4 **day of** October, **2000, by Billy J. Tisinger, who is Vice President of Jeni Company, a Virginia Corporation, on behalf of said corporation.**

My commission expires December 31, 2000.

_____
Notary Public

21 S Loundon Street
tele# 540-667-1266

050001371

0180

THIS AMENDED DEED OF DEDICATION (of RED FOX RUN SUBDIVISION), made and dated this 21st day of January, 2005, by the Red Fox Run Homeowners Association (RFRHA).

Whereas, this document amends the Deed of Dedication recorded in the Clerk's office of the Circuit Court of Frederick County, Virginia in Deed Book 978 at page 1563.

Of the One-Hundred and Fifty-Two (152) lot owners, One-Hundred and Fifteen (115) have signed below. The Deed of Dedication requires that seventy-five percent (75%) of the RFRHA lot owners sign this document exhibiting their assent to amending the Restrictive Covenants.

Covenant #5, under ARTICLE VII, located in the Deed of Dedication Book 978 at page 1580, shall be deleted, and in its place Covenant #5 shall read (Amended text in bold italics):

No fence or hedge shall be constructed or planted in the front nor along ***the front half of*** the side of ***the dwelling,*** and with regard to lots 7 through 12, no fence or hedge shall be constructed or planted within the identified pedestrian easements. Rear fencing and hedges shall not exceed six feet (6') in height ***and shall not extend more than halfway along the side of the dwelling.*** All fencing shall be constructed of wood, composite lumber (such as TREX), masonry, iron or PVC material. No chain link fencing shall be allowed.

On corner lots no fence or hedge shall be constructed or planted in the front nor along ***the front half of*** the sides of ***the*** dwelling, nor within twenty-five (25) feet of any public street.

It is the intention of Covenant #5 to allow lot owners who install fencing or plant hedges on their property to begin the fence at the center of their dwelling rather than from the back of their dwelling.

Witness the following signatures and seals:

I, James R. Gironda, in accordance with ARTICLE X, Section 3 of the Red Fox Run Homeowners Association (RFRHA) Deed of Dedication, received a signed instrument of 75% of RFRHA lot owners to amend the Red Fox Run Covenant #5, under ARTICLE VII of the Deed of Dedication Book 978 at page 1580. All signatures are current Red Fox Run lot owners in good standing as of the RFRHA Special Meeting held the 20th day of January, 2005, when this vote was accepted by the RFRHA Board of Directors.

James R. Gironda

James R. Gironda, President
Red Fox Run Homeowner's Association

STATE OF VIRGINIA
COUNTY OF FREDERICK, TO-WIT:

The foregoing instrument was acknowledged before me this 21 day of January, 2005, by James R. Gironda, as President of Red Fox Run Homeowner's Association, on behalf of the Red Fox Run Homeowner's Association Members.

Notary Public

My Commission expires: 7-31-2005

BY LAWS

OF

RED FOX RUN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Red Fox Run Homeowners Association, Inc., a nonstock Virginia Corporation, its successors and assigns.

SECTION 2: "Properties" shall mean and refer to that certain real property described as Access Easement or Parking Area, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation.

SECTION 3: "Lot" shall mean and refer to any of the lots designated upon the plat of Red Fox Run Subdivision, now recorded or hereafter recorded, with the exception of the Access Easement or Parking Area.

SECTION 4: "Member" shall mean and refer to every person or entity who holds membership in the Association. All members must be a record owner of a fee or undivided fee interest in a lot in Red Fox Run Subdivision.

SECTION 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in Red Fox Run Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6: The "Act" shall mean and refer to The Property Owners' Association Act of the Code of Virginia (1950), as amended, Section 55-508, et seq., and all amendments thereto.

ARTICLE II

INCORPORATION OF SUBDIVISION AND RESTRICTIVE COVENANTS AND ACT

SECTION 1. The Deed of Subdivision and Restrictive Covenants of Red Fox Run Subdivision, dated October 4, 2000 of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia in Deed Book 978, at Page 1563, together with any amendments thereof which are duly recorded in said Clerk's Office are herein referred to and by this reference set out in haec verba.

SECTION 2. The provisions of The Property Owners' Association Act of the Code of Virginia (1950), as amended, Section 55-508, et seq., and all amendments thereto, are herein referenced to and by this reference set out in haec verba.

ARTICLE III

LOCATION

SECTION 1. The principal office of the Association shall be located at the Residence of the President of the Association, or at such other office as is agreed to by the Directors.

ARTICLE IV

MEMBERSHIP

SECTION 1. The Deed of Subdivision and Restrictive Covenants of Red Fox Run Subdivision, dated October 4, 2000 of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia in Deed Book 978, at Page 1563, together with any amendments thereof which are fully recorded in said Clerk's Office, are herein referred to and by this reference set out in haec verba.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by the appropriate ARTICLE addressing the subject in the aforesaid Deed of Subdivision and Restrictive Covenants, which has been made a part hereof as stated above and as set forth in The Property Owners' Association Act of the Code of Virginia (1950) as amended, Section 55-508, et seq.

SECTION 3. The membership rights of any person whose interest in any of the Lots is subject to the assessment under the aforesaid Deed of Subdivision and Restrictive Covenants and Act are personally obligated to pay such assessment, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored.

SECTION 4. Membership 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 Lot which is subject to assessment by the Association. Ownership of such a Lot shall be the sole qualification for membership.

ARTICLE V

VOTING RIGHTS

SECTION 1. The Deed of Subdivision and Restrictive Covenants and The Property Owners' Association Act herein referred to are by this reference set out in haec verba.

SECTION 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which assessments are made as provided in the aforesaid Deed of Subdivision and Restrictive Covenants and Act, and by this reference set out in haec verba.

SECTION 3. The membership rights of any person whose interest in any of the Lots is subject to assessments under the aforesaid Deed of Subdivision and Restrictive Covenants, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. The Association shall have one (1)

class of voting membership. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE VI

BOARD OF DIRECTORS

SECTION 1. Directors shall be elected at the annual meeting of Members or at a special meeting called for that purpose as provided by law, by a plurality of the votes cast at such election. Directors shall serve until the date herein fixed for the next annual meeting of Members and until the election of their respective successors. Directors must be Members. There shall be a minimum of three (3) Directors and a maximum of five (5) Directors. The Directors shall not be paid a Director's fee, but shall be reimbursed their reasonable expenses.

SECTION 2. At the first organizational (special) meeting of Members, the initial Board of Directors shall be elected, which Directors shall be in number as set forth in SECTION 1, supra.

Such Directors shall serve until the first annual meeting of Members, as set forth in ARTICLE XI, SECTION 1, infra.

SECTION 3. At the first annual meeting, the Members shall elect not less than three (3) nor more than five (5) Directors. Each Director shall serve for a term of one (1) year.

ARTICLE VII

ELECTION OF DIRECTORS:

NOMINATION, COMMITTEE, ELECTION COMMITTEE

SECTION 1. Election to the Board of Directors shall be by vote taken at the annual meeting or such other meeting called for such purpose. At such meeting, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to the Properties. The names receiving the largest number of votes shall be elected.

SECTION 2. It shall be the responsibility of the Secretary to tabulate and report the results of the voting for election of Directors at the annual or other special meeting at which such elections are held. The Secretary shall ascertain that any member casting a vote by proxy is acting pursuant to a valid proxy.

The Board of Directors shall not be required to disclose to anyone the vote of any member or his proxy.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. The Board of Directors shall have the power:

(a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting Membership as provided in ARTICLE XI, SECTION 2, of these By-laws.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments of charges referred to in ARTICLE IV, SECTION 2, of these By-laws. Further, for good cause shown, the Directors shall have the express authority to exempt any lots in said subdivision from liability for any assessments.

(d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the Members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to Members in the covenants.

(f) In the event that any Member of the Board of Directors of this Association shall be absent three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director be vacant.

SECTION 2. It shall be the duty of the Board of Directors:
(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting Membership, as provided in ARTICLE XI, SECTION 2, of these By-laws.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Deed of Restrictive Covenants nd Restrictions applicable to the Properties:

(1) To fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in

advance of such date or period and, at the same time;

(2) To prepare a roster of the Properties and assessment applicable thereto which shall be kept in the Office of the Association and shall be open to inspection by any Member, and, at the same time;

(3) To send written notice of each assessment to every Owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

(e) To comply with the provisions of The Property Owners' Act, and in conjunction therewith, to prepare and make available to any Lot owner upon request an Association Disclosure Packet, with the fee therefor to be determined by the Board of Directors.

ARTICLE IX

DIRECTORS' MEETINGS

SECTION 1. A regular meeting of the Board of Directors shall be held at least once a year on the first day of _____ at 7:00 p.m. If the date for the regular meeting of the Directors shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday; provided, however, that the Board of Directors may, by resolution, change the day and hour of holding such regular annual meeting.

SECTION 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice

thereof need be given.

SECTION 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two Directors after not less than three (3) days notice to each Director.

SECTION 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly-held after regular call and notice of a quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

SECTION 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE X

OFFICERS

SECTION 1. The officers shall be a President, a Vice President, a Secretary and a Treasurer. All such officers shall be Members of the Board of Directors.

SECTION 2. The officers shall be chosen by majority vote of the directors.

SECTION 3. All officers shall hold office at the pleasure of the Board of Directors.

SECTION 4. The President shall preside at all meetings of the Board of

Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

SECTION 5. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association, together with their addresses as registered by such Members (ARTICLE XI, SECTION 3, of these By-laws).

SECTION 6. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association.

SECTION 7. The Treasurer shall keep proper books of account and present an accounting of the Association books to the Members at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the Membership at its regular annual meeting.

ARTICLE XI
MEETINGS OF MEMBERS

SECTION 1. The regular meeting of the Members shall be at such time as may be fixed by the Board of Directors, but in no event later than twelve (12) months after the date of the previous annual meeting. In addition to the election of Directors, the Membership shall conduct such other business allowed by law.

SECTION 2. Special meetings of the Members for any purpose may be called at any time by the President, Sectretary or Treasurer, or by any three or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all of the votes of the entire Membership.

SECTION 3. Notice of any meeting shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meetings, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by ARTICLE VII of these By-laws or any action governed by the Articles of Incorporation or by the Covenants applicable to the Properties, notice of such meeting shall be given or sent as therein provided.

The presence at the 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 applicable notice requirement set forth in these By-laws 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.

ARTICLE XII

PROXIES

SECTION 1. At all corporate meetings of Members, each Member may vote in person or by proxy.

SECTION 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his home or other interest in the Properties.

ARTICLE XIII

BOOKS AND PAPERS

SECTION 1. The books, records and papers of the Association shall at all times, during reasonable business hours, or at a mutually convenient time and

location, and upon five (5) days' written notice, be subject to the inspection of any Member. In addition, the provisions of the Act pertaining to access to Association records are hereby incorporated by reference as if set out in full.

ARTICLE XIV

AMENDMENTS

SECTION 1. These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, provided that those provisions of these By-laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is, in fact, governed by the Deed of Restrictive Covenants and Restrictions and applicable law; and provided further that any matter stated herein to be or which is, in fact, governed by the Deed of Subdivision and Restrictive Covenants and Act applicable to the Properties may not be amended except as provided in such Deed of Subdivision and Restrictive Covenants and applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Deed of Subdivision and Restrictive Covenants or Act applicable to the Properties may not be amended, except as provided in such Deed of Subdivision and Restrictive Covenants and applicable law.

SECTION 2. In the case of any conflict between the Articles of

Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Deed of Subdivision and Restrictive Covenants applicable to the properties referred to herein and these By-laws, the Deed of Subdivision and Restrictive Covenants shall control; and in the case of any conflict between the provisions of The Property Owners' Association Act of the Code of Virginia (1950), as amended, Section 55-508, et seq., and these By-laws, the provisions of said Act shall control.

IN WITNESS WHEREOF, we, being all of the Directors of RED FOX RUN HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this _____ day of _____, 2001.

RED FOX RUN HOMEOWNERS ASSOCIATION, INC.

By _____
Director

By _____
Director

By _____
Director

060009087

0279

THIS AMENDED DEED OF DEDICATION (of RED FOX RUN SUBDIVISION), made and dated this 27 day of April, 2006, by the Red Fox Run Homeowners Association (RFRHA).

Whereas, this document amends the Deed of Dedication recorded in the Clerk's office of the Circuit Court of Frederick County, Virginia in Deed Book 978 at page 1563.

Of the One Hundred Fifty-Two (152) lot owners, One Hundred and Twenty (120) have signed below. The Deed of Dedication requires that seventy-five percent (75%) of the RFRHA lot owners sign this document exhibiting their assent to amending the Restrictive Covenants.

Under ARTICLE VII, located in the Deed of Dedication Book 978 at page 1580, Covenant #19 shall read:

Dogs, cats and other pets must be kept within the confines of the owner's lot. When outside the owner's lot, dogs, cats and other pets must be on a leash at all times and cannot be staked or tied on common property. The owner of a dog, cat and other pets is, at all times, responsible for any damage done by their pet.

All residents are required to clean up after their dogs, cats and other pets.

040011700

-93
/cmj

THIS DEED OF DEDICATION, made and dated this 22nd day of June, 2004 by and between **HEPLER CONSTRUCTION CO., INC., a Virginia Corporation,** hereinafter referred to as **DECLARANT**, and the **COUNTY OF FREDERICK, VIRGINIA,** hereinafter referred to as **COUNTY.**

WHEREAS, the DECLARANT is the owner in fee simple of the real estate shown on that certain Final Subdivision Plat drawn by P. Duane Brown, Land Surveyor, dated May 27, 2004, known as Red Fox Run II, which Final Plat is attached hereto and incorporated herein by reference as if set out in full. This is the same real estate previously conveyed to the DECLARANT by that certain deed from Jeni Company, dated May 11, 2004, and recorded in the Clerk's Office of the Circuit Court of Frederick, County, Virginia, as Instrument Number 040008628; and,

WHEREAS, said real estate, as shown on the aforesaid attached Final Subdivision Plat, has been subdivided into lots for the construction of single family homes thereon (Lots 1 through 66, inclusive), and the hereinabove Final Plat shows accurately the metes and bounds of the subdivided land, together with the dimensions of each Lot thereof and also shows certain surrounding lands in said Subdivision to be used as open space, sanitary sewer easements, utility, ingress-egress, pedestrian, drainage and signage easements, all of which shall constitute a portion of that development known as Red Fox Run II, and which areas that are marked as common areas to be owned and/or maintained by Red Fox Run Subdivision Homeowners Association upon the terms and conditions set forth hereinafter referenced; and,

WHEREAS, the Subdivision of Red Fox Run II, as shown on the aforesaid attached Final Subdivision Plat, is with the free consent and in accordance with the desires of the undersigned DECLARANT, and the DECLARANT further desires to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication.

NOW THEREFORE, THIS DEED OF DEDICATION WITNESSETH: That for and in consideration, of the premises and the benefits which will accrued by reason of this Dedication,

64-14-40 40-8-1-41A

the DECLARANT does hereby subdivide all of that certain tract or parcel of land designated as Red Fox Run II, lying and being situate in the County of Frederick, Virginia, and being more particularly described by that certain Final Subdivision Plat of Red Fox Run II, by P. Duane Brown, Land Surveyor, dated May 27, 2004 (containing Lots 1 through 66, inclusive) which Final Subdivision Plat is attached hereto and incorporated herein as if set out in full. This is the same real estate previously conveyed to the DECLARANT by that certain deed from Jeni Company dated May 11, 2004 and recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument Number 040008628.

FOR AND IN CONSIDERATION AS AFORESAID, the DECLARANT does further dedicated all of the streets in Red Fox Run II, to Frederick County, Virginia (hereinafter sometimes referred to as "The County") for public use, which streets dedicated hereby are more particularly described by the hereinabove referenced Final Subdivision Plat of Red Fox Run II. All of the Lots shown on the plat attached hereto shall be subject to the referenced restrictions, covenants and conditions, which shall constitute covenants real running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THIS IS A PROFFERED SUBDIVISION: A PROFFER IN THE AMOUNT OF $5,645.50 PER LOT MUST BE PAID TO FREDERICK COUNTY, VIRGINIA AT THE TIME OF APPLICATION FOR A BUILDING PERMIT. THIS SHALL BE PAID BY THE INDIVIDUAL LOT OWNER. All Lots in Red Fox Run II shall be subject to all of the Articles, restrictions, covenants and conditions set forth in the Deed of Dedication of Red Fox Run Subdivision dated October 4, 2000 and of record in the aforementioned Clerk's Office in Deed Book 978 at Page 1566. These covenants are real running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

All Lots shall be a member of Red Fox Run Homeowners Association, Inc., a nonstock

Virginia Corporation, its successors and assigns. Homeowner assessments shall be $125.00 per year per lot. Builders shall have the first nine (9) months from the date of Deed of Conveyance free of assessments.

WITNESS the following signatures and seals

HEPLER CONSTRUCTION CO., INC., a Virginia Corporation

PRES.

DAVID HEPLER, President

STATE OF VIRGINIA AT LARGE

~~CITY~~/COUNTY OF FREDERICK, To-wit:

I, Cathy M. Jewell, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify the David Hepler as President a duly authorized officer of Hepler Construction Co., Inc., whose name is signed to the foregoing Deed of Dedication , dated this 22nd day of June, 2004 has personally appeared before me and acknowledged the same in my State and jurisdiction aforesaid.

Given under my hand this 22nd day of June, 2004.

My commission expires 12/31/04.

NOTARY PUBLIC

Amendment To The By-Laws

Nominating Committee

SECTION 1. Establishment of the Nominating Committee is hereby made by the Board Of Directors and the Members.

SECTION 2. The duties, powers and responsibilities of the Nominating Committee are as follows:

(a) The Nominating Committee shall consist of two (2) or more persons appointed by the Board Of Directors, and shall serve from the close of such meeting until the close of the next Regular Annual Meeting. Members of the Nominating Committee must be members of the Association in good standing, but need not be officers or directors of the Association. In the event of death, disability or resignation of any member of the Nominating Committee, a successor may be designated by the Board Of Directors.

(b) The Committee has the following responsibilities and functions:

(1) Prior to the Association's Regular Annual Meeting, solicit the interest of persons who wish to stand for election to the Association's Board of Directors.

(2) Publish the names of the nominees for election to the Board Of Directors in the Association's Newsletter or meeting announcement distributed immediately preceding the Regular Annual Meeting. The Committee may make as many nominations for election to the Board Of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled at the Regular Annual Meeting.

(3) Maintain minutes of Committee meetings, and report to the Board Of Directors at the Regular Annual Meeting or otherwise as requested by the Board Of Directors with respect to the Committee's activities.

Amended on 18 October 2005

Amendment To The By-Laws

Red Fox Run Covenant Compliance Committee

SECTION 1. Establishment of Covenant Compliance Committee (CCC) is hereby made by the Board Of Directors and the Members.

SECTION 2. The duties, powers and responsibilities of the CCC are as follows:

(a) The CCC shall consist of a chairperson and two (2) or more persons appointed by the Board Of Directors. Members of the CCC must be members of the Association in good standing, but need not be officers or directors of the Association. A majority of the CCC may take any action of the CCC and may designate a representative to act for it. In the event of death, disability or resignation of any member of the CCC, a successor may be designated by the Board Of Directors.

(b) The CCC, on behalf of the Board Of Directors, is responsible for receiving and investigating complaints and for notifying homeowners of violations. The goal of the CCC is to provide fair and consistent enforcement of all the covenants and by-laws.

(c) Members desiring to report a violation may do so by completing a Violation Report Form and submitting the form to any CCC or Board member. Complainants may use any delivery method that will ensure receipt of the form (e.g., hand delivery, U.S. mail, email attachment). Complaints verified as enforceable will be investigated by the CCC.

(d) Homeowners found to be in violation will receive from the Board Of Directors at the address of record with the association, a notice of non-compliance that is hand delivered or mailed by registered or certified mail, return receipt requested. This notice will:

(1) identify the infraction and explain what is needed to bring the property or issue into compliance;

(2) set the date of hearing before the Board Of Directors and right to be represented by counsel;

(3) provide at least fourteen days notice prior to the hearing;

(4) identify the charges or other sanctions that may be imposed;

(5) notify the homeowner of their responsibility to contact the chairperson of the CCC or a Board member and request a re-inspection once the violation is corrected.

(e) Charges for violations that may be levied:

(1) For violations of a continuous nature, a charge may be levied at $10/day per day, not to exceed 90 days, from the date established by the Board at the hearing. After 90 days a lawsuit will be filed with the association's attorney.

(2) Individual violations may be levied at $50 each.

(3) Charges not paid will become part of the owner's assessments and will be deemed in arrears and handled as such.

(f) The CCC will address only those violations determined to be legally enforceable and explicitly covered in the covenants contained in the Deed Of Declaration, the By-Laws and other governing documents of the Association.

(g) In the interest of fairness and consistency, all known instances of an addressed violation will be cited whether or not a specific complaint has been received for those locations.

(h) Any homeowner can suggest a change to any covenants or by-laws by writing a letter to the CCC chairperson or the president of the Board Of Directors. The letter should cite the current covenant or by-law and the proposed language change. The homeowner should also explain the reason for the change and demonstrate how the proposed change would benefit the majority of the homeowners. The CCC will review the suggestion and will make the determination to send it to the Board Of Directors or to deny the request. If the suggestion is denied, the Committee will respond to the homeowner with an explanation for the denial. Any change to the covenants requires an amendment to the Deed Of Dedication, which must be filed at the Frederick county Courthouse. Any change to the by-laws requires a majority vote at a members meeting.

Amended on 18 October 2005

Amendment To The By-Laws

Red Fox Run Architectural Review Committee

SECTION 1. Establishment of Architectural Review Committee (ARC) is hereby made by the Board Of Directors and the Members.

SECTION 2. The duties, powers and responsibilities of the ARC are as follows:

(a) The ARC shall consist of a chairperson and two (2) or more persons appointed by the Board Of Directors. Members of the ARC must be members of the Association in good standing, but need not be officers or directors of the Association. A majority of the ARC may take any action of the ARC and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ARC, a successor may be designated by the Board Of Directors.

(b) The ARC, on behalf of the Board Of Directors, shall have the right of approval or veto of all architectural, engineering or building aspects of the improvement of any individual lot within the Association.

(c) No building, shed, fence, pool, enclosure or addition to a house or other structure shall be constructed, erected, altered or removed until the plans showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. In approving or disapproving plans, the ARC shall consider the suitability of the proposed building, improvements, structure or materials, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. The ARC may disapprove any submitted plans for any of the following reasons:

(1) failure of such plans to comply with any of the covenants in the Deed Of Dedication;

(2) failure to include information in such plans as requested;

(3) failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules and regulations;

In the event the ARC shall fail to specifically approve or disapprove the plans submitted in final and complete form, within thirty (30) days after written request for approval or disapproval, such plans shall be deemed approved.

(d) Upon approval or qualified approval by the ARC of any plans submitted, the ARC shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval. The ARC shall file a copy of such plans as approved for permanent record (together with such

qualifications or conditions, if any) with the Secretary, and, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final and such approval may not be revoked or rescinded thereafter, provided:

(1) the improvement or uses approved are not substantially changed or altered;

(2) that the improvements or uses shown or described on or in such plans do not violate any of the covenants; and

(3) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance.

Approval of any plans for use in connection with any lot shall not be deemed a waiver of the right of the ARC to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other lot.

(e) In any case where the ARC disapproves any plans submitted hereunder, the ARC shall so notify the applicant in writing together with a statement of the grounds upon which such action was based. In any such case, the ARC shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval. An applicant may appeal any disapproval to the Board of Directors, and such appeal shall be in writing and received by the Secretary within seven (7) days of the receipt of the written disapproval. The Board shall act on the appeal within forty-five (45) days of the Secretary's receipt of the written appeal; failure of the Board to act in a timely manner shall constitute an approval.

(f) ARC may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the ARC to approve or disapprove any plans submitted for approval, or to waive the exercise of the Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Deed Of Dedication or any applicable governmental law, code, ordinance, rule or regulation.

(g) The Association, ARC or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans.

Amended on 18 October 2005

Red Fox Run Homeowners Association
PO Box 4235
Winchester, Virginia 22604

Board Resolution September 20, 2012

Association Complaint Process

The Common Interest Community Board for the Commonwealth of Virginia has issued Final Regulation 18VAC48-70 Common Interest Community Ombudsman Regulations (adding 18VAC48-70-10 through 18VAC48-70-130) with an effective date of August 1, 2012.

The regulation requires that common interest community (CIC) associations set rules for receiving and considering complaints from members and other citizens. Specifically, the regulation (1) requires CIC associations to distribute their complaint policies and procedures to members, (2) requires the maintenance of association complaint records, (3) sets timeframes in which CIC associations must complete certain actions, (4) indicates the consequences for failure of an association to establish and utilize a complaint process, (5) establish procedures and forms for filing a notice of adverse decision.

The Board of Directors hereby adopts the following policy to adhere to the standards set forth:

1. The Red Fox Run Homeowners Association "Complaint Form" (*Attachment A*) shall be posted on our website(s), and hard copies shall be available by request to the Association President at a Board Meeting, or at the Annual Meeting.

2. Complaints are to be mailed to the Association President, Red Fox Run HOA, PO Box 4235, Winchester, Virginia 22604 or delivered in person to the Association President (or other Board member) at either a Monthly Board Meeting or at the Annual Meeting.

3. The Association President shall schedule a time to discuss the complaint at the next regular Board Meeting or shall call a Special Board Meeting, as prescribed in the by-laws, to consider the complaint.

4. The Association President will send the "receipt of Complaint" letter to the complainant (*Attachment B*) certified mail, return receipt requested, with notice of when the complaint will be considered.

5. If the Board of Directors determines additional information from the complainant is required to make a determination, the Association President shall send a letter requesting such within seven (7) days of the Board Meeting and shall provide the complainant twenty-one (21) days to reply (*Attachment C*). If no response is received or is received beyond the time limit established, the complaint will be considered withdrawn. The Association President shall send notification to the complainant (*Attachment D*).

6. The Association will issue a Final Decision to a complaint in written form on Association letterhead via certified mail, return receipt requested, within thirty (30) days of receiving the complaint (*Attachment E*) if no further information is requested from the complainant. If additional information is requested, the Association shall respond within thirty (30) days of receiving the requested information from the complainant.

7. The Complainant has the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) Ombudsman, under the Department of Professional and Occupational Regulation (DPOR) of the Commonwealth of Virginia in accordance

with the regulations promulgated by the CICB. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804-367-2941

8. The Complaint Form, and all applicable correspondence and documents related to a complaint, shall be given to the Association Secretary and maintained as an official record.

9. The Association will adhere to the regulation and any future modifications or amendments adopted by the Common Interest Community Board regarding the Complaint Process.

Approved and executed (date) by the members of the Board of Directors whose signatures appear below.

President
Director

VP
Director

Director

Secretary
Director

Director

RED FOX RUN HOMEOWNER ASSOCIATION

PO BOX 4235, Winchester, VA 22604, 540-300-1154

ASSOCIATION COMPLAINT FORM

(Attachment A)

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors of the **Red Fox Run Homeowners Association** has established this complaint form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the governing board, managing agent or association inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

_____

_____

_____

_____

_____

_____

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

_____ _____ _____

Printed Name Signature Date

_____

Mailing Address

_____

Lot/Unit Address

_____ _____ Contact Preference: Phone E-mail

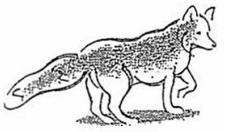
E-mail Address Phone Number Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a $25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804/367-2941

Approved at 07/11/2012 RFR HOA Board Meeting

Date Received _____ Date ARC Reviewed _____ Date Approved _____



Red Fox Run I & II



Application for Improvements

Name: _____ Lot Number: _____ Date: _____

Address: _____ City: Winchester State: VA Zip: 22602

Phone Number: _____

Please provide in the spaces below a detailed description of any planned improvements to your lot. Include a plan of construction, a design of construction, a list of materials to be used, and a sketch (on back of or attached to application) which provides the location of improvements to be constructed on the site. If possible, please attach a brochure or picture of desired improvements.

All applications must be approved by the Red Fox Run Board of Directors after review by the Architecture Review Committee (ARC) and are subject to restrictions and covenants of Red Fox Run HOA regulations (Article 7 Section 16) and any county ordinance. Please return your application to any member of the ARC or the RFR HOA board.

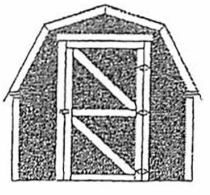
Description:



☐ Fence Height: _____ Color: _____

Material: ☐ Wood (type: _____) ☐ PVC

☐ Metal (no chain link) ☐ Other (describe:) _____



☐ Shed Size: _____ Siding Color: _____

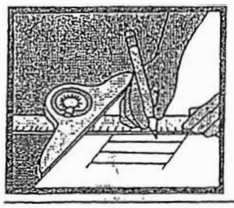
Siding Material: _____ Roofing Material: _____

Roof Color: _____ Other: _____

Note: Sheds must maintain a 5-foot setback from any property line. Any shed over 150 ft² must have a valid Frederick County building permit.

... application is continued on reverse side ...

☐ Other: (Please describe)



Sketch

Reviewed By:

Architecture Review Committee Member

Architecture Review Committee Member

Architecture Review Committee Member

Architecture Review Committee Member

HOA Board Approval:

HOA Board Member

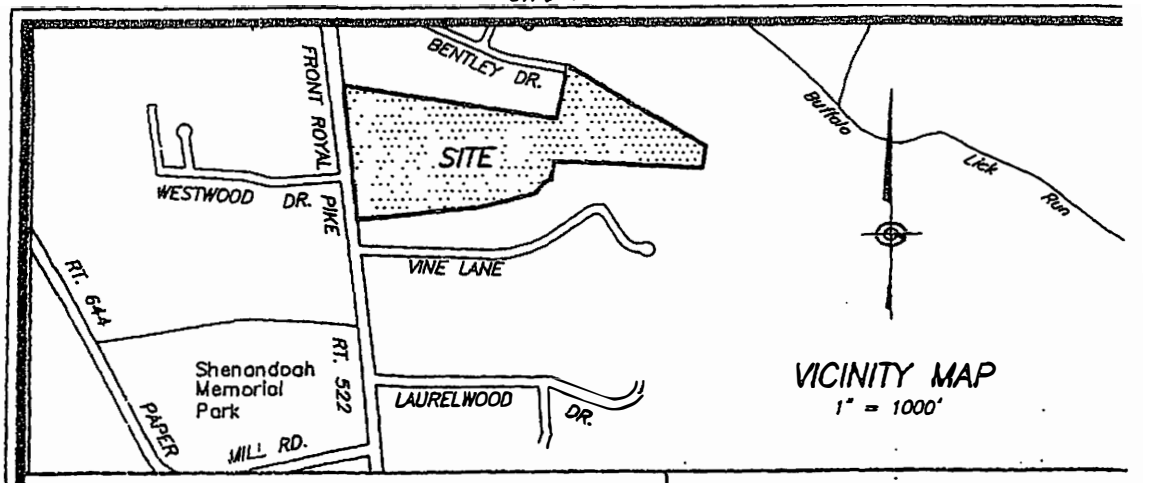
HOA Board Member

HOA Board Member

HOA Board Member

Note: HOA Board and ARC members have 30 days from receipt of application to approve or deny; no construction should be completed until further notice.

BK978PG1589



VICINITY MAP
1" = 1000'

APPROVALS:

John G. White 8/15/00
Frederick Co. Sanitation Authority — Date

Evan A. Wyatt 10/19/00
Frederick Co. Subdivision Administrator — Date

[illegible] 9/14/00
Va. Dept. of Transportation — Date

AREA TABULATION:

86 LOTS	= 26.162 AC.
STREETS	= 5.1571 AC.
OPEN SPACE A	= 1.0589 AC.
OPEN SPACE B	= 4.9307 AC.
OPEN SPACE C	= 0.2206 AC.
OPEN SPACE D	= 0.4310 AC.
OPEN SPACE E	= 0.1582 AC.
TOTAL	= 38.1197 AC.

OWNER'S CERTIFICATE:

THE SUBDIVISION OF THE LAND SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

FOR JENI COMPANY:

BY: [signature] - VICE PRESIDENT
10/19/00 DATE

Acknowledged before me by Billy J. Tisin V.P.
this 19 day of October 2000.
My Commission Expires: 8-31-2003
Rebecca P. Hogan
Notary

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION IS ALL OF THE LAND ACQUIRED BY THE JENI COMPANY BY DEED DATED 3 MARCH 2000 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, VIRGINIA, IN DEED BOOK 959 AT PAGE 1332.

Darryl G. Merchant
DARRYL G. MERCHANT, LS

PARENT TAX PARCEL IDENTIFICATION

TAX ID No.: 64-((2))-C1 38.1197 AC. ZONE: RP USE: RESIDENTIAL

REV. 12 OCT. 2000

FINAL SUBDIVISION PLAT

RED FOX RUN I

SHAWNEE DISTRICT - FREDERICK COUNTY, VIRGINIA

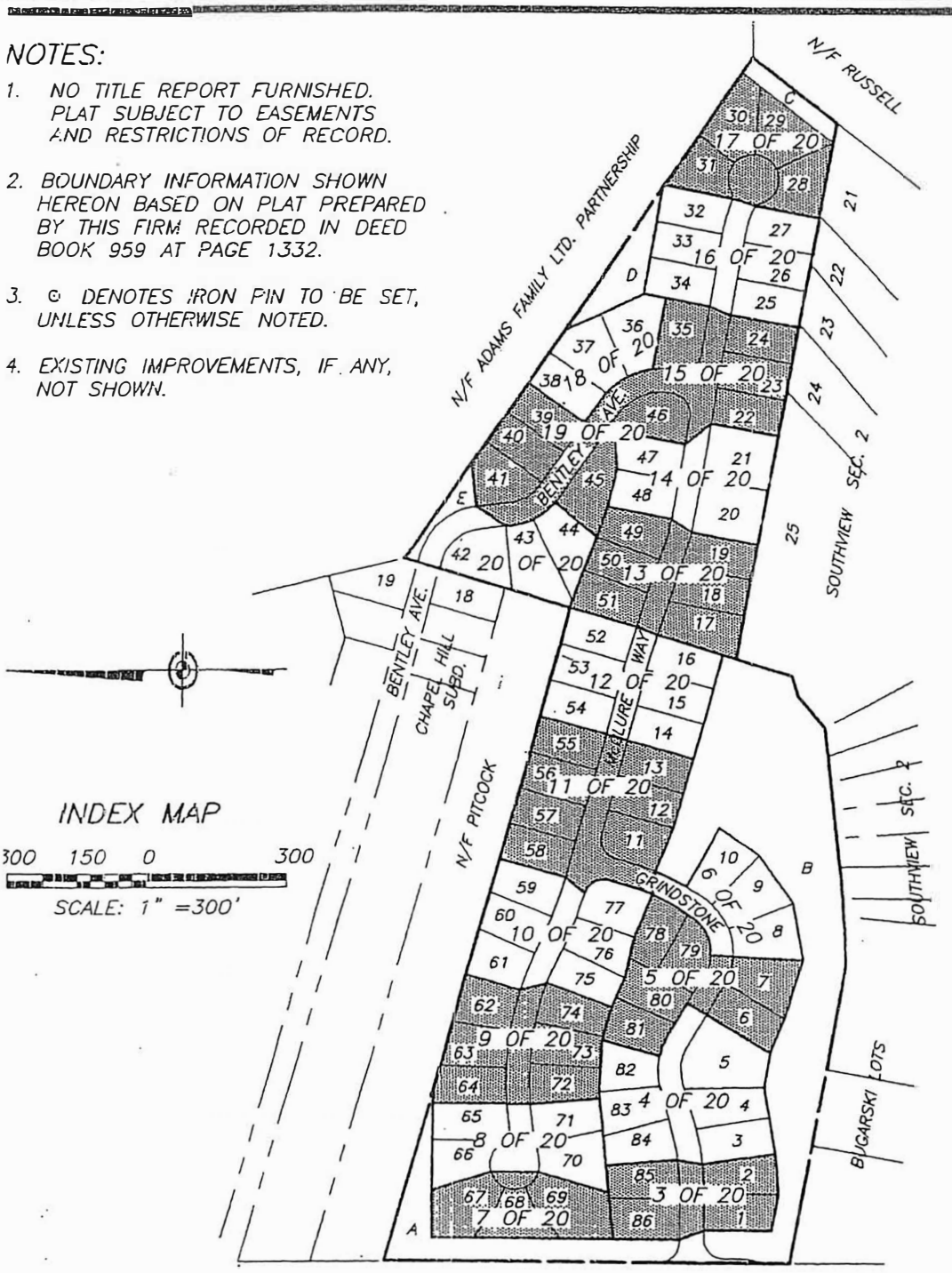
SCALE: AS NOTED DATE: 13 JULY 2000

COMMONWEALTH OF VIRGINIA
10-12-2000
DARRYL G. MERCHANT
No. 001806
LAND SURVEYOR

GREENWAY ENGINEERING
Engineers
Surveyors
Founded in 1971
151 WINDY HILL LANE
WINCHESTER, VA. 22602
TELEPHONE: (540) 662-4185
FAX: (540) 722-9528
E-MAIL: greenway@visuallink.com

NOTES:

1. NO TITLE REPORT FURNISHED. PLAT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
2. BOUNDARY INFORMATION SHOWN HEREON BASED ON PLAT PREPARED BY THIS FIRM RECORDED IN DEED BOOK 959 AT PAGE 1332.
3. ⊙ DENOTES IRON PIN TO BE SET, UNLESS OTHERWISE NOTED.
4. EXISTING IMPROVEMENTS, IF ANY, NOT SHOWN.



INDEX MAP

300 150 0 300

SCALE: 1" =300'

U.S. ROUTE 522 – FRONT ROYAL PIKE

REV. 12 OCT. 2000

FINAL SUBDIVISION PLAT

RED FOX RUN I

SHAWNEE DISTRICT – FREDERICK COUNTY, VIRGINIA

SCALE: AS NOTED | DATE: 13 JULY 2000

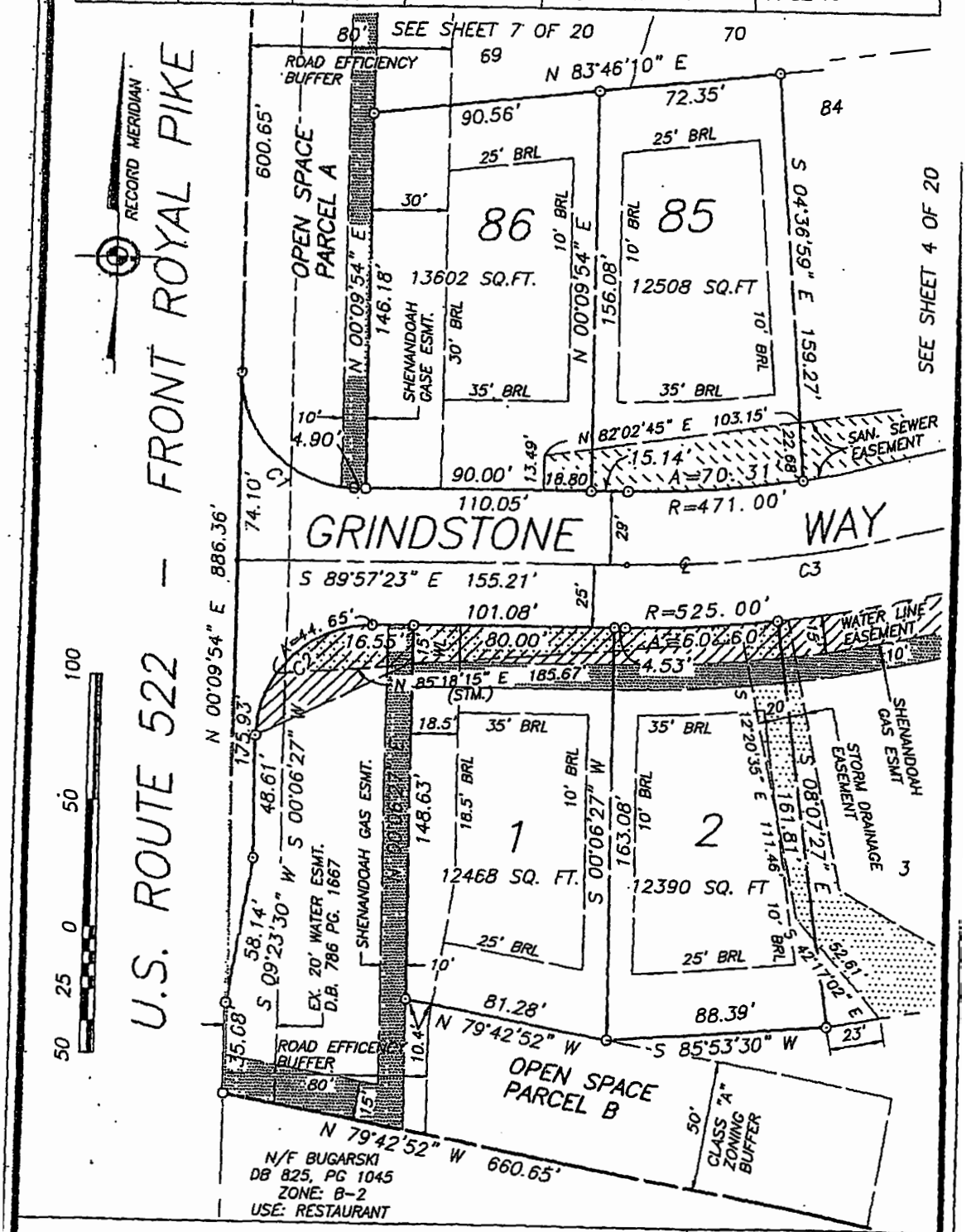
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SHEET 2 OF 20

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	45.00'	70.78'	63.71'	S 44°53'44" E	90°07'17"
C2	45.00'	70.63'	63.60'	N 45°04'32" E	89°56'10"
C3	500.00'	144.33'	143.83'	N 81°46'28" E	16°32'19"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

SHAWNEE DISTRICT - FREDERICK COUNTY, VIRGINIA

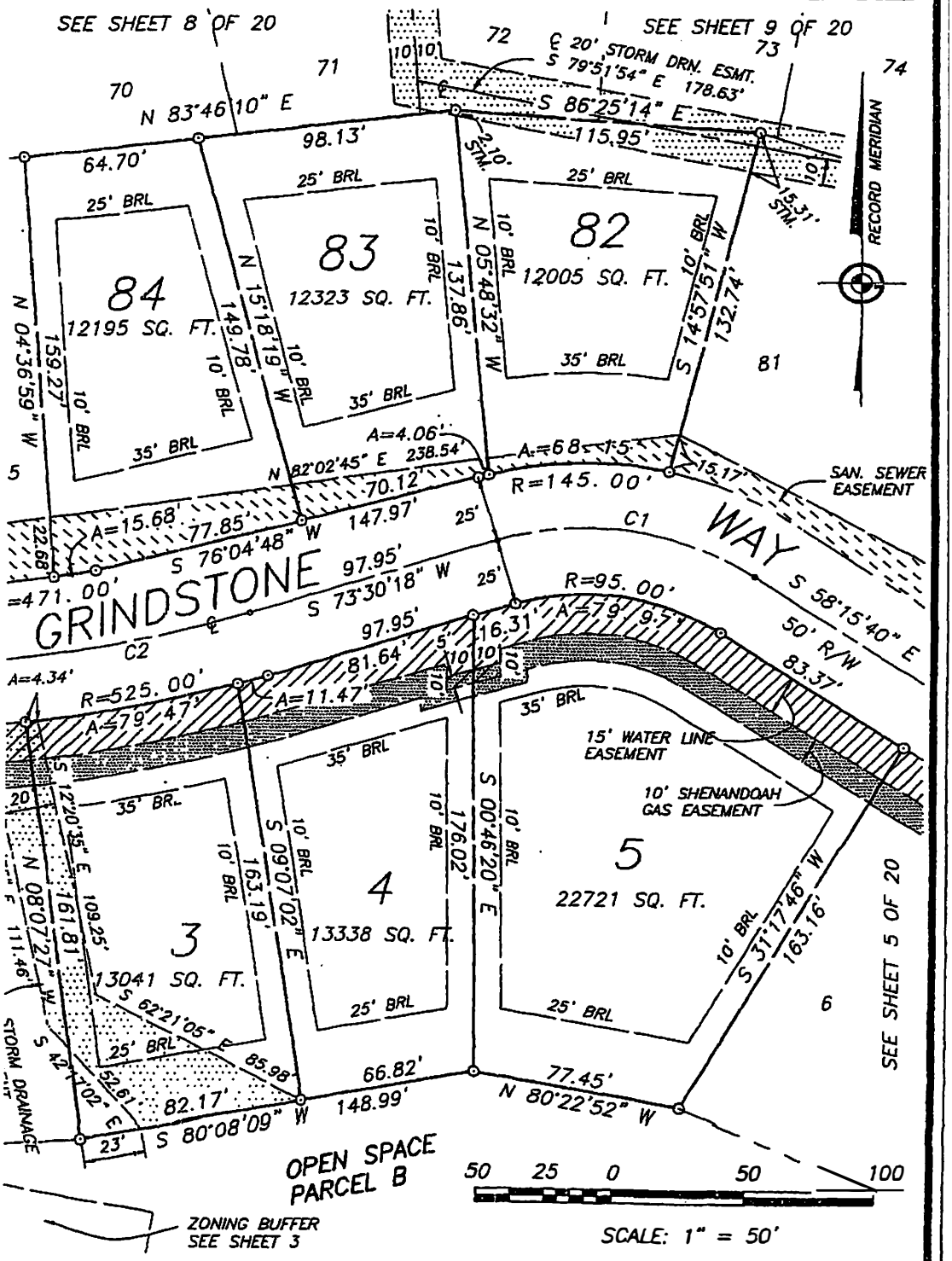
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SHEET 3 OF

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	120.00'	101.02'	98.06'	S 82°22'41" E	48°14'02"
C2	500.00'	144.33'	143.83'	N 81°46'28" E	16°32'19"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

SHAWNEE DISTRICT – FREDERICK COUNTY, VIRGINIA

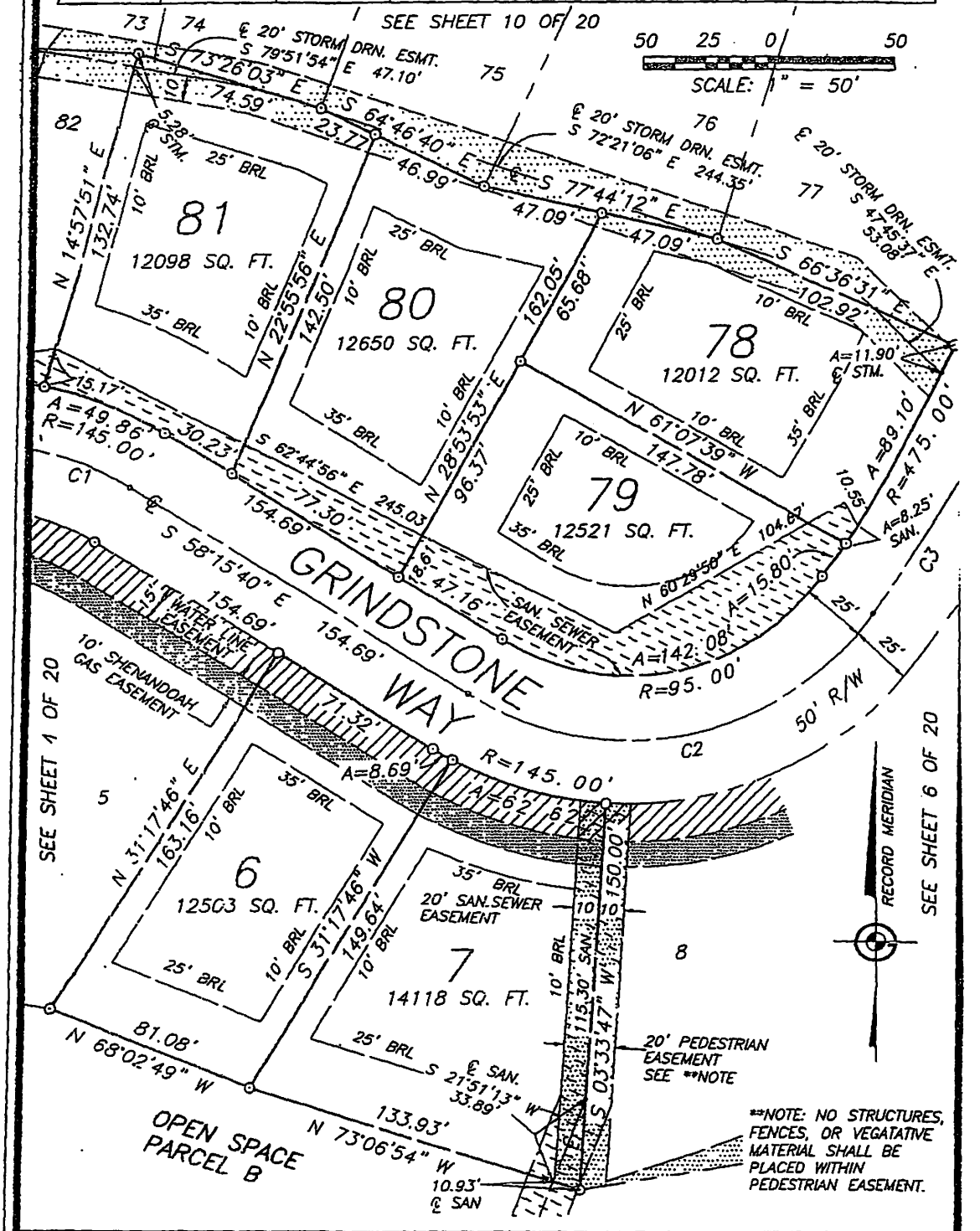
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SHEET 4 OF 20

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	120.00'	101.02'	98.06'	S 82°22'41" E	48°14'02"
C2	120.00'	179.48'	163.21'	N 78°53'33" E	85°41'35"
C3	500.00'	180.10'	179.13'	N 25°43'36" E	20°38'17"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

SHAWNEE DISTRICT – FREDERICK COUNTY, VIRGINIA

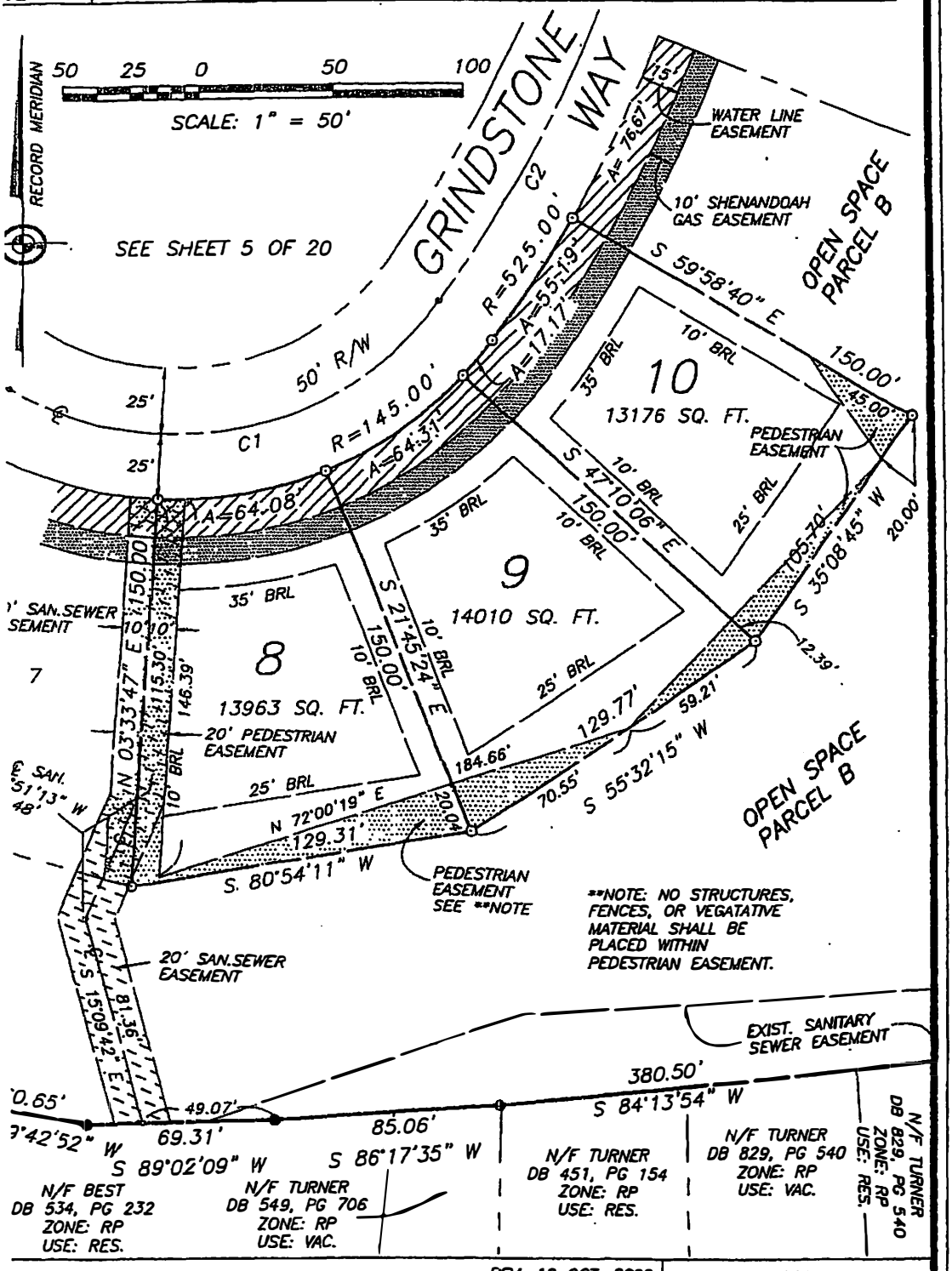
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SHEET E

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	120.00'	179.48'	163.21'	N 78°53'33" E	85°41'35"
C2	500.00'	180.10'	179.13'	N 25°43'36" E	20°38'17"



FINAL SUBDIVISION PLAT

REV. 12 OCT. 2000

RED FOX RUN I

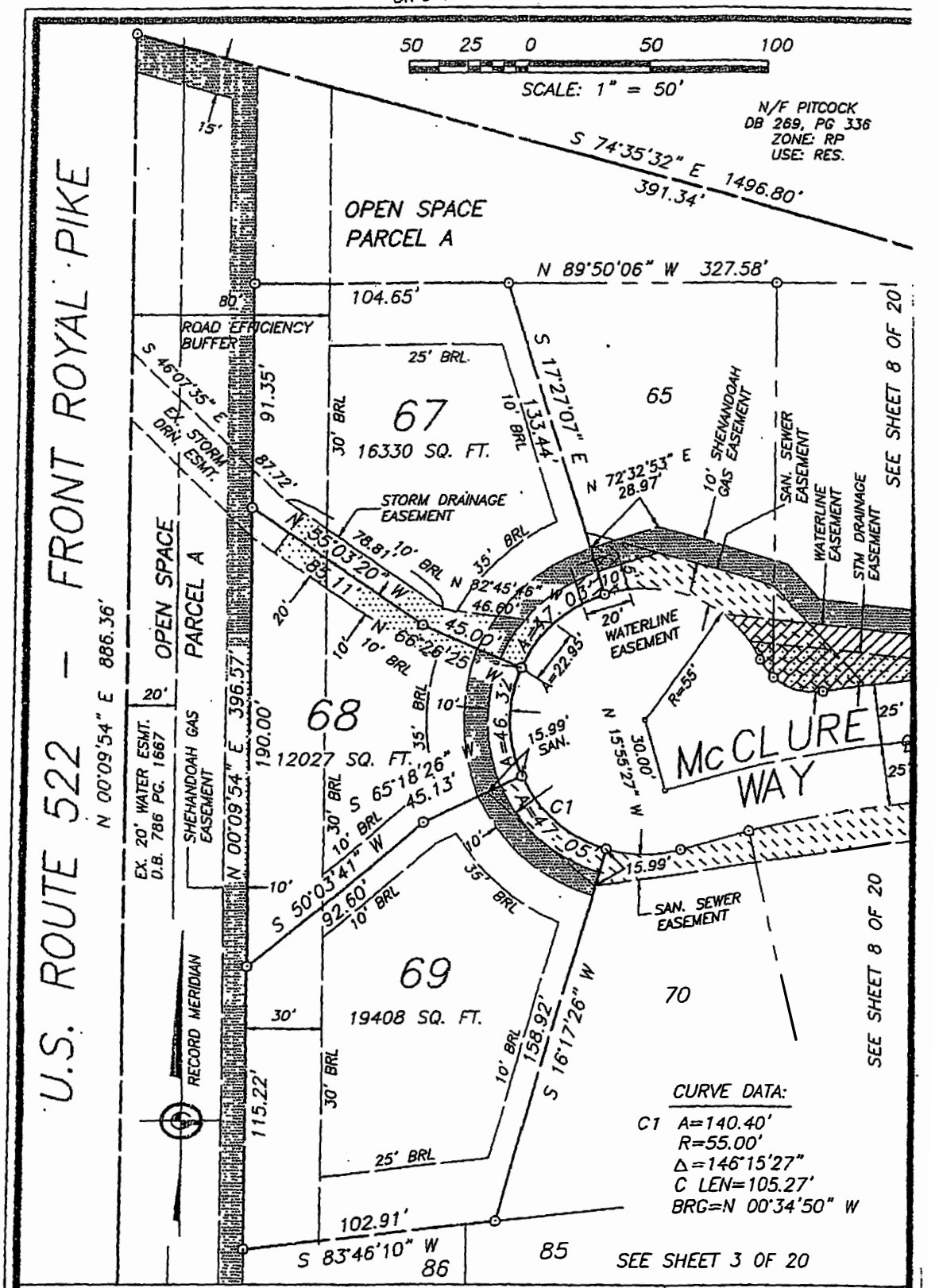
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SHEET 6 OF 20



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RED FOX RUN I

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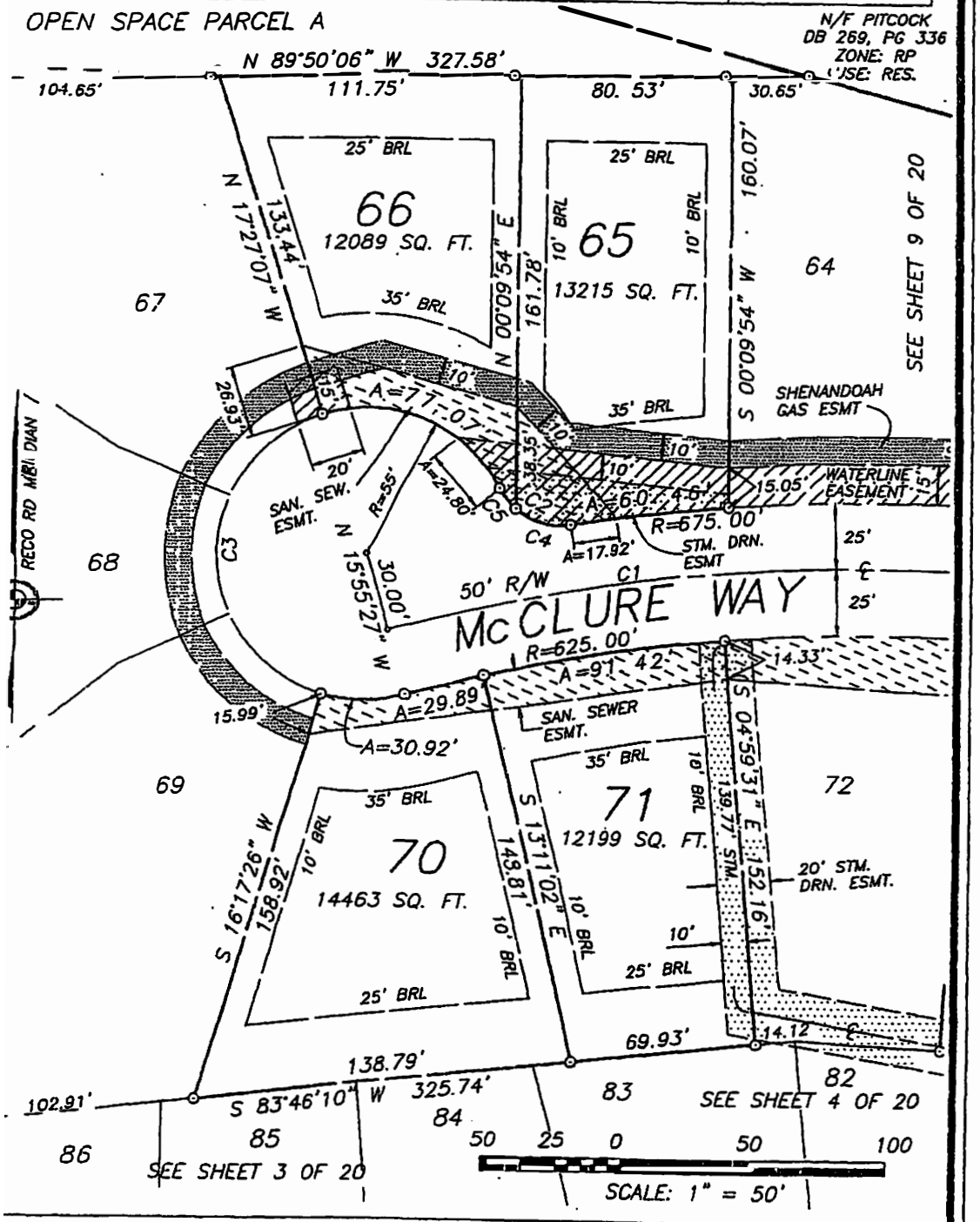
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SHEET 7

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	650.00'	483.95'	472.85'	S 84°35'42" E	42°39'31"
C2	25.00'	31.56'	29.50'	S 63°19'29" E	72°19'37"
C3	55.00'	248.39'	85.02'	N 23°27'26" E	258°45'47"
C4	25.00'	22.04'	21.34'	S 74°13'41" E	50°31'18"
C5	25.00'	9.52'	9.46'	S 38°03'42" E	21°48'19"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

SHAWNEE DISTRICT – FREDERICK COUNTY, VIRGINIA

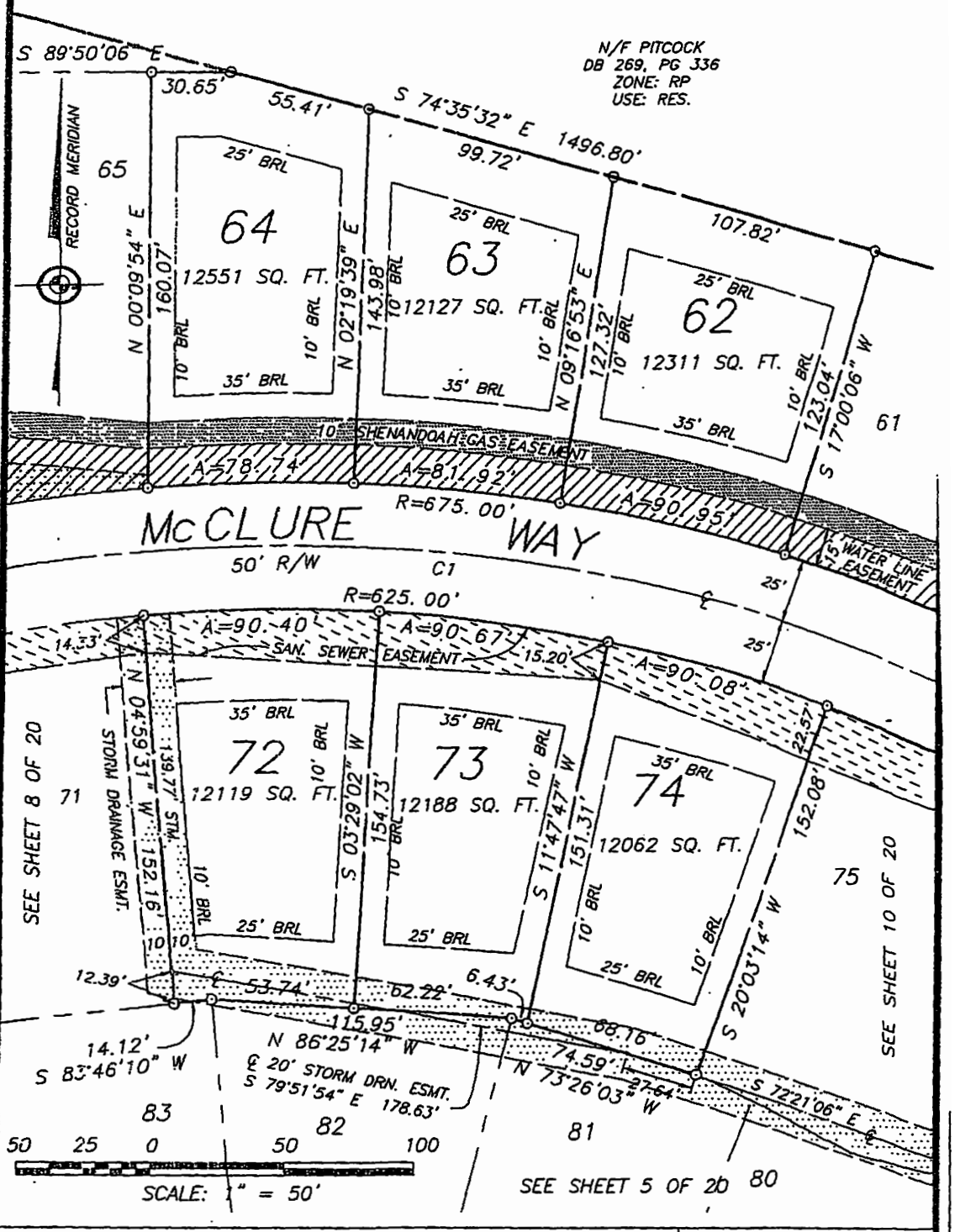
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SHEET 8 OF 20

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	650.00'	483.95'	472.85'	S 84°35'42" E	42°39'31"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

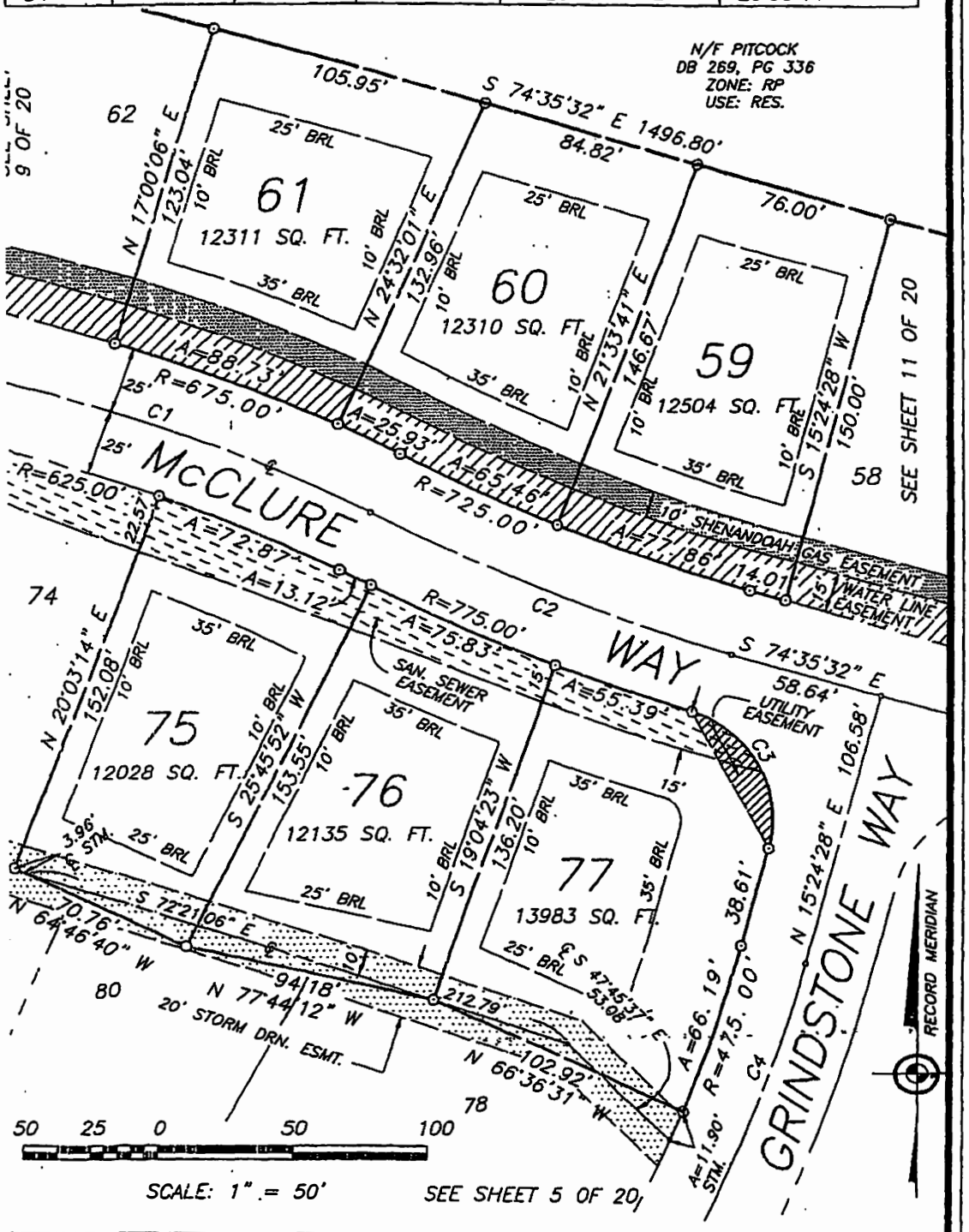
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CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	650.00'	483.95'	472.85'	S 84°35'42" E	42°39'31"
C2	750.00'	148.26'	148.02'	S 68°55'44" E	11°19'36"
C3	43.00'	67.08'	60.48'	S 29°14'57" E	89°22'29"
C4	500.00'	180.10'	179.13'	N 25°43'36" E	20°38'17"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

SHAWNEE DISTRICT – FREDERICK COUNTY, VIRGINIA

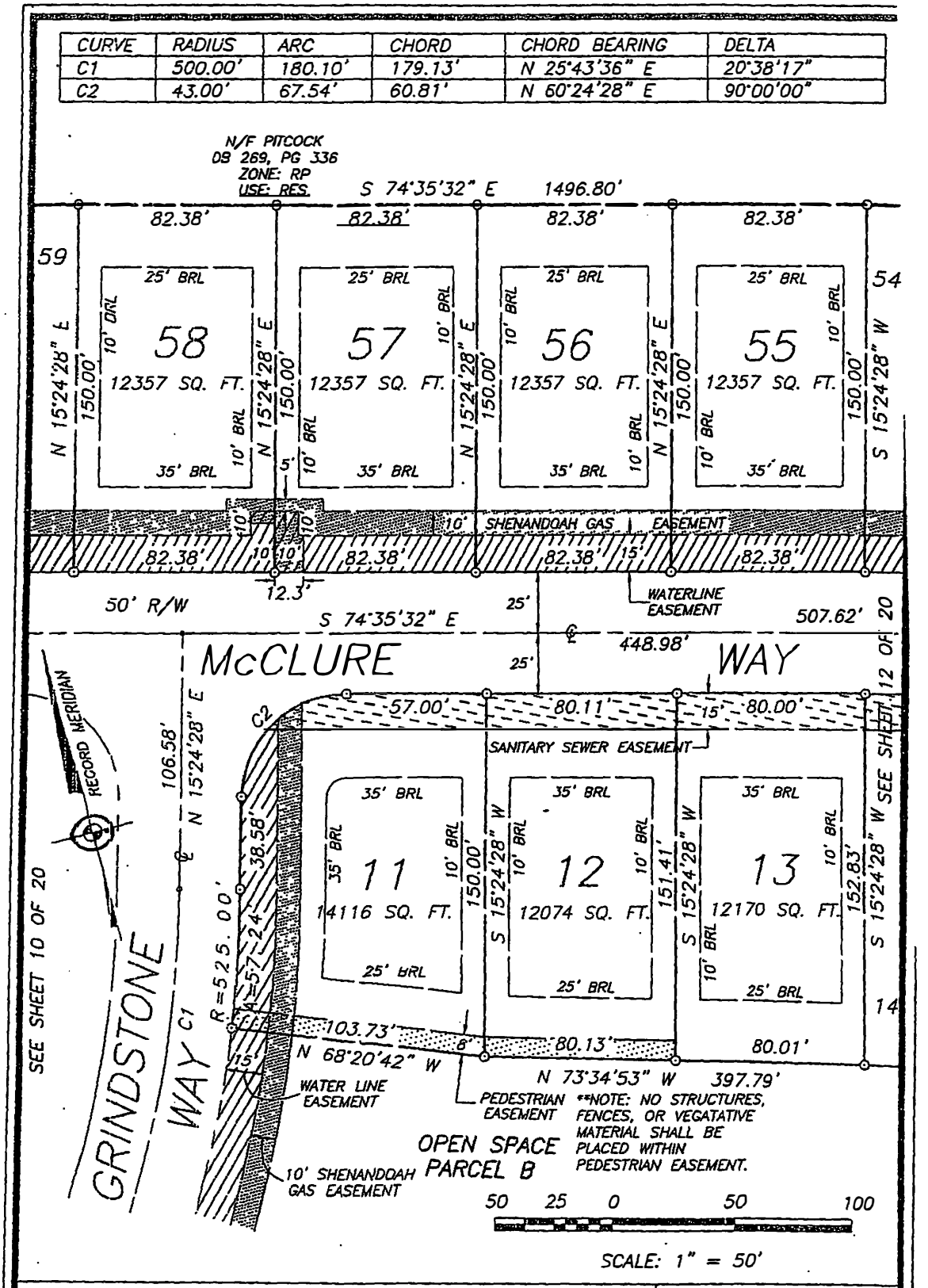
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SHEET 10 OF 20

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	500.00'	180.10'	179.13'	N 25°43'36" E	20°38'17"
C2	43.00'	67.54'	60.81'	N 60°24'28" E	90°00'00"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

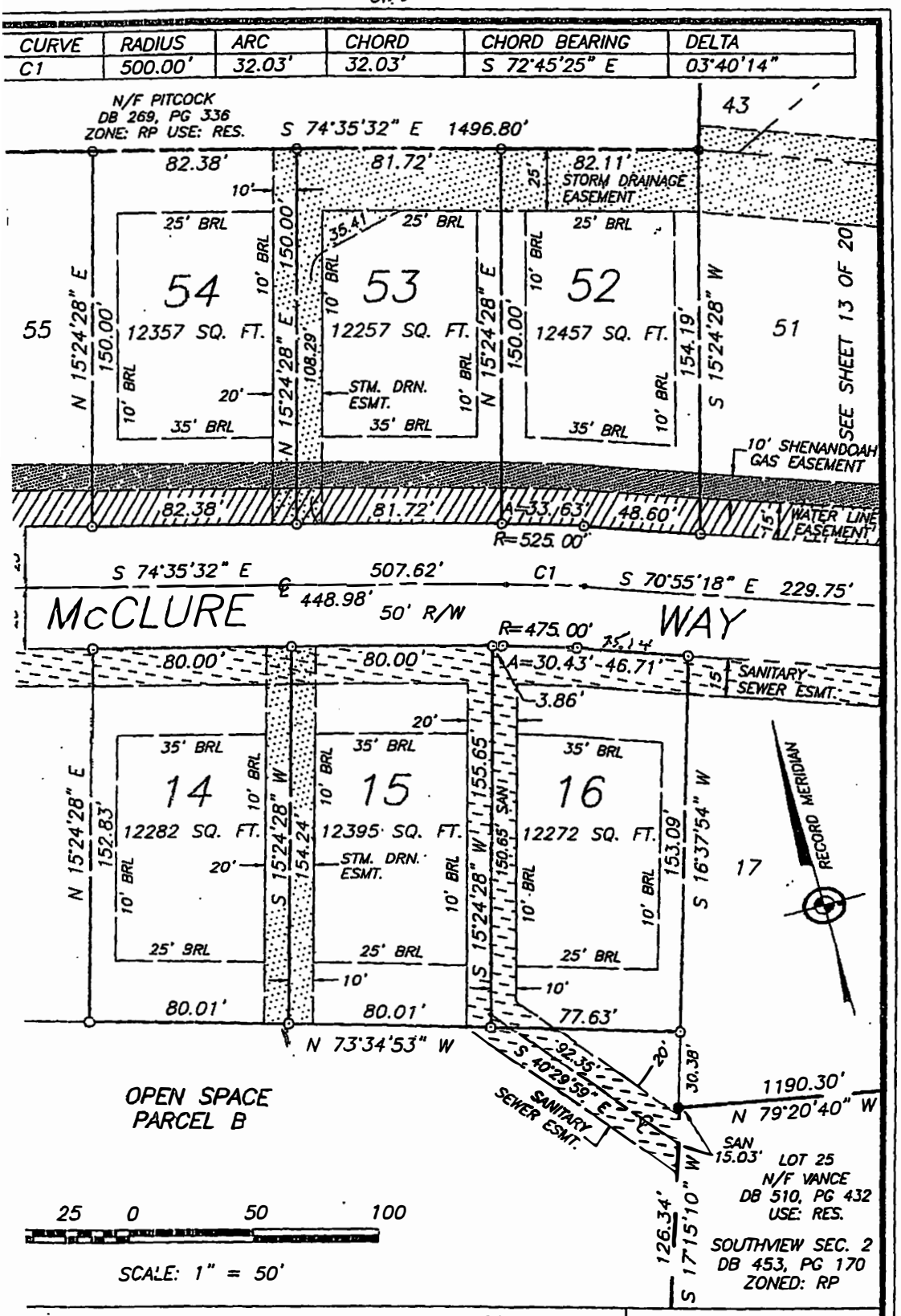
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CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	500.00'	32.03'	32.03'	S 72°45'25" E	03°40'14"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

SHAWNEE DISTRICT – FREDERICK COUNTY, VIRGINIA

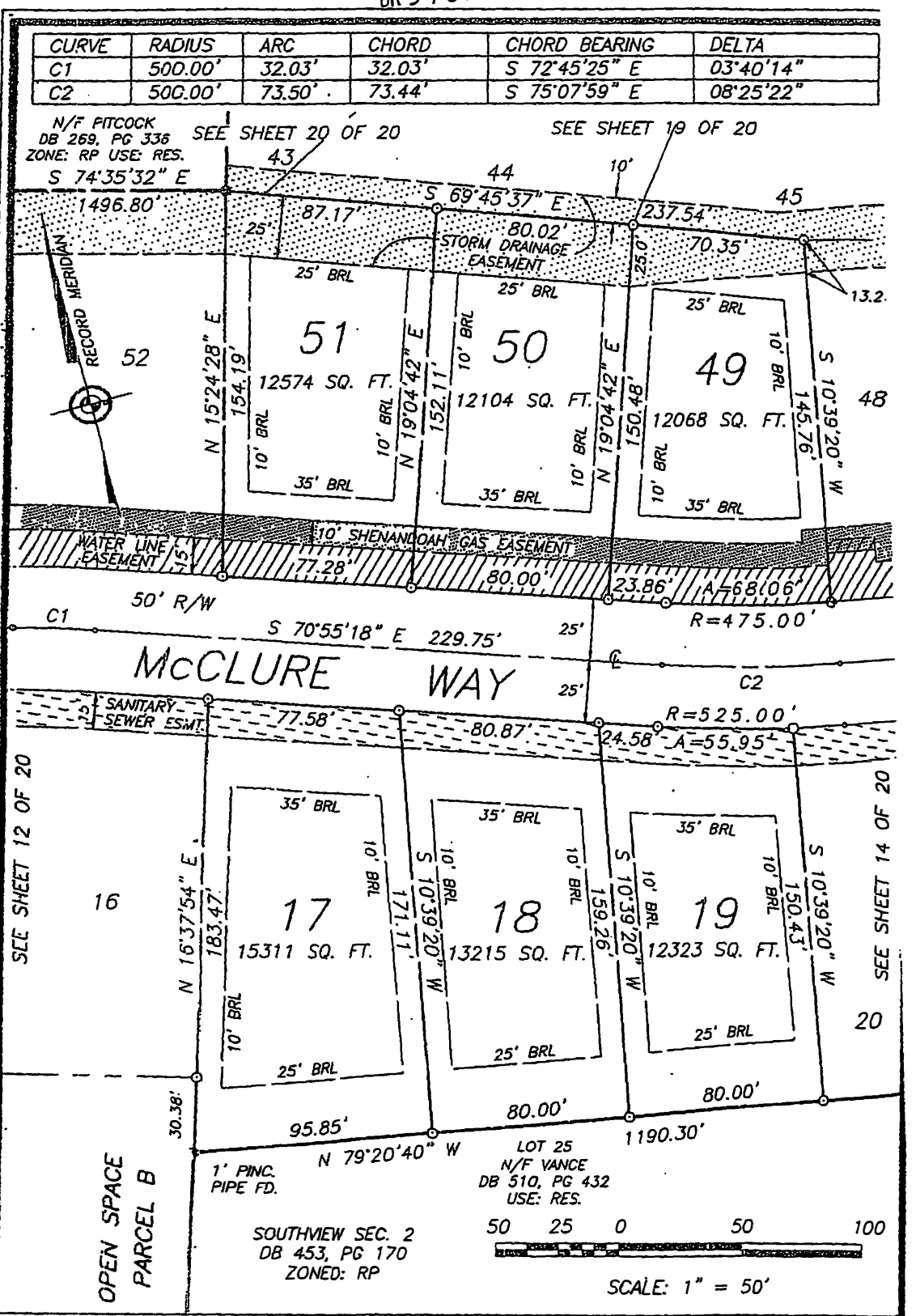
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SHEET 12 OF 20

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	500.00'	32.03'	32.03'	S 72°45'25" E	03°40'14"
C2	500.00'	73.50'	73.44'	S 75°07'59" E	08°25'22"



REV. 12 OCT. 2000

FINAL SUBDIVISION PLAT

RED FOX RUN I

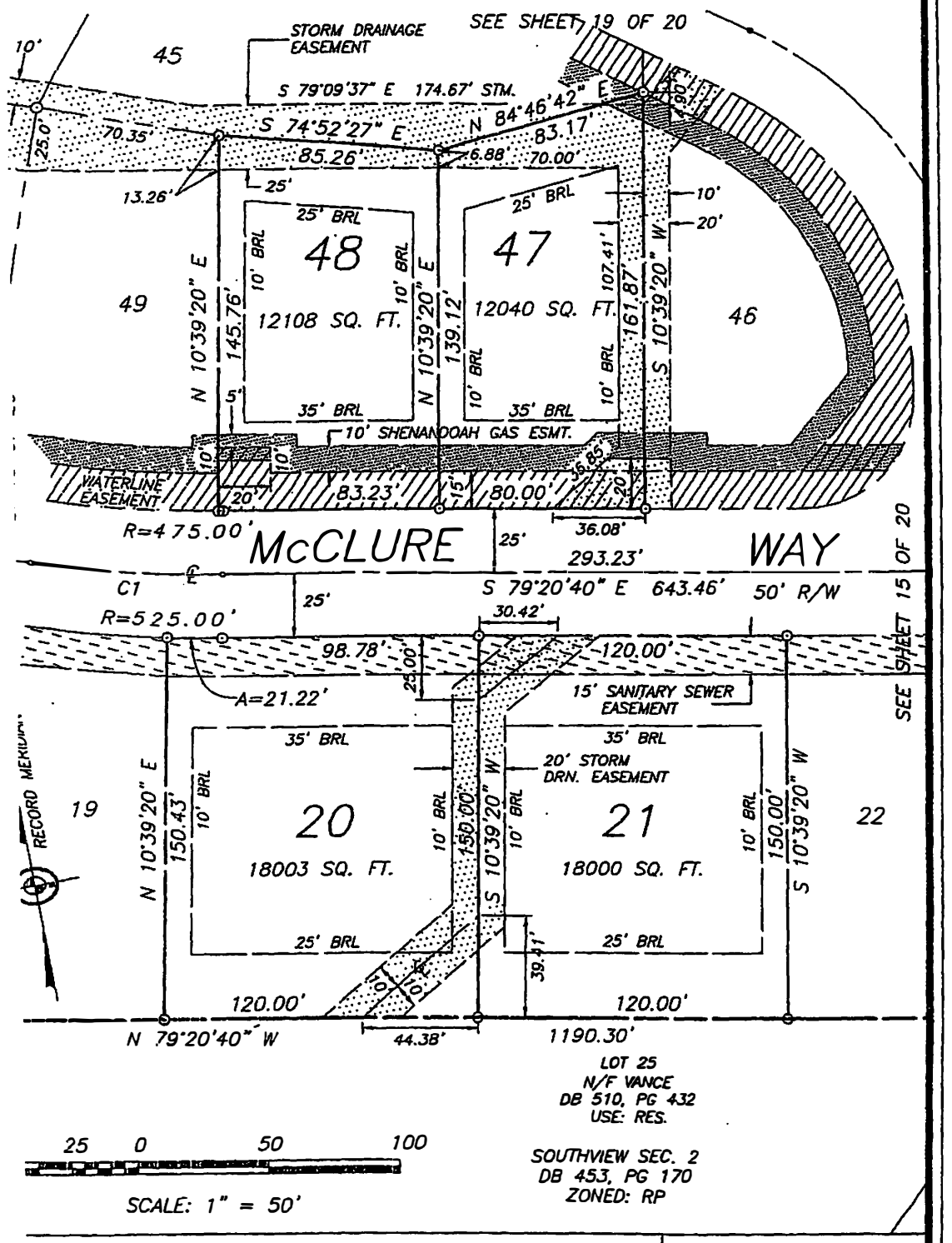
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CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	500.00'	73.50'	73.44'	S 75°07'59" E	08°25'22"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

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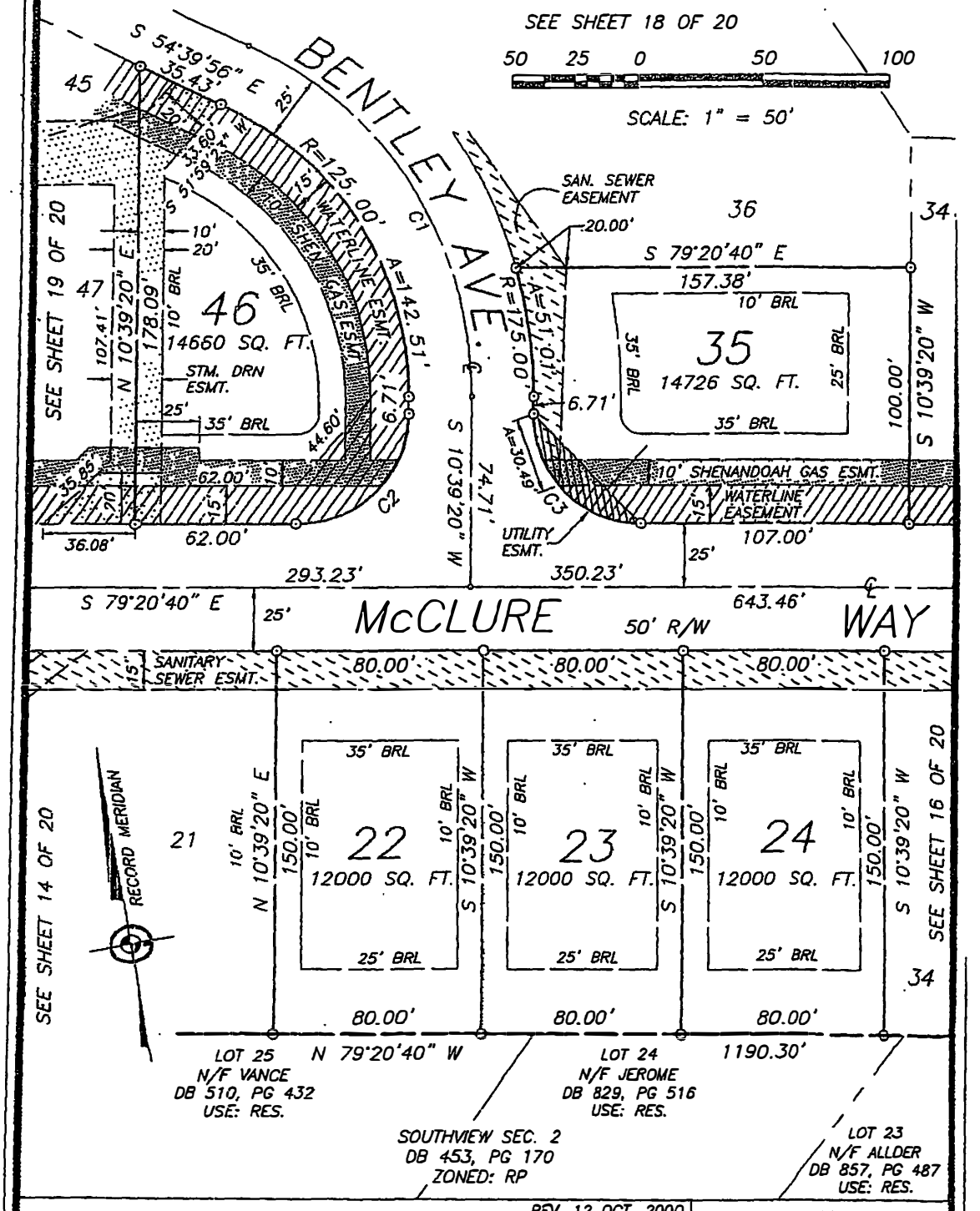
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SHEET 14 OF 20

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	150.00'	171.01'	161.90'	S 22°00'18" E	65°19'16"
C2	43.00'	67.54'	60.81'	N 55°39'20" E	90°00'00"
C3	43.00'	67.54'	60.81'	S 34°20'40" E	90°00'00"



REV. 12 OCT. 2000

FINAL SUBDIVISION PLAT

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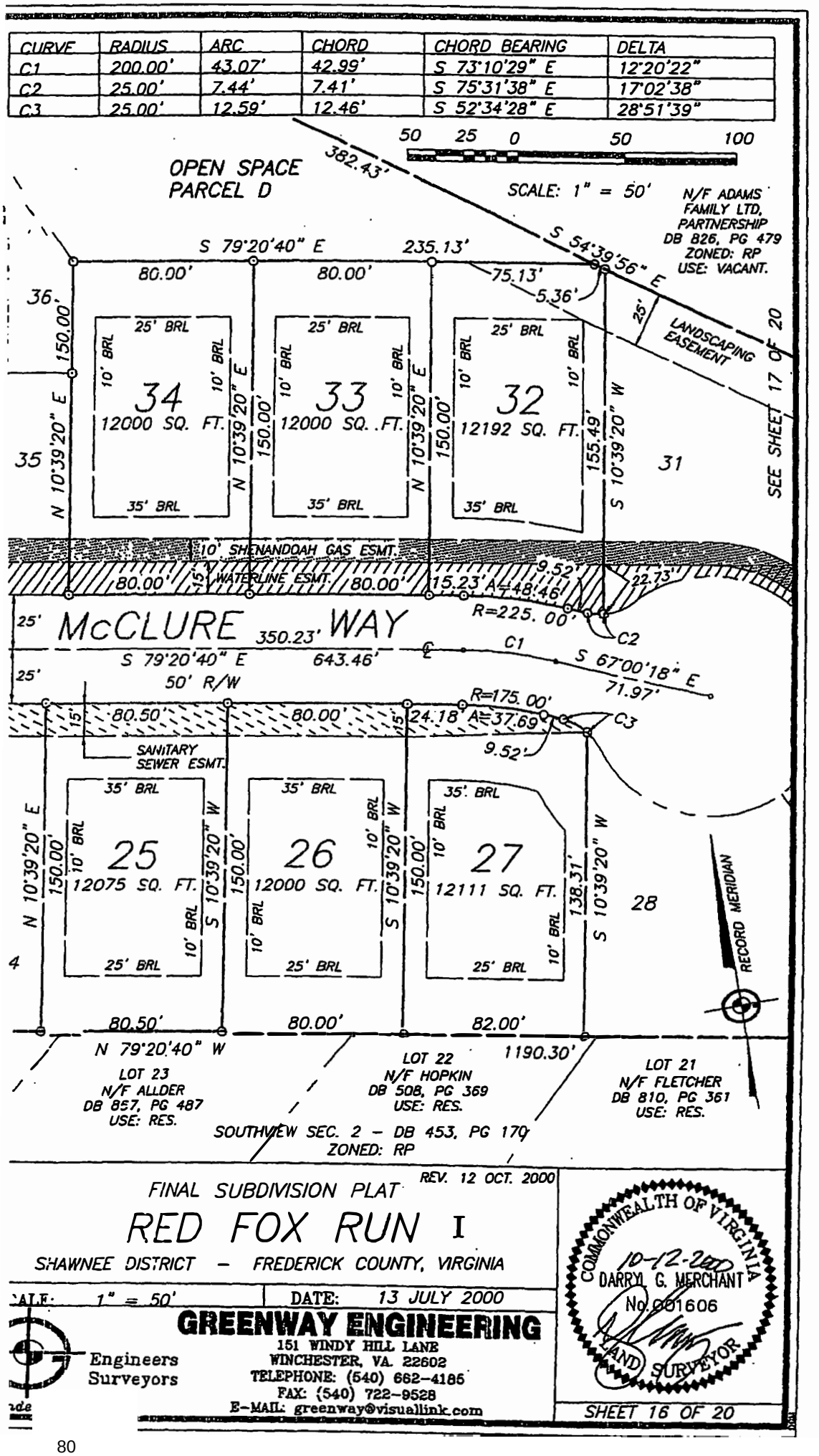
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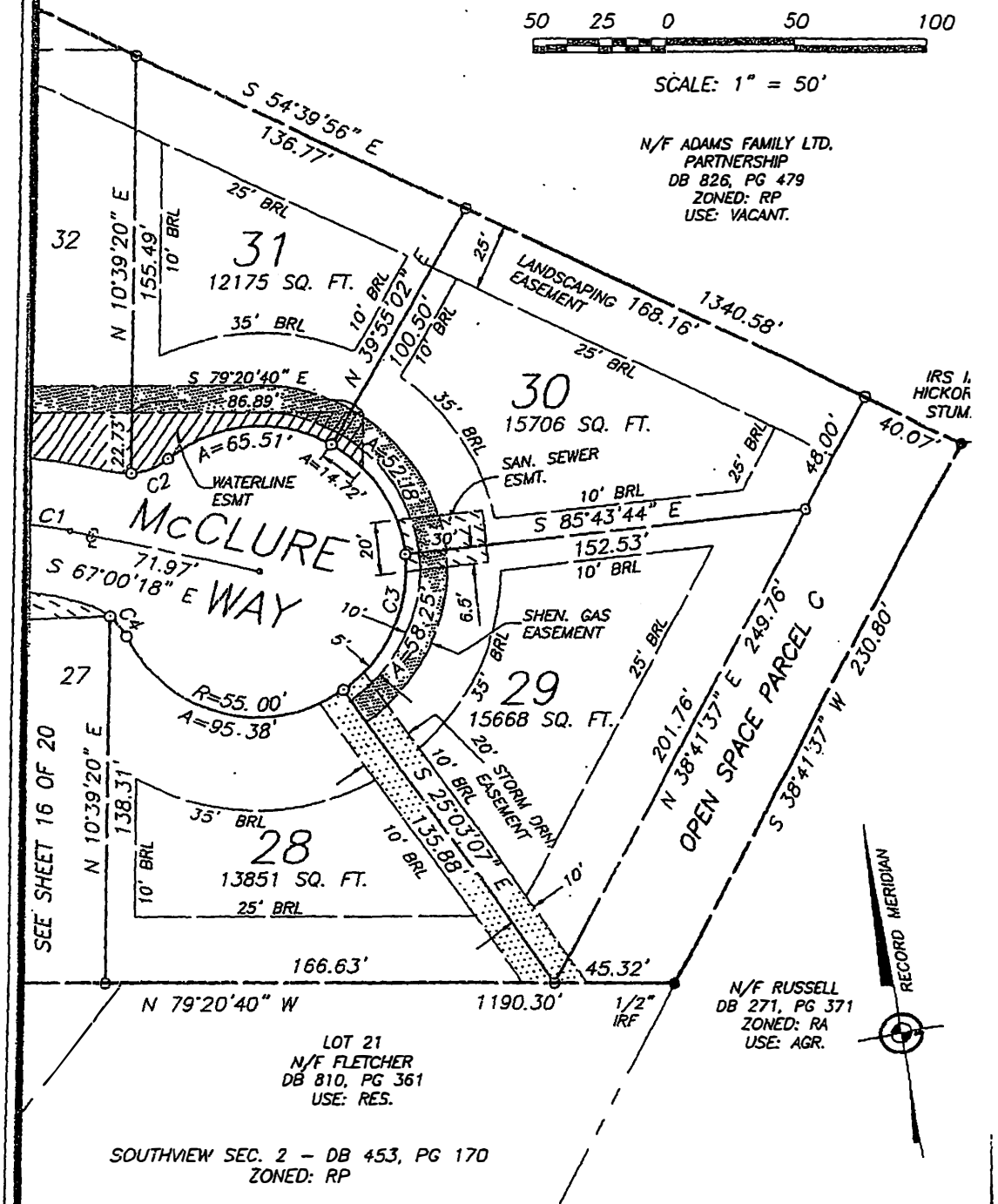
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SHEET 15


CURVE | RADIUS | ARC | CHORD | CHORD BEARING | DELTA
C1 | 200.00' | 43.07' | 42.99' | S 73°10'29" E | 12°20'22"
C2 | 25.00' | 7.44' | 7.41' | S 75°31'38" E | 17°02'38"
C3 | 25.00' | 12.59' | 12.46' | S 52°34'28" E | 28°51'39"
50 25 0 50 100
SCALE: 1" = 50'
OPEN SPACE PARCEL D
382.43'
S 54°39'56" E
N/F ADAMS FAMILY LTD, PARTNERSHIP DB 826, PG 479 ZONED: RP USE: VACANT.
S 79°20'40" E 235.13'
80.00' 80.00' 75.13' 5.36'
25' LANDSCAPING EASEMENT
SEE SHEET 17 OF 20
36
35
N 10°39'20" E 150.00'
25' BRL
10' BRL
34 12000 SQ. FT.
33 12000 SQ. FT.
32 12192 SQ. FT.
N 10°39'20" E 150.00'
S 10°39'20" W 155.49'
31
35' BRL
10' SHENANDOAH GAS ESMT.
15' WATERLINE ESMT.
80.00' 80.00' 15.23' A=48°46'
9.52' 22.73'
R=225.00'
C2
C1
25' McCLURE WAY 350.23'
S 79°20'40" E 643.46'
S 67°00'18" E 71.97'
50' R/W
R=175.00'
80.50' 80.00' 24.18' A=37.69'
C3
9.52'
SANITARY SEWER ESMT.
25 12075 SQ. FT.
26 12000 SQ. FT.
27 12111 SQ. FT.
N 10°39'20" E 150.00'
S 10°39'20" W 150.00'
S 10°39'20" W 138.31'
28
4
RECORD MERIDIAN
80.50' 80.00' 82.00'
N 79°20'40" W 1190.30'
LOT 23 N/F ALLDER DB 857, PG 487 USE: RES.
LOT 22 N/F HOPKIN DB 508, PG 369 USE: RES.
LOT 21 N/F FLETCHER DB 810, PG 361 USE: RES.
SOUTHVIEW SEC. 2 – DB 453, PG 179 ZONED: RP
FINAL SUBDIVISION PLAT
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RED FOX RUN I
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SCALE: 1" = 50'
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SHEET 16 OF 20

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	200.00'	43.07'	42.99'	S 73°10'29" E	12°20'22"
C2	25.00'	14.95'	14.73'	N 78°48'51" E	34°16'26"
C3	55.00'	271.31'	68.75'	N 22°59'42" E	282°38'08"
C4	25.00'	9.80'	9.74'	S 26°54'56" E	22°27'25"



REV. 12 OCT. 2000

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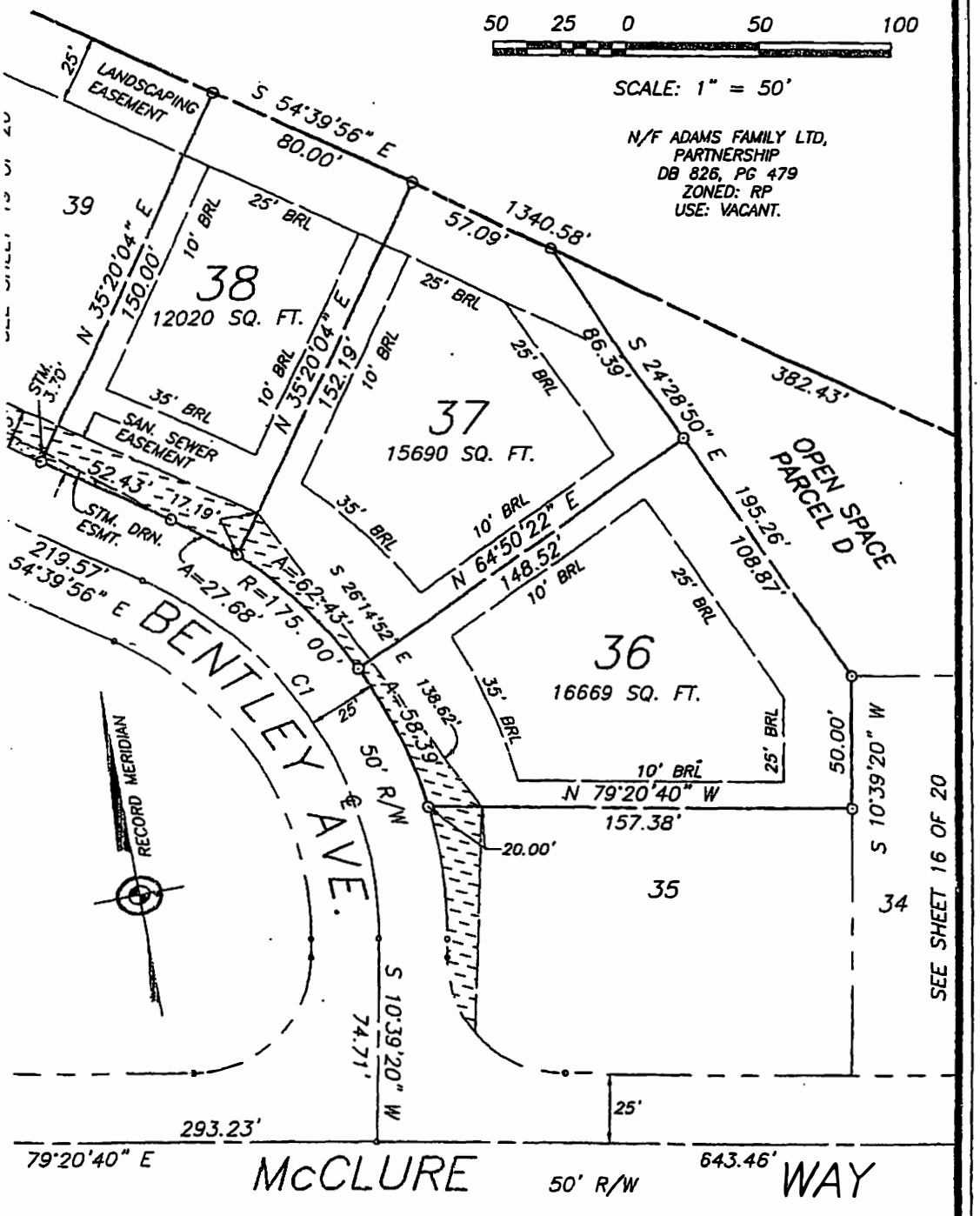
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CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	150.00'	171.01'	161.90'	S 22°00'18" E	65°19'16"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

RED FOX RUN I

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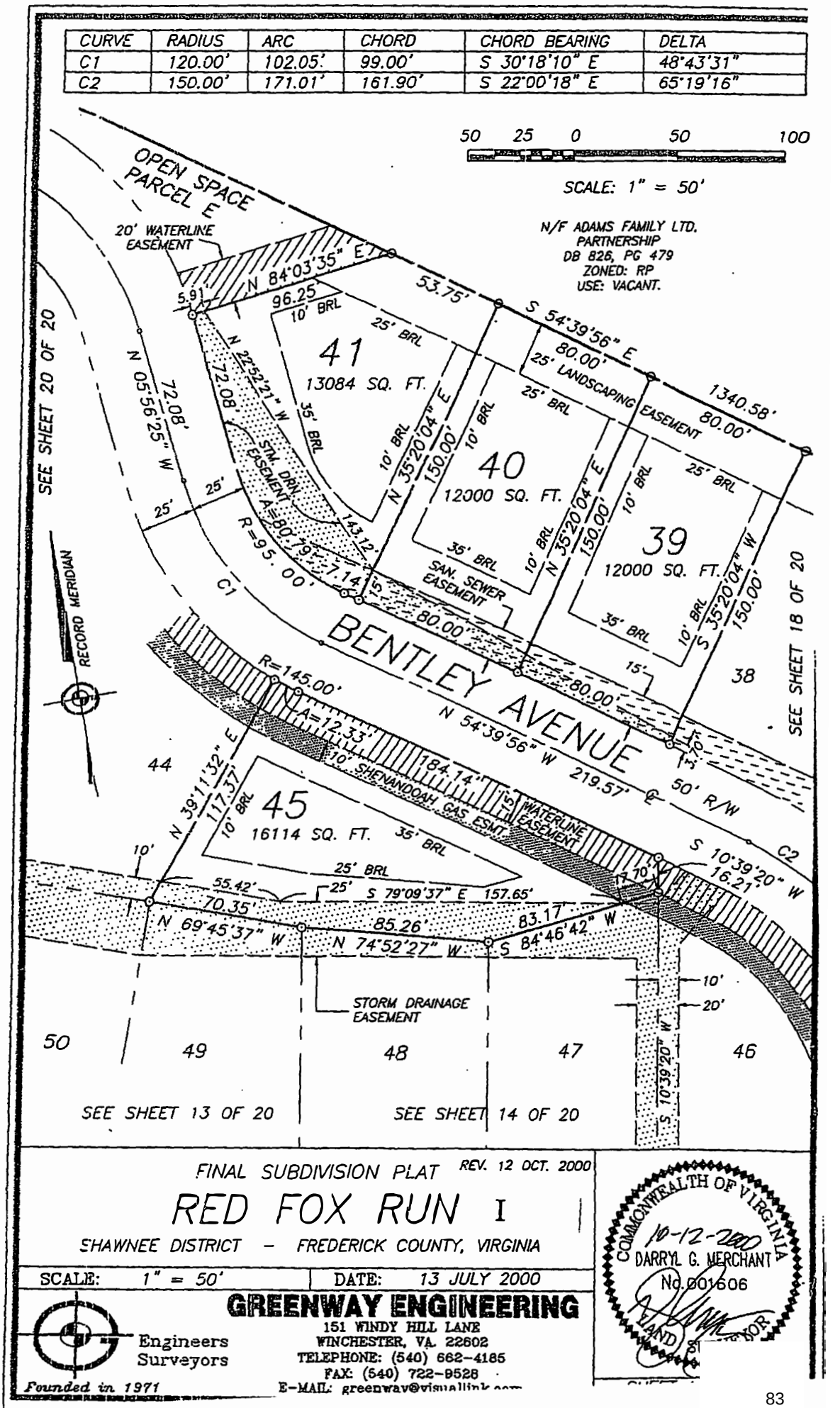
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151 WINDY HILL LANE
WINCHESTER, VA. 22602
TELEPHONE: (540) 662-4185
FAX: (540) 722-9526
E-MAIL: greenway@visuallink.com

SHEET 18 OF 20

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	120.00'	102.05'	99.00'	S 30°18'10" E	48°43'31"
C2	150.00'	171.01'	161.90'	S 22°00'18" E	65°19'16"



FINAL SUBDIVISION PLAT REV. 12 OCT. 2000

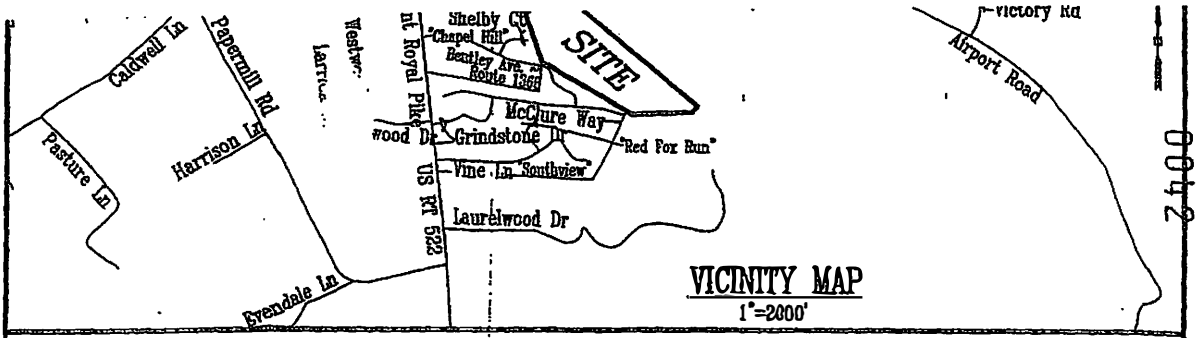
RED FOX RUN I

SHAWNEE DISTRICT – FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: 13 JULY 2000

COMMONWEALTH OF VIRGINIA
10-12-2000
DARRYL G. MERCHANT
NO. 001606
LAND SURVEYOR

GREENWAY ENGINEERING
Engineers Surveyors
Founded in 1971
151 WINDY HILL LANE
WINCHESTER, VA. 22602
TELEPHONE: (540) 662-4185
FAX: (540) 722-9528
E-MAIL: greenway@visuallink.com



VICINITY MAP
1"=2000'

APPROVED BY

VIRGINIA DEPARTMENT OF TRANSPORTATION _____ DATE 05/28/04

FREDERICK COUNTY SANITATION AUTHORITY John D. Whitacre DATE 6/10/04

FREDERICK COUNTY SUBDIVISION ADMINISTRATOR Patrick Daugherty. DATE 06/22/04

OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING SUBDIVISION OF THE LAND OF HEPLER CONSTRUCTION CO., INC., A VIRGINIA CORPORATION, AS APPEARS IN THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

BY: _____ Pres 6-1-04
ON BEHALF OF HEPLER CONSTRUCTION CO., INC. DATE

NOTARY PUBLIC

STATE OF Virginia

COUNTY OF Frederick

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF June, 2004 BY David M. Hepler ON BEHALF OF HEPLER CONSTRUCTION CO., INC.

Anita E. Markle
NOTARY PUBLIC

MY COMMISSION EXPIRES 7/31/04

ANITA E. MARKLE NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION IS THE SAME PROPERTY CONVEYED TO HEPLER CONSTRUCTION CO., INC, A VIRGINIA CORPORATION, FROM JENI COMPANY, A VIRGINIA CORPORATION, [TM 64-A-40] BY DEED DATED 11 MAY, 2004 AND THE PROPERTY DESIGNATED AS OPEN SPACE PARCEL E [TM 64D-8-1-41A] ON THE FINAL SUBDIVISION PLAT OF RED FOX RUN, SAID DEED AND PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FREDERICK COUNTY, VIRGINIA AS INSTRUMENT NUMBER 040008628 AND INSTRUMENT NUMBER 000011034, RESPECTIVELY.

PROPERTY IDENTIFICATION NO. 64-A-40, 64D-8-1-41A
EXISTING ZONING ~ RP
PROPOSED USE ~ SINGLE FAMILY RESIDENTIAL (DETACHED) - URBAN

FINAL SUBDIVISION PLAT
OF
RED FOX RUN II

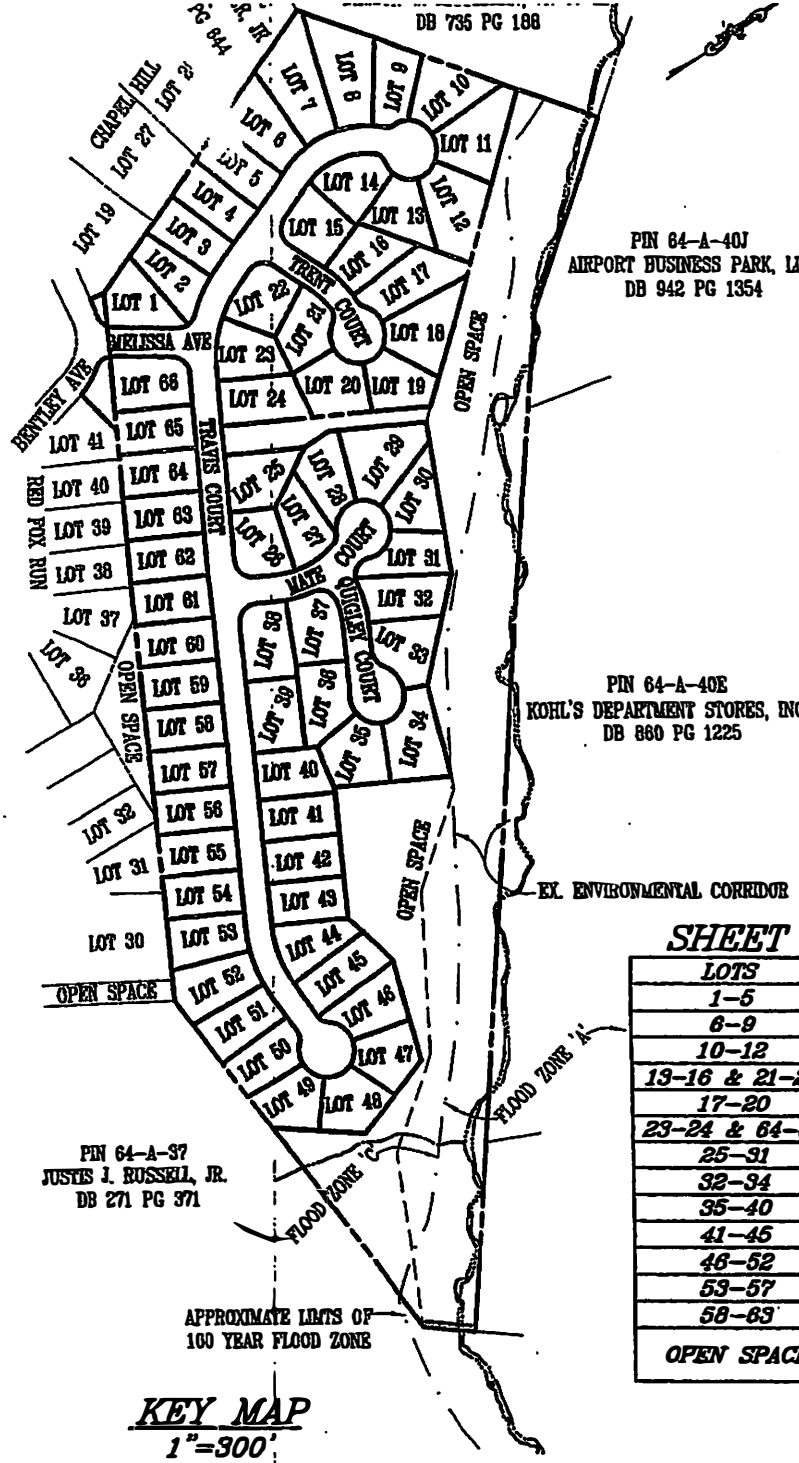
SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004

ID 4110

SHEET 1 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

MARSH & LEGGE
Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET
WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468
FAX (540) 667-0480



KEY MAP
1"=300'

SHEET INDEX

LOTS	SHEET No.
1-5	6
6-9	7
10-12	8
13-16 & 21-22	9
17-20	10
23-24 & 64-66	11
25-31	12
32-34	13
35-40	14
41-45	15
46-52	16
53-57	17
58-63	18
OPEN SPACE	5,6,10-16 & 19-22

FINAL SUBDIVISION PLAT
OF
RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=300'

GRAPHIC SCALE

300 0 150 300 600

1 inch = 300 ft.

ID 4110

SHEET 2 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

MARSH & LEGGE
Land Surveyors, P.L.C.
660 NORTH LOUDOUN STREET
WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468
FAX (540) 667-0469

0044

	PIN 64-A-40	PIN 64D-8-1-41A	TOTAL
AREA IN LOTS	20.2510 ACRES	-	20.2510 ACRES
AREA IN R/W	4.2553 ACRES	0.0251 ACRES	4.2804 ACRES
AREA IN OPEN SPACE	10.9068 ACRES	0.1331 ACRES	11.0419 ACRES
TOTAL AREA SUBDIVIDED	35.4151 ACRES	0.1582 ACRES	35.5733 ACRES

THE OWNER WILL PAY OR WILL CAUSE TO BE PAID TO THE TREASURER OF FREDERICK COUNTY THE SUM OF $5,645.50 PER LOT FOR IMPACTS TO SCHOOLS, FIRE AND RESCUE SERVICES, PARKS SERVICES AND OTHER MISCELLANEOUS SERVICES. THIS SUM WILL BE PAID UPON RECEIPT OF A BUILDING PERMIT FOR EACH LOT. THESE MONEYS ARE TO BE ALLOCATED AS FOLLOWS:

* FIRE AND RESCUE DEPARTMENT	$899.00
* SCHOOLS	$3,581.00
* PARKS AND RECREATION DEPARTMENT	$597.50
* PUBLIC LIBRARY	$210.00
* SHERIFF'S OFFICES	$117.00
* ADMINISTRATION BUILDING	$241.00

NUMBER OF LOTS	66
AVERAGE LOT SIZE	13,366 SQ FT
SMALLEST LOT SIZE	12,000 SQ FT

ZONING

EXISTING ZONE: RP
EXISTING USE: VACANT

MINIMUM SETBACK REQUIREMENTS

FRONT = 35'
REAR = 25'
SIDE = 10'

NOTES

1. IRON RODS ARE TO BE SET AT ALL PROPERTY CORNERS NOT PREVIOUSLY MONUMENTED.
2. 100 YEAR FLOOD PLAIN SHOWN AS DIGITIZED FROM FLOOD INSURANCE RATE MAP, COMMUNITY 510063, PANELS 0115 B AND 0200 B, AS PREPARED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND DATED JULY 17, 1978.
3. ALL LOTS ARE SUBJECT TO A 20' SLOPE & DRAINAGE EASEMENT ALONG ALL RIGHTS-OF-WAY AND A 10' UTILITY AND DRAINAGE EASEMENT ALONG ALL PROPERTY LINES.
4. THE EXISTING ENVIRONMENTAL CORRIDOR IS TO REMAIN UNDISTURBED AND SATISFY THE BUFFER REQUIREMENTS OF FREDERICK COUNTY ORDINANCE SECTION 165-37B(2).

IRF DENOTES IRON ROD FOUND

EASEMENT LEGEND

WATER

DRAINAGE

SANITARY SEWER

FINAL SUBDIVISION PLAT
OF
RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

ID 4110

SHEET 3 OF 22

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Land Surveyors, P.L.C.
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WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468
FAX (540) 667-0469

C1	180.00'	228.74'	132.73'	S 16°57'39" W	213.66'	72°46'38"
C2	250.00'	129.99'	66.50'	S 34°20'25" E	128.53'	29°47'31"
C3	250.00'	49.95'	25.06'	S 54°57'38" E	49.87'	11°26'55"
C4	250.00'	134.21'	68.76'	S 76°03'50" E	132.60'	30°45'29"
C5	700.00'	87.30'	43.71'	N 88°58'57" E	87.25'	07°08'45"
C6	180.00'	144.70'	76.61'	N 86°26'20" E	140.83'	46°03'31"
C7	200.00'	114.69'	58.94'	N 12°53'46" E	113.06'	32°50'17"
C8	200.00'	33.31'	16.69'	N 06°17'38" W	33.27'	09°32'31"
C9	180.00'	103.16'	53.04'	S 77°06'14" E	101.76'	32°50'17"
C10	35.00'	6.24'	3.13'	N 30°10'40" E	6.23'	10°12'42"
C11	35.00'	51.33'	31.53'	N 77°17'58" E	46.86'	84°01'53"
C12	275.00'	42.99'	21.54'	S 85°09'46" E	42.94'	08°57'22"
C13	275.00'	71.17'	35.78'	S 77°03'17" E	70.97'	14°49'38"
C14	275.00'	33.48'	16.76'	S 67°57'20" E	33.46'	06°58'29"
C15	25.00'	22.14'	11.85'	S 66°04'32" E	21.42'	50°44'05"
C16	54.00'	42.97'	22.34'	S 63°11'14" E	41.29'	44°57'29"
C17	54.00'	50.34'	27.17'	N 67°37'34" E	48.54'	53°24'55"
C18	54.00'	58.91'	32.77'	N 09°39'50" E	56.03'	62°30'32"
C19	54.00'	50.34'	27.17'	N 48°17'53" W	48.54'	53°24'55"
C20	54.00'	63.31'	35.86'	S 71°24'30" W	59.74'	67°10'19"
C21	25.00'	22.14'	11.85'	S 63°11'23" W	21.42'	50°44'05"
C22	225.00'	120.79'	61.89'	N 76°03'50" W	119.34'	30°45'29"
C23	35.00'	54.98'	35.00'	N 15°41'05" W	49.50'	90°00'00"
C24	225.00'	14.96'	7.48'	N 27°24'49" E	14.94'	03°48'23"
C25	225.00'	57.48'	28.90'	N 18°11'25" E	57.32'	14°38'13"
C26	35.00'	55.95'	35.98'	N 56°39'49" E	50.18'	91°35'01"
C27	155.00'	45.61'	22.97'	S 89°06'53" E	45.45'	16°51'34"
C28	35.00'	7.43'	3.73'	S 54°36'00" E	7.42'	12°10'10"
C29	54.00'	43.76'	23.17'	S 71°44'25" E	42.59'	46°27'00"
C30	54.00'	55.47'	30.48'	N 55°38'20" E	53.07'	58°51'30"
C31	54.00'	86.28'	55.48'	N 19°35'55" W	77.39'	91°33'01"
C32	54.00'	59.89'	33.45'	S 82°51'10" W	56.87'	63°32'49"
C33	35.00'	41.68'	23.71'	S 85°11'50" W	39.26'	68°14'09"
C34	205.00'	78.35'	39.62'	N 71°21'14" W	75.90'	21°20'16"
C35	35.00'	11.74'	5.92'	N 72°24'53" W	11.68'	19°12'57"
C36	35.00'	52.30'	32.42'	N 19°59'45" W	47.57'	85°37'20"
C37	54.00'	71.83'	42.35'	N 15°17'24" W	66.65'	76°12'38"
C38	54.00'	50.34'	27.17'	N 80°06'11" W	48.54'	53°24'55"
C39	54.00'	50.34'	27.17'	S 46°28'54" W	48.54'	53°24'55"
C40	54.00'	78.78'	48.28'	S 22°00'38" E	71.96'	83°34'09"
C41	25.00'	21.93'	11.79'	S 38°39'45" E	21.24'	50°15'54"
C42	175.00'	90.35'	46.20'	S 01°15'37" W	89.35'	29°34'48"
C43	175.00'	40.52'	20.35'	S 22°40'58" W	40.43'	13°15'54"
C44	35.00'	54.98'	35.00'	S 74°18'55" W	49.50'	90°00'00"
C45	223.00'	97.57'	49.58'	N 48°08'59" W	96.80'	25°04'12"
C46	223.00'	62.94'	31.68'	N 27°31'47" W	62.73'	16°10'13"
C47	35.00'	54.25'	34.28'	N 24°57'42" E	48.98'	88°48'43"
C48	725.00'	65.15'	32.60'	N 66°47'35" E	65.13'	05°08'56"
C49	725.00'	10.24'	5.12'	N 63°48'51" E	10.24'	00°48'33"
C50	155.00'	62.20'	31.53'	N 74°54'24" E	61.79'	22°59'39"
C51	25.00'	27.58'	15.38'	S 61°59'35" E	26.20'	63°12'23"
C52	54.00'	51.84'	28.11'	S 57°53'28" E	49.87'	55°00'08"

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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004

COMMONWEALTH OF VIRGINIA
P. Duane Brown
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

ID 4110

SHEET 4 OF 22

MARSH & LEGGE
Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET
WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468
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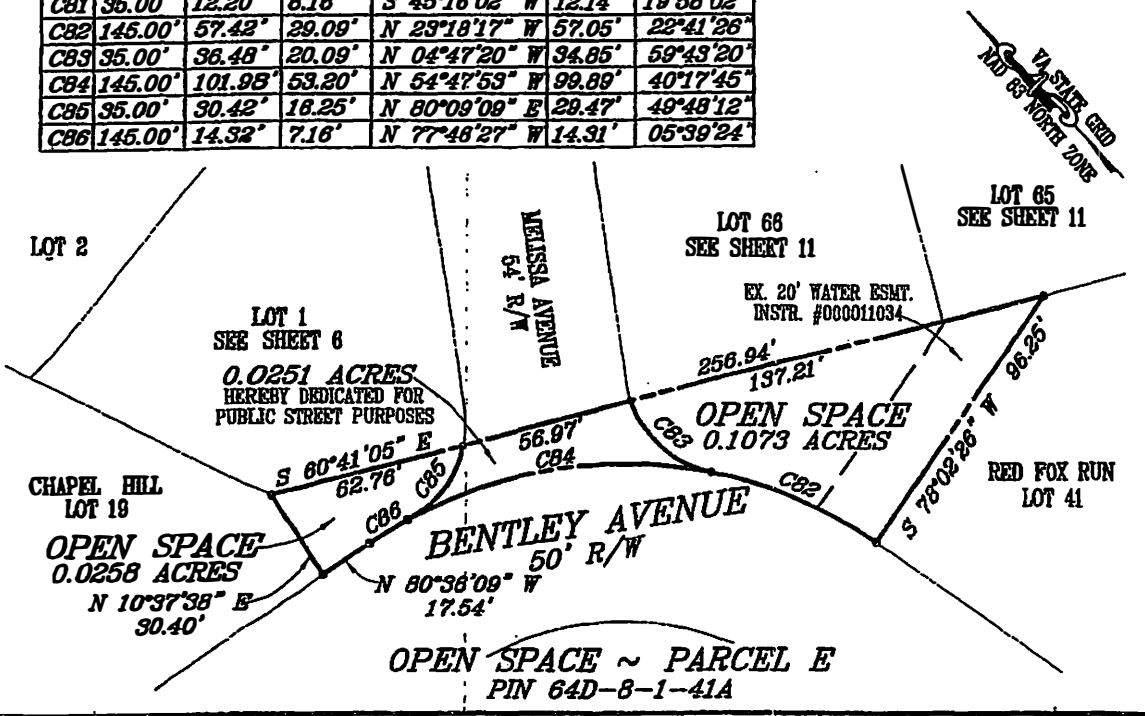
0046

CURVE TABLE (continued)

No	RADIUS	ARC	TAN	BEARING	CHORD	DELTA
C53	54.00'	66.52'	38.22'	N 59°19'04" E	62.39'	70°34'49"
C54	54.00'	50.34'	27.17'	N 02°40'46" W	48.54'	53°24'55"
C55	54.00'	50.34'	27.17'	N 56°05'43" W	48.54'	53°24'55"
C56	54.00'	44.90'	23.84'	S 73°22'41" W	43.62'	47°38'17"
C57	25.00'	18.60'	9.75'	S 70°52'09" W	18.17'	42°37'14"
C58	205.00'	13.59'	6.80'	N 89°43'12" W	13.59'	03°47'57"
C59	205.00'	74.56'	37.70'	S 77°57'38" W	74.15'	20°50'22"
C80	205.00'	14.78'	7.39'	S 65°28'31" W	14.78'	04°07'52"
C81	675.00'	89.67'	34.87'	S 66°22'00" W	69.64'	05°54'51"
C62	35.00'	55.73'	35.76'	N 65°03'37" W	50.03'	91°13'54"
C63	155.00'	15.75'	7.88'	N 16°32'00" W	15.74'	05°49'21"
C64	155.00'	144.13'	77.75'	N 13°00'59" E	138.99'	53°16'36"
C65	25.00'	28.57'	14.69'	N 70°05'46" E	25.33'	60°52'58"
C66	54.00'	28.01'	13.26'	N 86°44'11" E	25.76'	27°36'07"
C67	54.00'	51.17'	27.69'	N 45°47'21" E	49.28'	54°17'33"
C68	54.00'	50.45'	27.23'	N 08°07'09" W	48.63'	53°31'28"
C69	54.00'	50.29'	27.14'	N 61°33'48" W	48.50'	53°21'50"
C70	54.00'	57.19'	31.60'	S 61°24'59" W	54.55'	60°40'35"
C71	54.00'	29.31'	15.02'	S 15°31'49" W	28.95'	31°05'46"
C72	25.00'	19.33'	10.18'	S 22°08'08" W	18.85'	44°18'24"
C73	205.00'	25.81'	12.92'	S 40°40'56" W	25.79'	07°12'49"
C74	205.00'	68.85'	34.65'	S 27°28'53" W	68.33'	19°11'17"
C75	205.00'	68.65'	34.65'	S 08°17'36" W	68.33'	19°11'17"
C76	205.00'	64.92'	32.73'	S 10°22'21" E	64.65'	18°08'37"
C77	277.00'	13.45'	6.73'	S 20°50'09" E	13.45'	02°46'59"
C78	277.00'	79.83'	40.19'	S 30°29'01" E	79.58'	16°30'46"
C79	35.00'	22.61'	11.71'	S 20°14'09" E	22.22'	37°00'43"
C80	35.00'	22.61'	11.71'	S 16°46'40" W	22.22'	37°00'43"
C81	35.00'	12.20'	6.16'	S 45°16'02" W	12.14'	19°58'02"
C82	145.00'	57.42'	29.09'	N 23°18'17" W	57.05'	22°41'26"
C83	35.00'	36.48'	20.09'	N 04°47'20" W	34.85'	59°43'20"
C84	145.00'	101.98'	53.20'	N 54°47'53" W	99.89'	40°17'45"
C85	35.00'	30.42'	16.25'	N 80°09'09" E	29.47'	49°48'12"
C86	145.00'	14.32'	7.16'	N 77°46'27" W	14.31'	05°39'24"

LINE TABLE

No	BEARING	DIST
L1	S 53°21'58" W	27.12'
L2	N 70°33'20" E	46.24'
L3	N 86°28'38" E	18.80'
L4	N 29°18'55" E	27.00'
L5	S 19°26'40" E	4.37'
L6	S 82°53'42" E	23.54'
L7	N 60°36'44" E	6.70'
L8	S 29°23'16" E	20.00'
L9	S 60°36'44" W	20.93'
L10	N 82°21'30" W	20.87'
L11	S 18°22'05" E	12.12'
L12	N 18°22'05" W	23.20'
L13	S 27°10'49" W	5.38'
L14	N 77°10'54" W	10.47'
L15	N 77°10'54" W	16.35'
L16	S 10°02'31" E	27.73'
L17	S 10°02'31" E	40.53'



FINAL SUBDIVISION PLAT
OF
RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

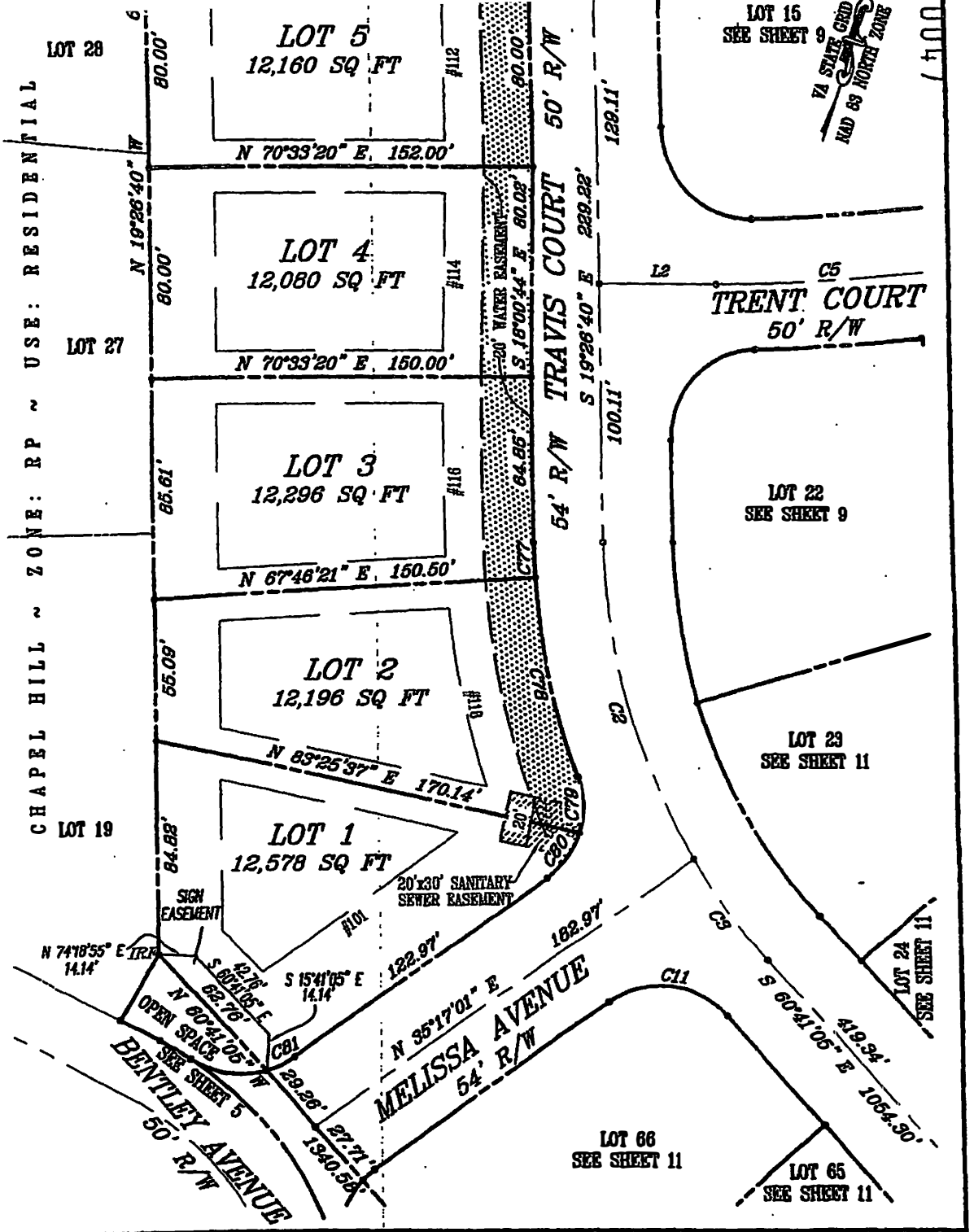
1 inch = 50 ft.

ID 4116

SHEET 5 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

MARSH & LEGGE
Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET
WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468
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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

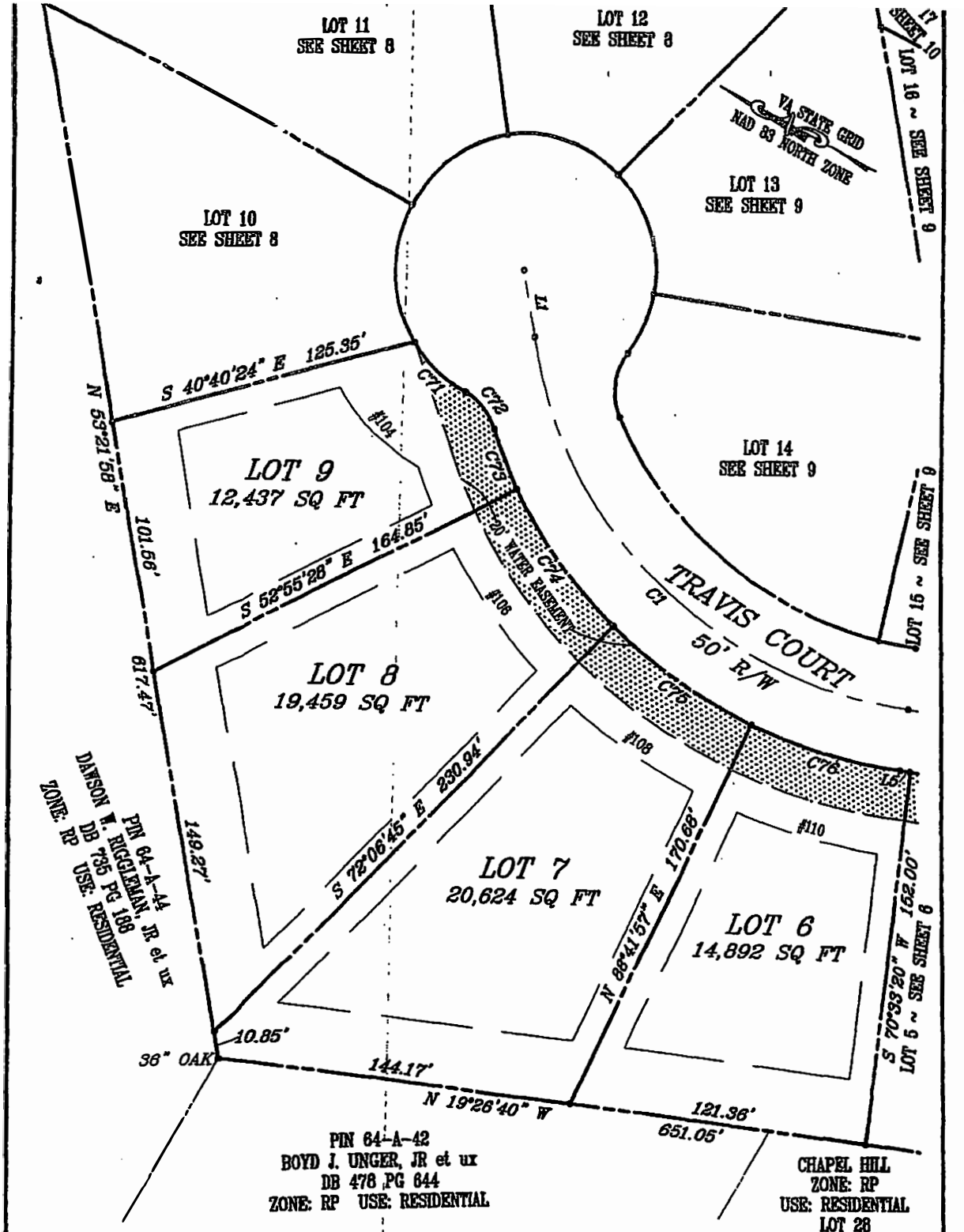
1 Inch = 50 ft.

ID 4110

SHEET 6 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

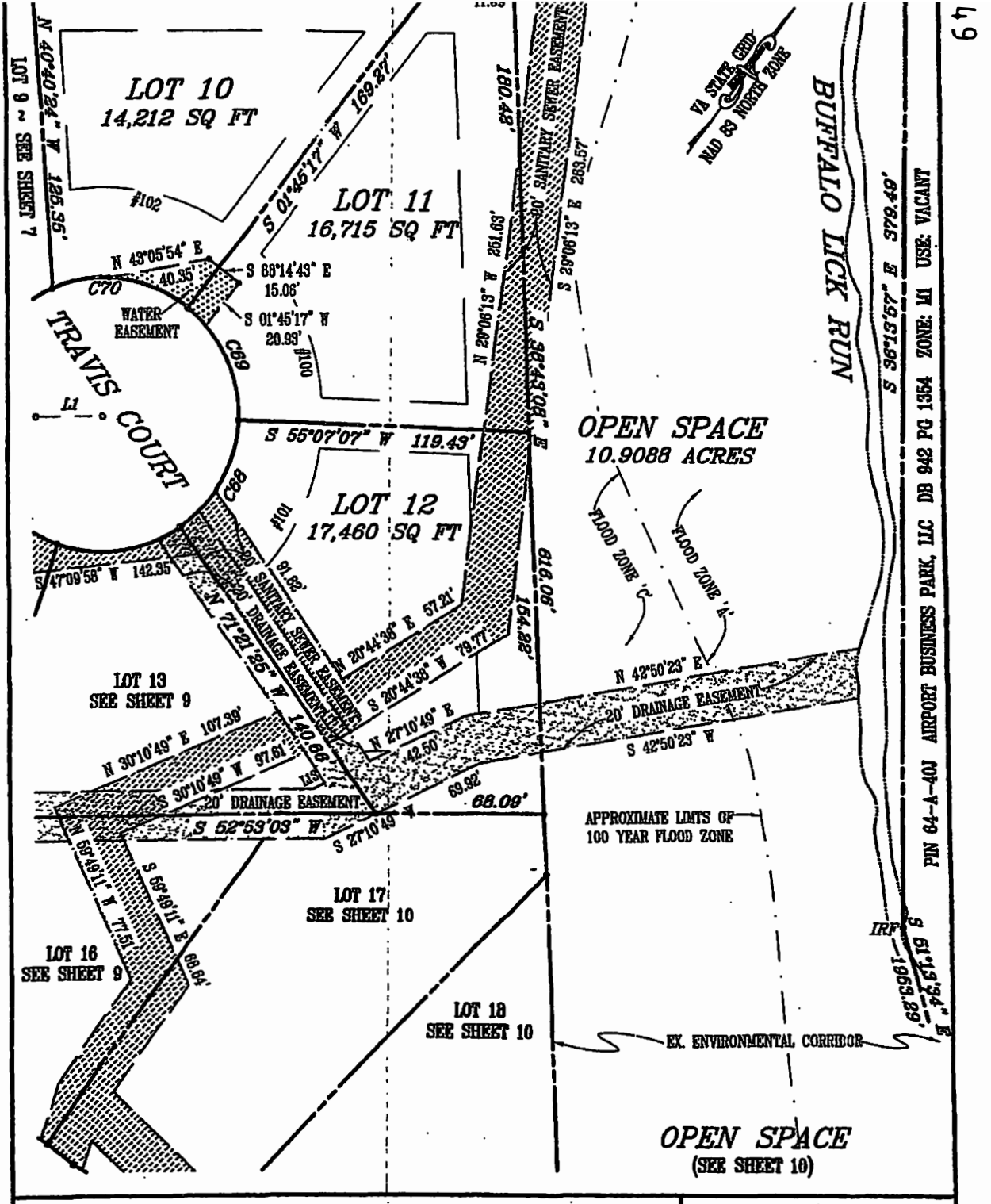
1 inch = 50 ft.

ID 4110

SHEET 7 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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FINAL SUBDIVISION PLAT OF RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

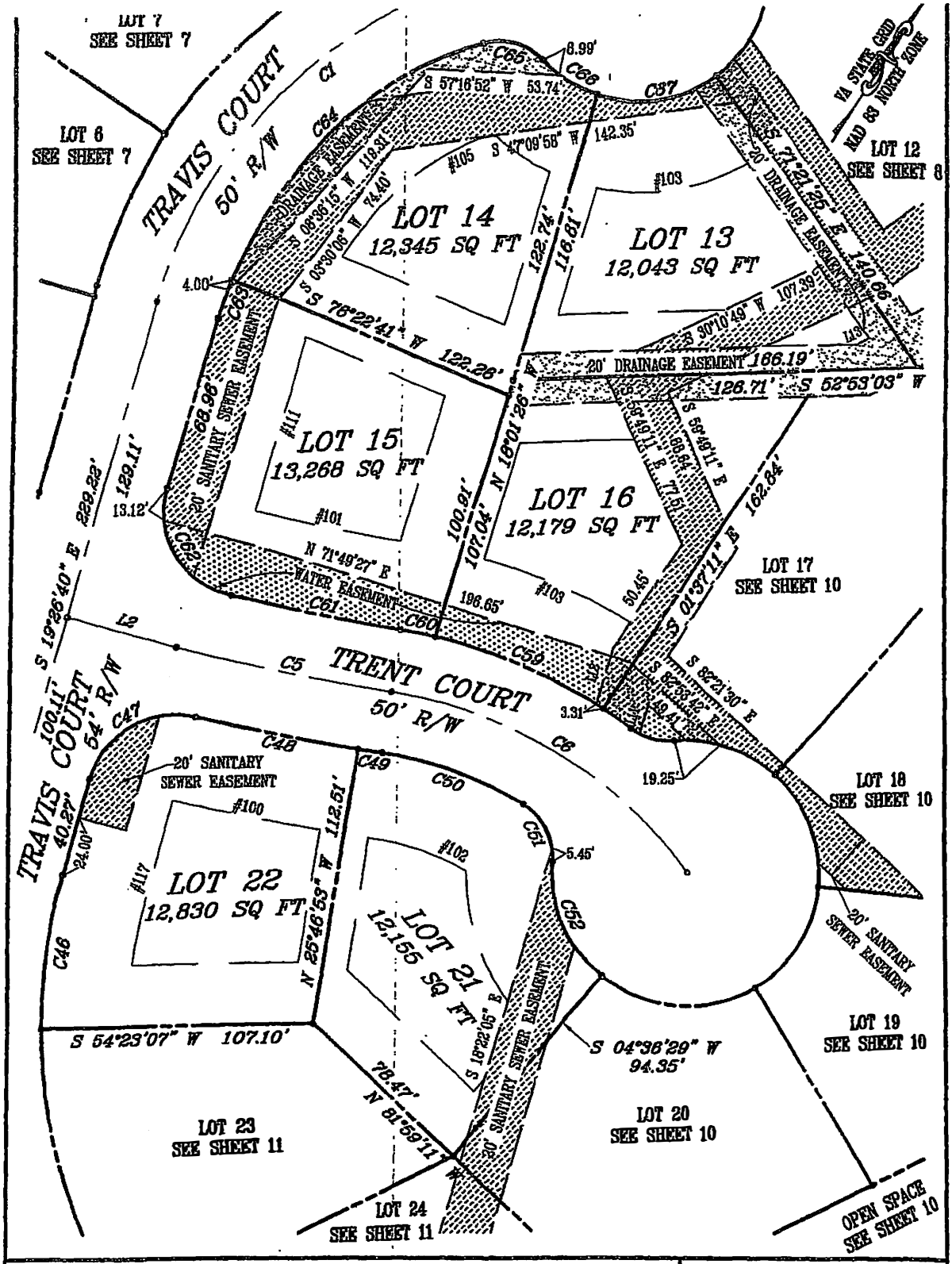
1 inch = 50 ft.

ID 4110

SHEET 8 OF 22

COMMONWEALTH OF VIRGINIA
F. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

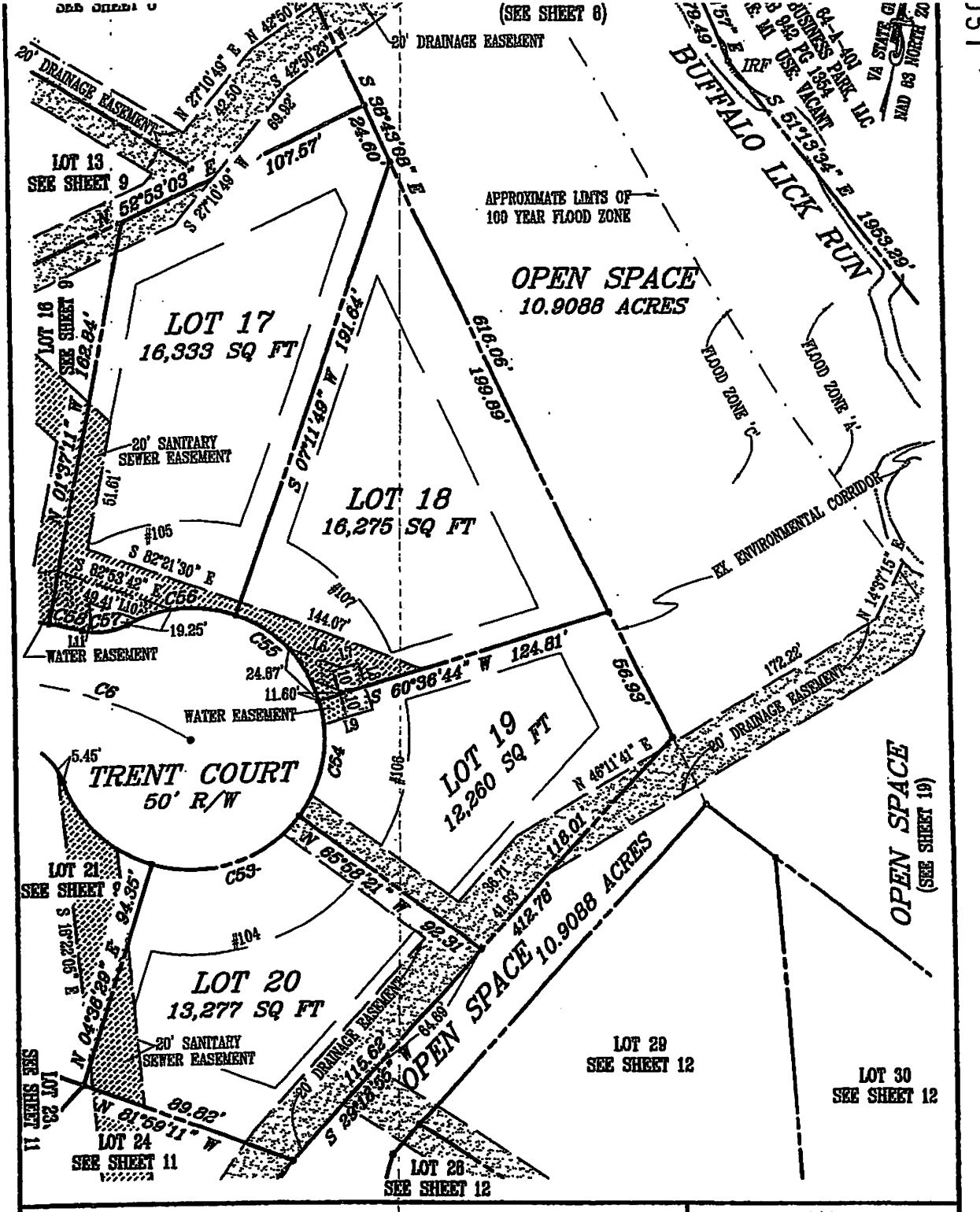
1 inch = 50 ft.

ID 4110

SHEET 9 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

MARSH & LEGGE
Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET
WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468
FAX (540) 667-0469



FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

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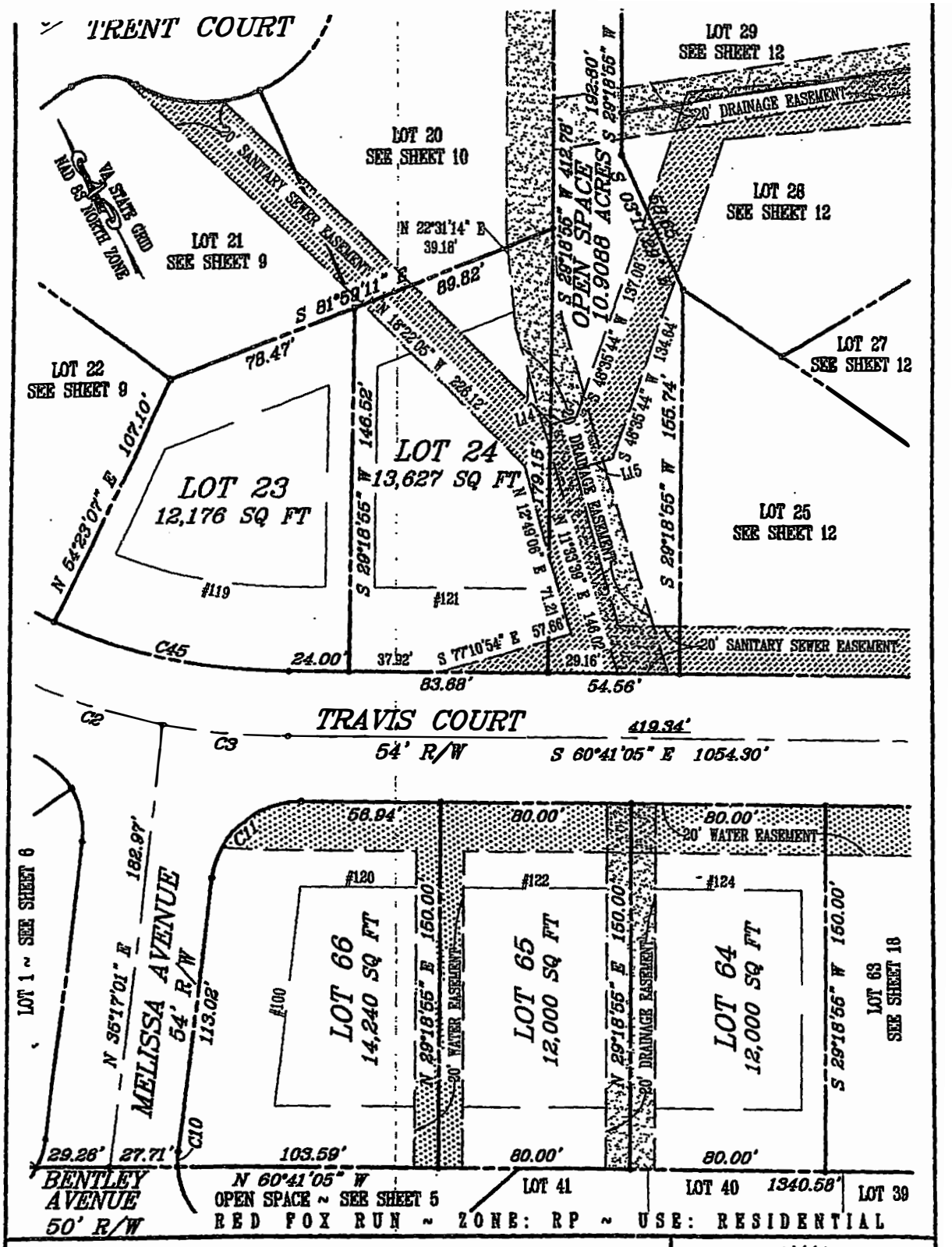
1 inch = 50 ft.

ID 4110

SHEET 10 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

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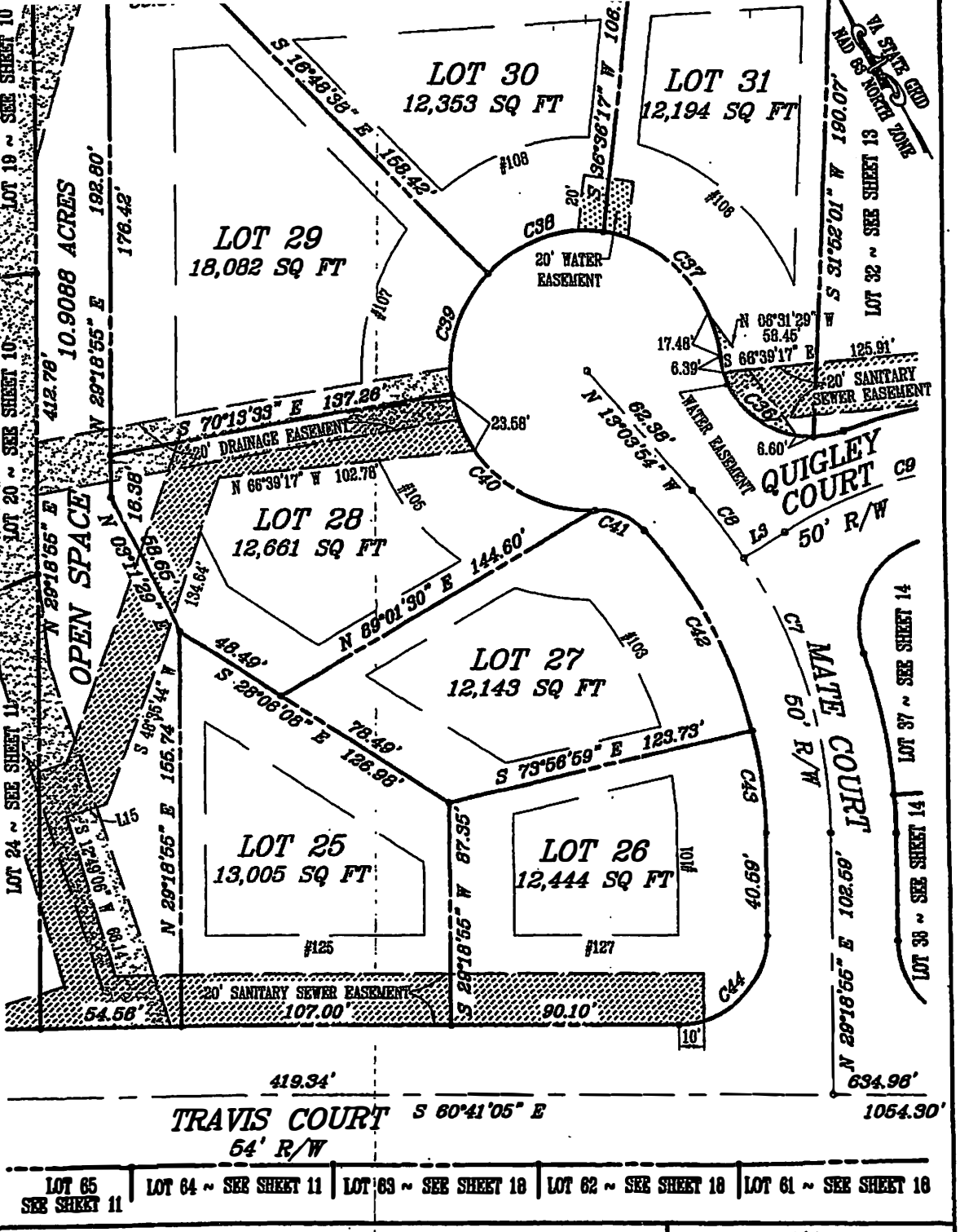
1 inch = 50 ft.

ID 4110

SHEET 11 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=60'

GRAPHIC SCALE

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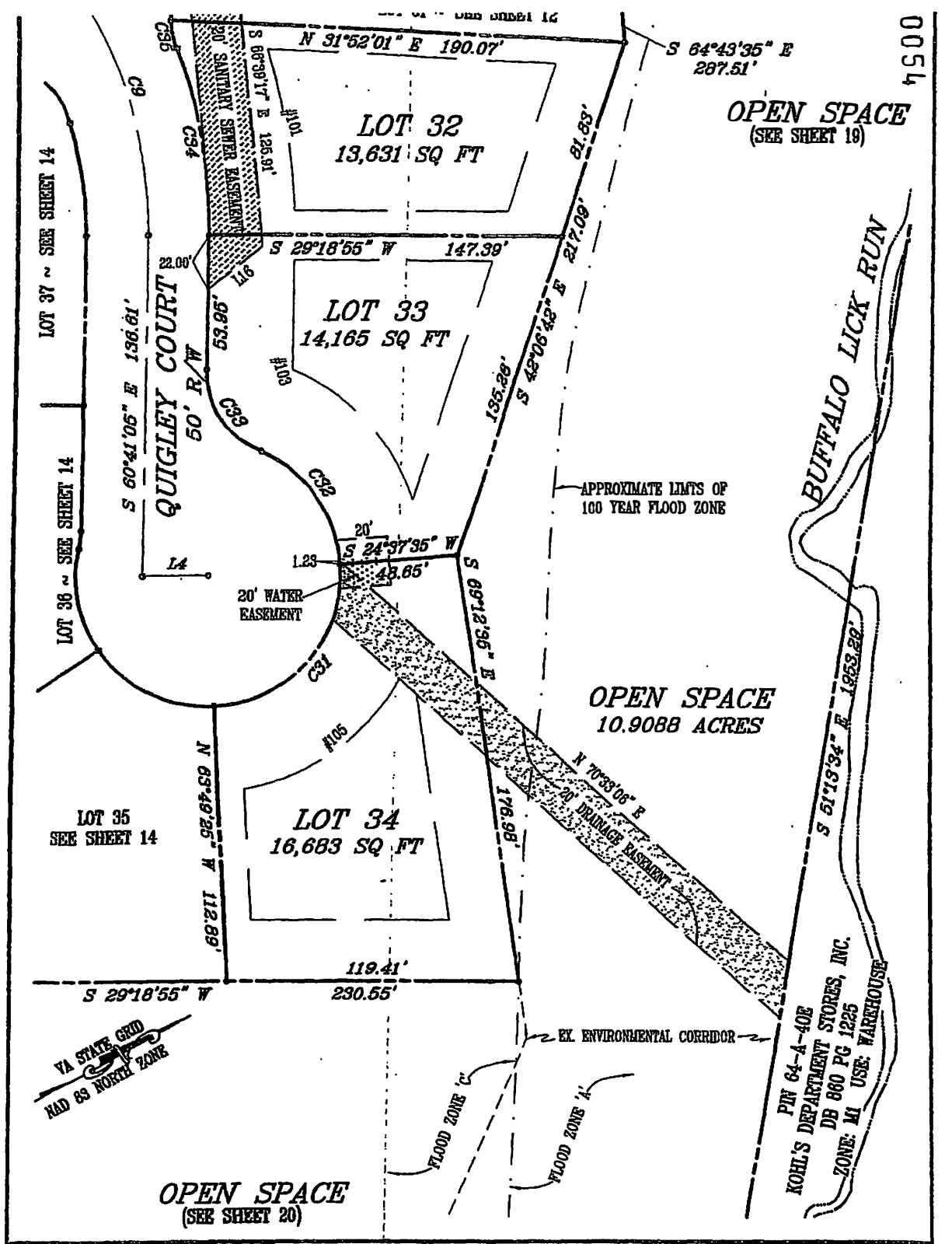
1 inch = 50 ft.

ID 4110

SHEET 12 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

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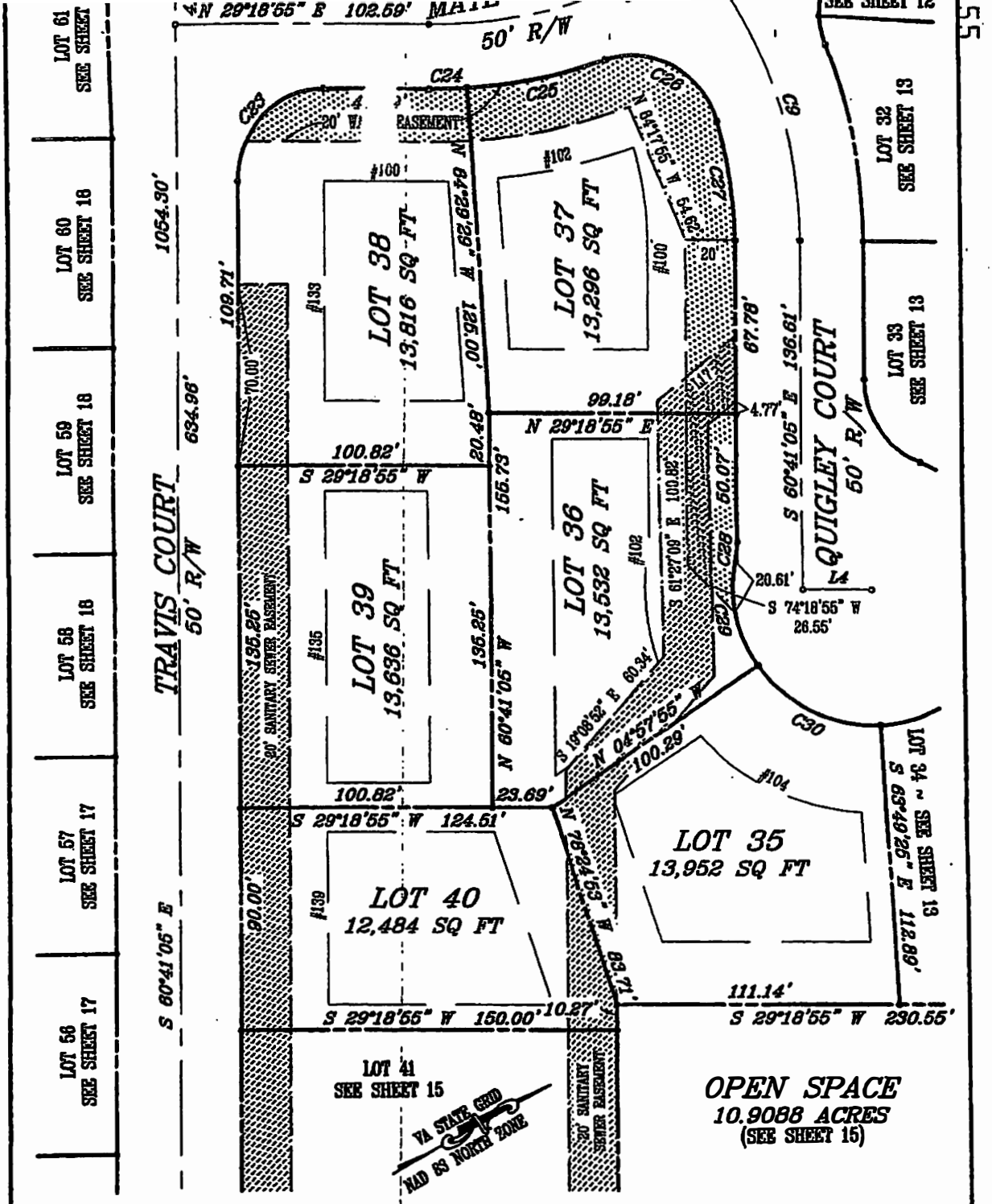
1 inch = 50. ft.

ID 4110

SHEET 13 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
P. Duane Brown
No. 001285
May 27, 2004
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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

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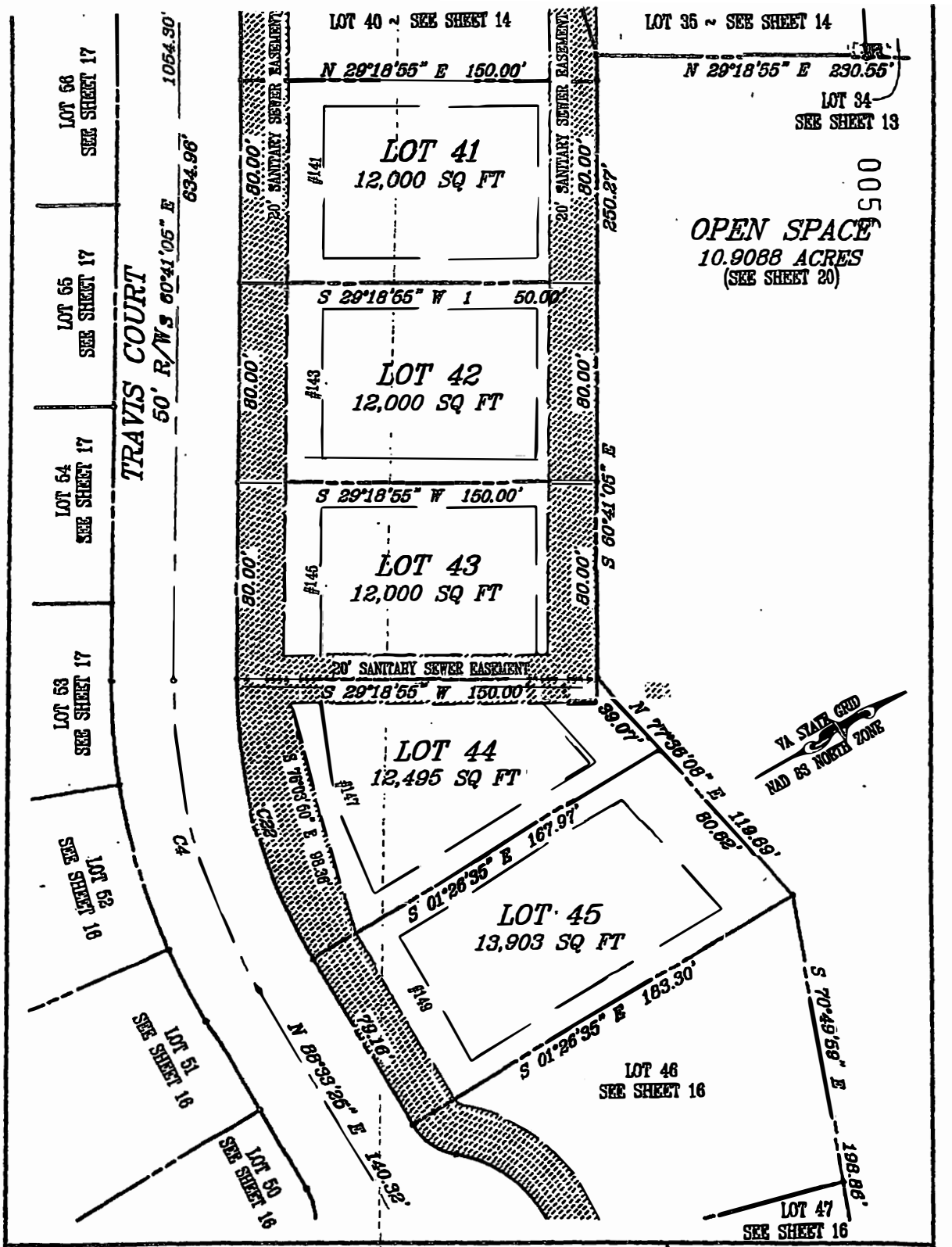
1 inch = 50 ft.

ID 4110

SHEET 14 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

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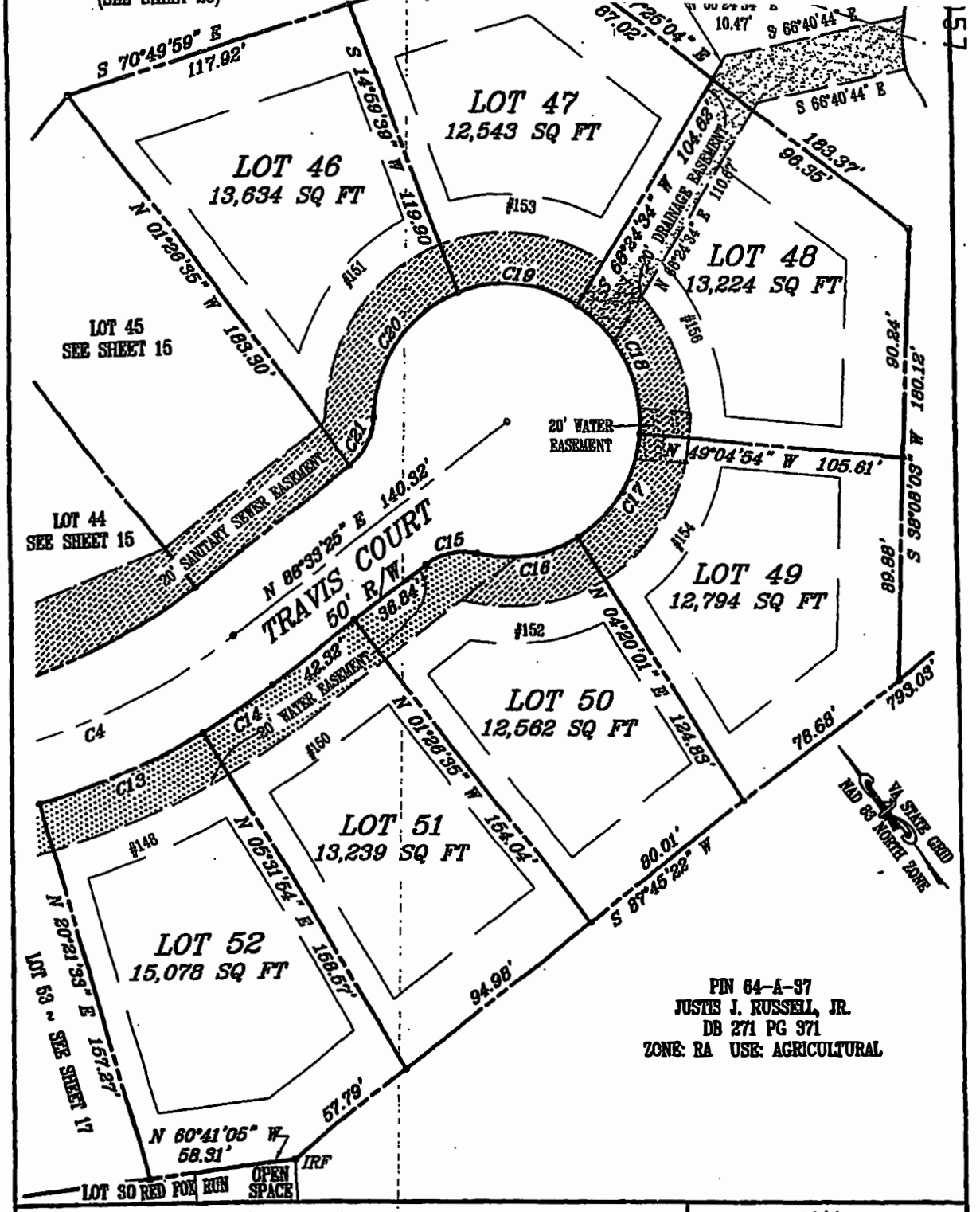
1 inch = 50 ft.

ID 4110

SHEET 15 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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560 NORTH LOUDOUN STREET
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PHONE (540) 667-0468



PIN 64-A-37
JUSTIS J. RUSSELL, JR.
DB 271 PG 371
ZONE: RA USE: AGRICULTURAL

FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

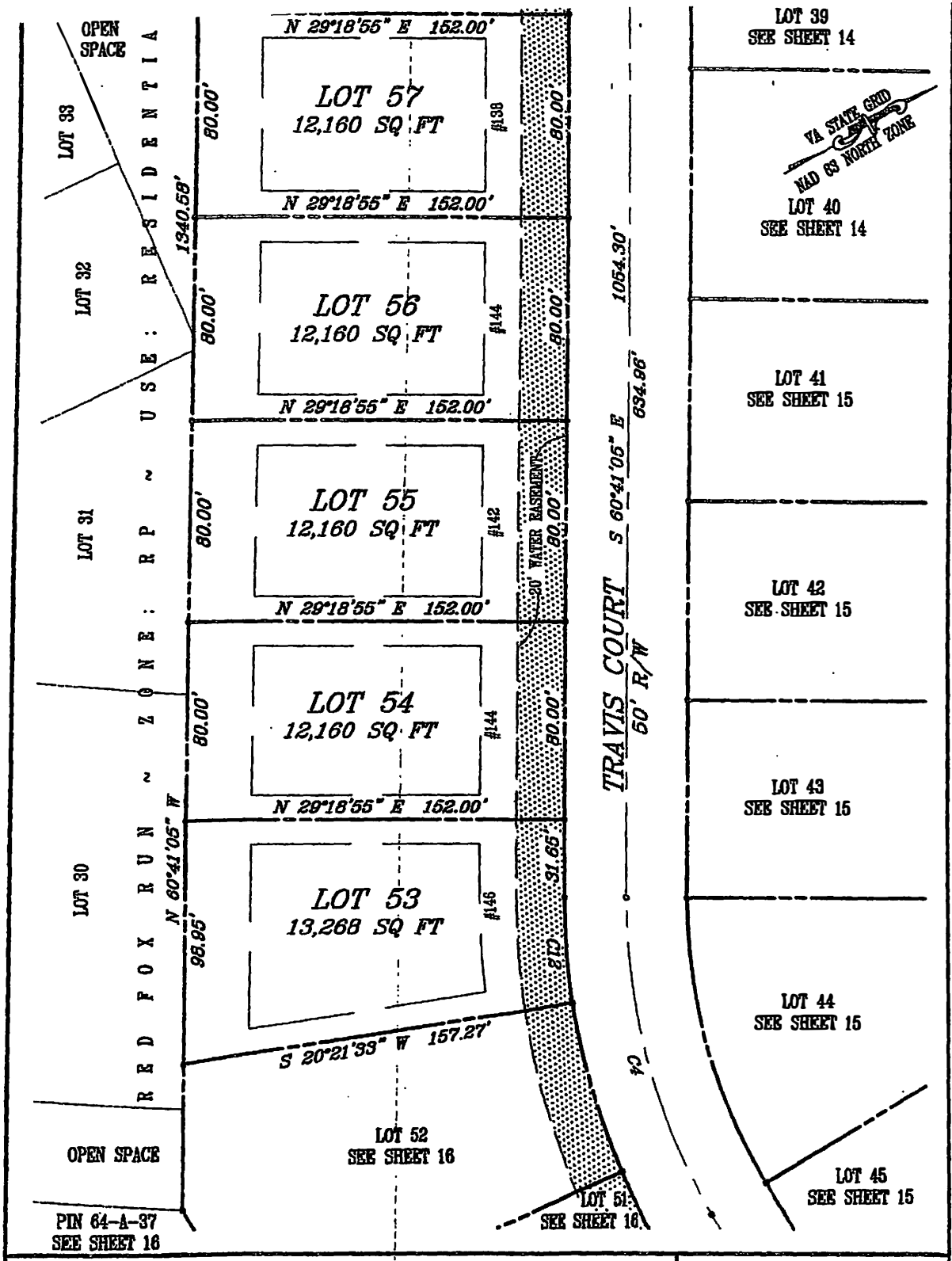
1 inch = 50 ft.

ID 4110

SHEET 16 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0466
FAX (540) 667-0469



FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

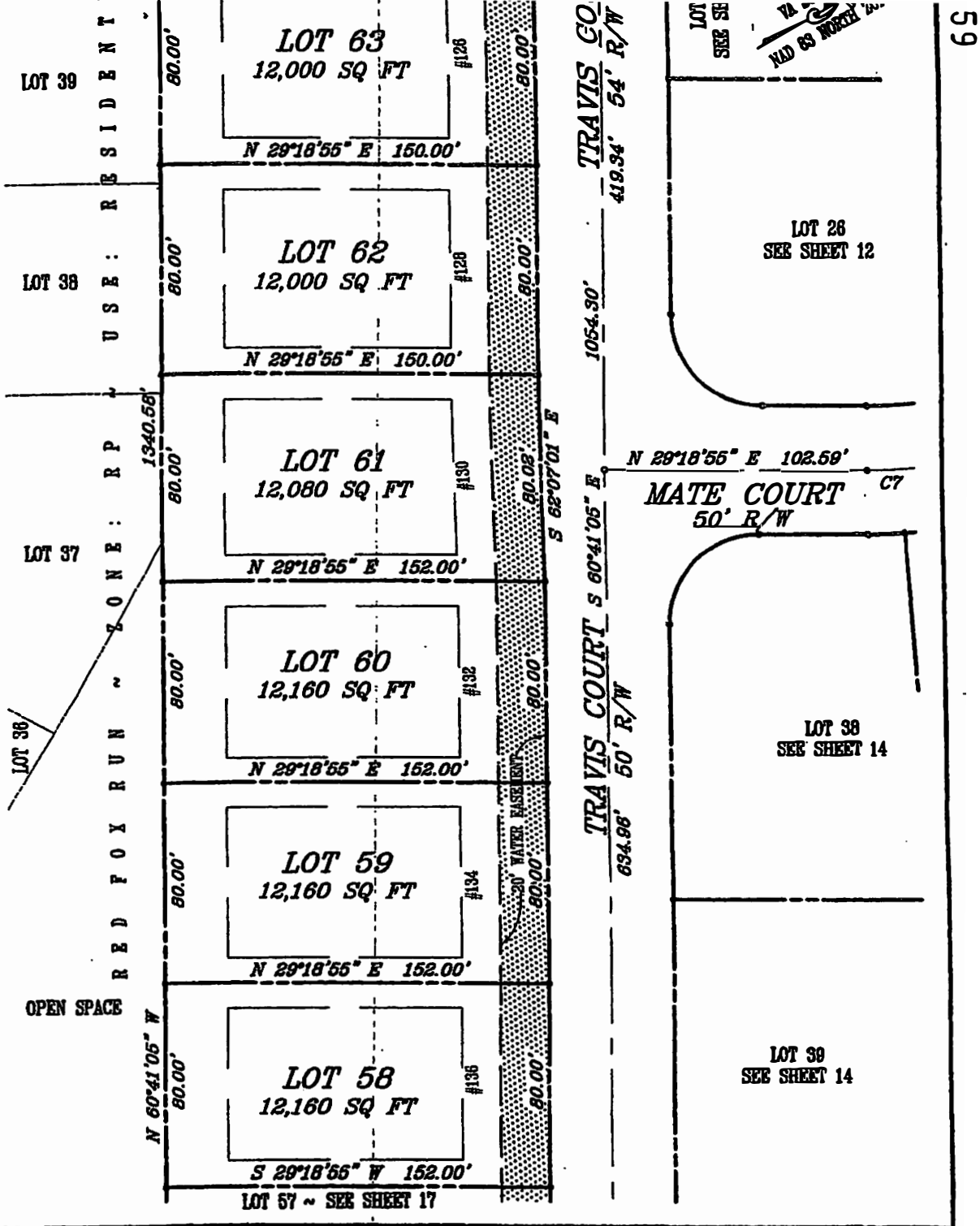
1 inch = 50 ft.

ID 4110

SHEET 17 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

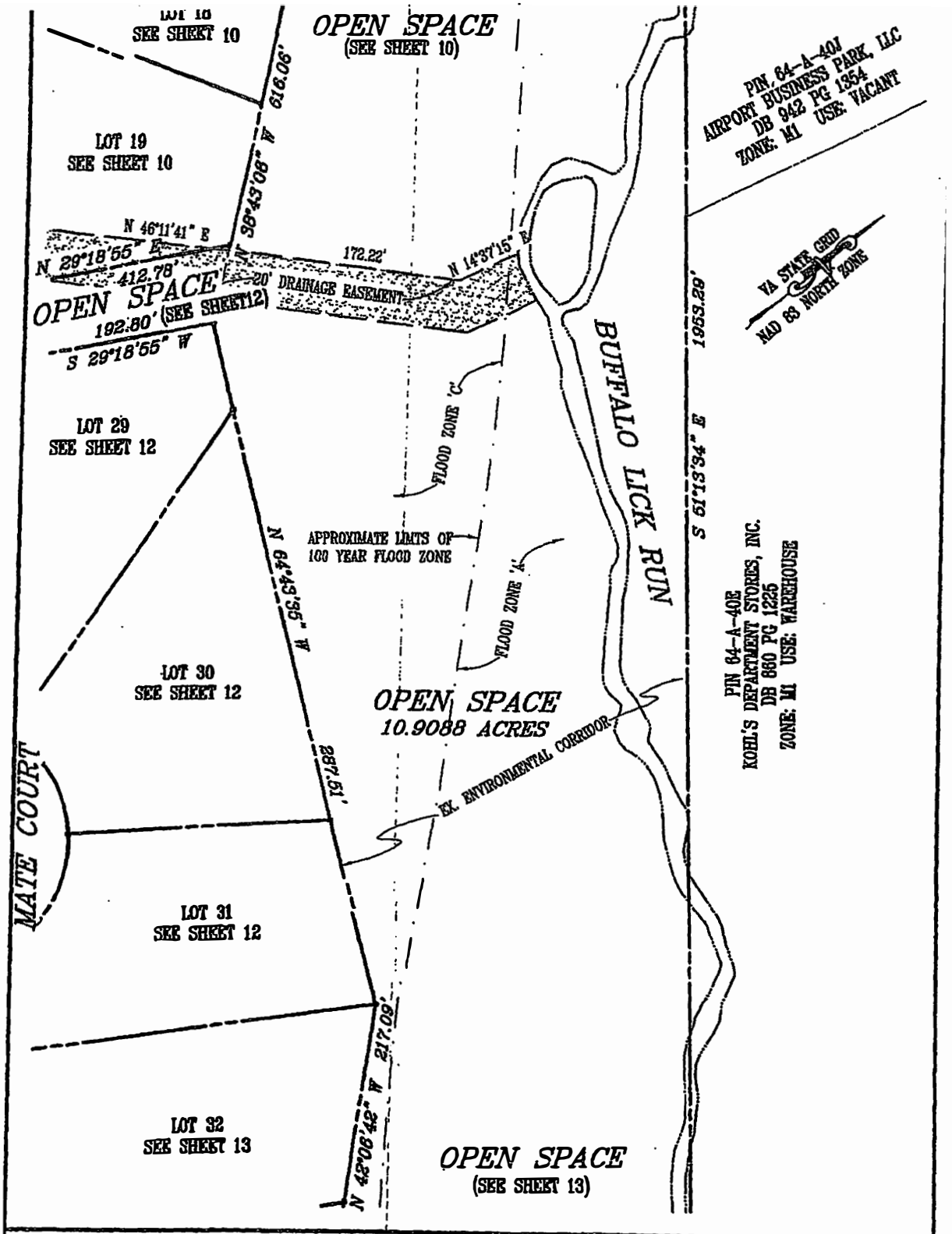
1 inch = 50 ft.

ID 4110

SHEET 18 OF 22

COMMONWEALTH OF VIRGINIA
F. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

MARSH & LEGGE
Land Surveyors, P.L.C.
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WINCHESTER, VIRGINIA 22601
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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

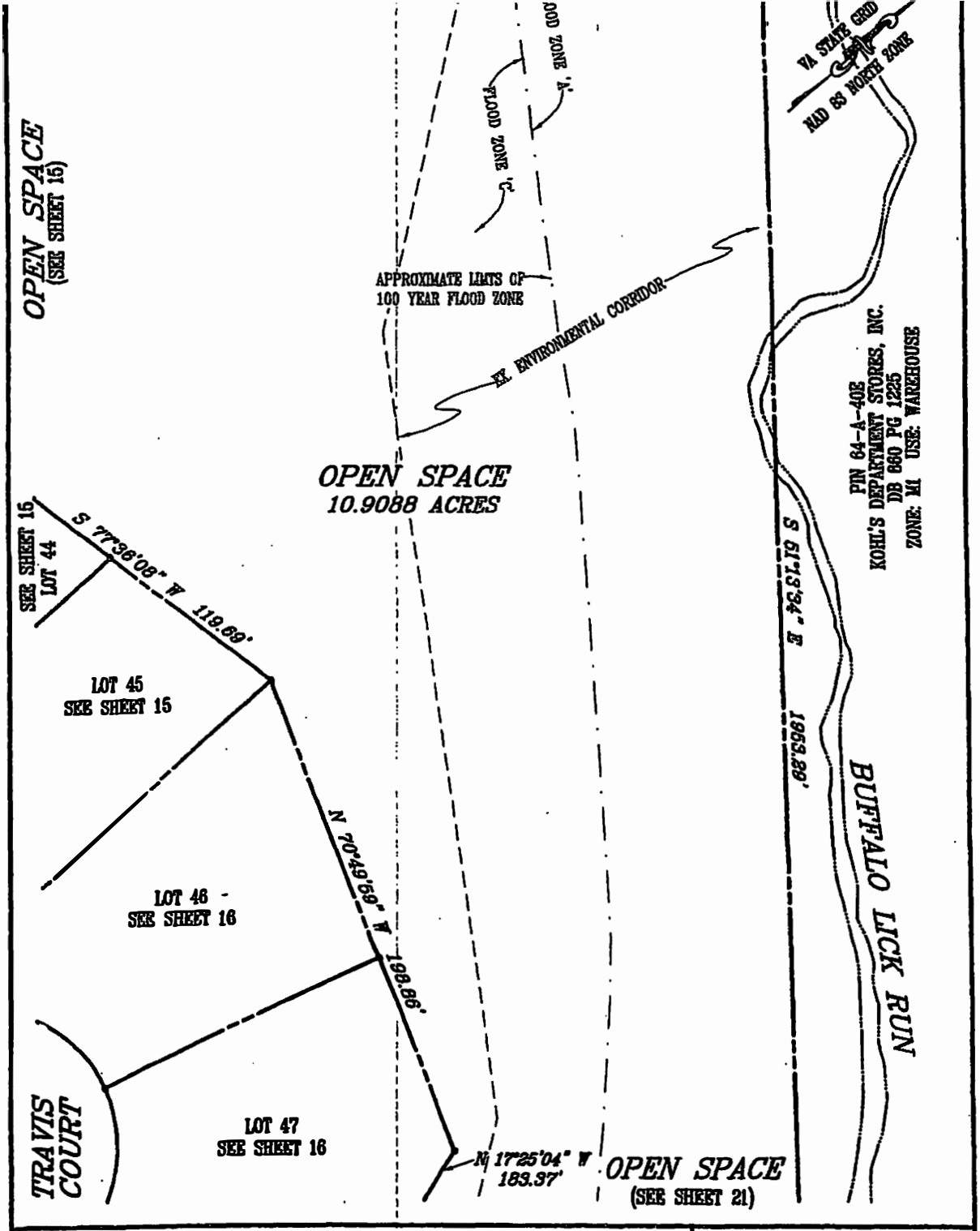
1 inch = 50 ft.

ID 4110

SHEET 19 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 100

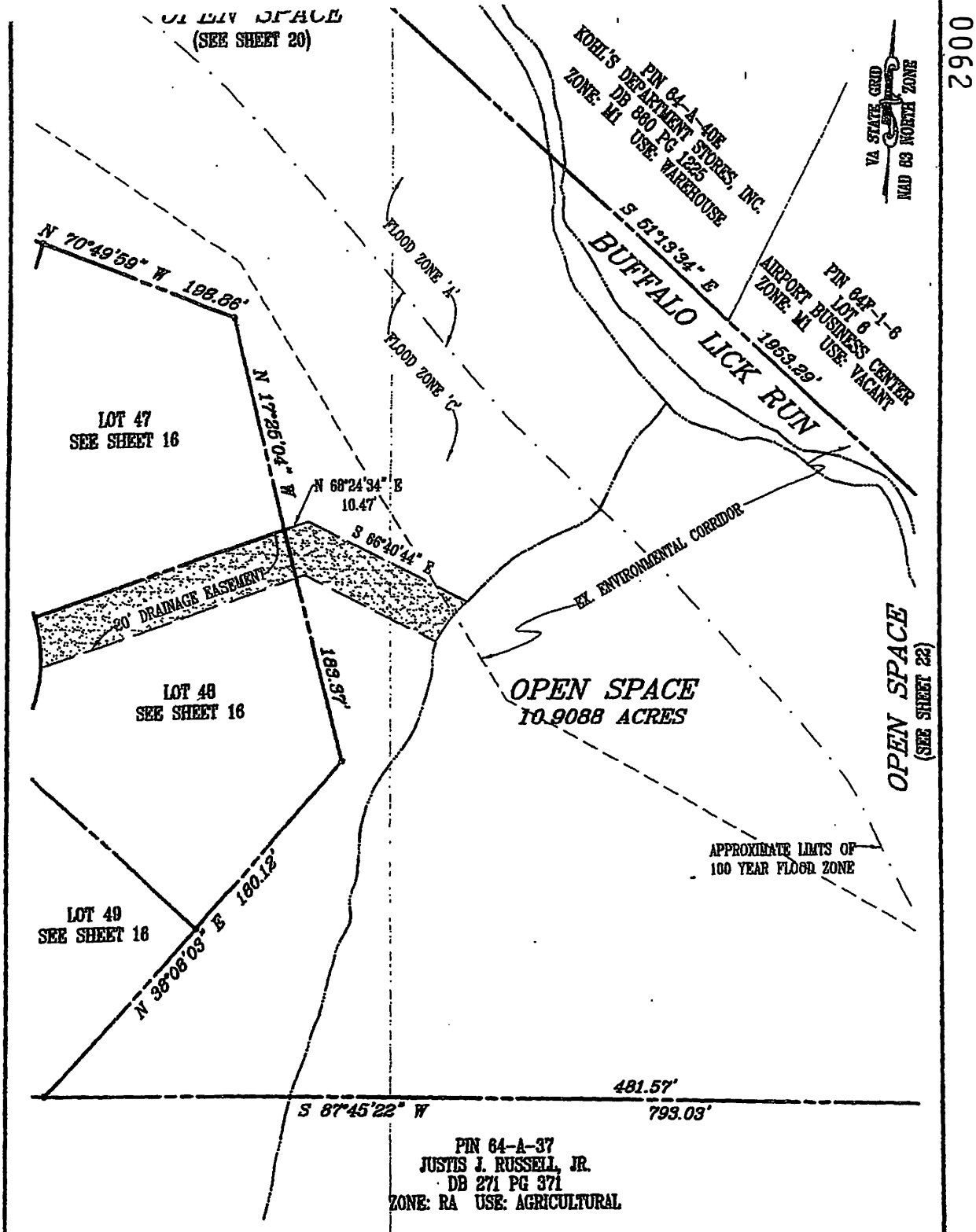
1 inch = 50 ft.

ID 4110

SHEET 20 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
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FINAL SUBDIVISION PLAT
OF

RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

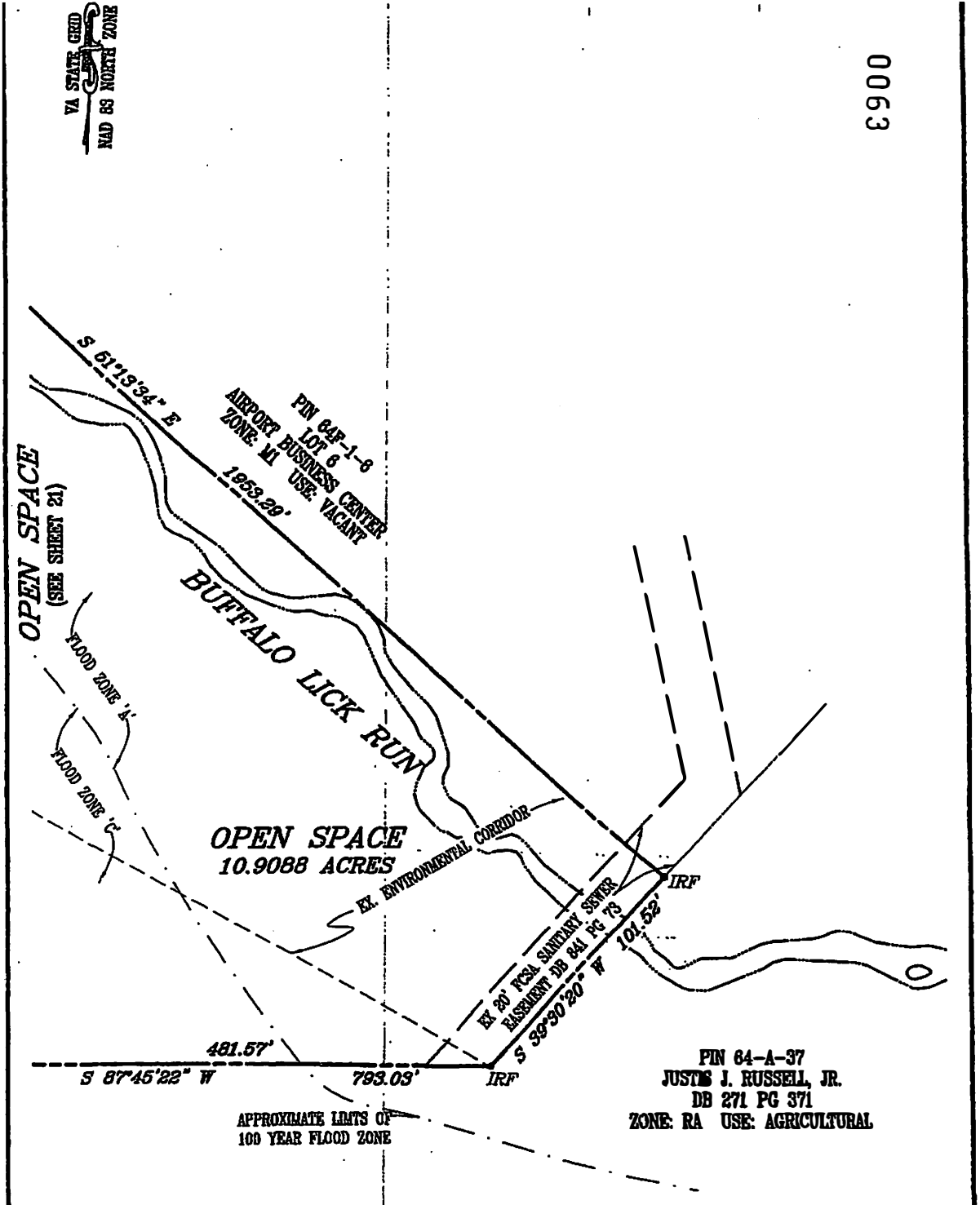
1 inch = 50 ft.

ID 4110

SHEET 21 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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FINAL SUBDIVISION PLAT
OF
RED FOX RUN II

SHAWNEE MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA
DATE: MAY 27, 2004 SCALE: 1"=50'

GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.

ID 4110

SHEET 22 OF 22

COMMONWEALTH OF VIRGINIA
P. Duane Brown
No. 001285
May 27, 2004
LAND SURVEYOR

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