



Tax Map No.: 124E-(A)-A (portion)

**AMENDED SUPPLEMENTAL DECLARATION
OF PROTECTIVE COVENANTS
BRENTWOOD HOMES SUBDIVISION, PHASE 3**

THIS AMENDED SUPPLEMENTAL DECLARATION is made this 16th day of February, 2021, by **BRENTWOOD II, LLC**, a Virginia limited liability company ("Declarant"), as grantor, **DENNIS L. SNYDER** and/or **GARTH KUNKLE**, (singularly and collectively, the "Trustee") (index as grantor) and **SUMMIT COMMUNITY BANK**, a Virginia banking corporation, ("Noteholder"), also index as grantor.

PREAMBLE:

- A. By Assignment of Declarant Rights dated September 14, 2020, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia (the "Clerk's Office"), in Deed Book 5298, page 439, Brentwood, L.L.C. transferred and assigned to Brentwood II, LLC, the Declarant herein, the rights of "Declarant" pursuant to the Declaration of Protective Covenants, which is recorded in the Clerk's Office in Deed Book 2267, page 53, as supplemented by Supplemental Declaration of Protective Covenants, Phase 1A, recorded in the Clerk's Office in Deed Book 2875, page 713, Supplemental Declaration of Protective Covenants, Phase 2, recorded in Deed Book 3016, page 598, and Supplemental Declaration of Protective Covenants, Phase 3, recorded in Deed Book 5324, page 241 (the "Phase 3 Declaration") (collectively, the "Declaration").
- B. Declarant is the owner of 3.429 acres, more or less, located in Ashby District, Rockingham County, Virginia (the "Phase 3 Property"), being more particularly shown and described as **Lots 35, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69**, on a subdivision plat entitled "**Brentwood Homes**

Subdivision, Phase 3,” dated August 6, 2020, made by Hal T. Benner, L.S., (the “Plat”), which Plat and Owner’s Consent and Dedication is recorded in the Clerk’s Office in Deed Book 5324, page 233, and re-recorded in the Clerk’s Office just prior hereto to correct the signature block.

- C. Pursuant to Section 7.5 of the Declaration, Declarant is permitted to subject additional land to the terms of the Declaration. Now, the Declarant wishes to subject the Phase 3 Property to the terms of the Declaration and amend the Phase 3 Declaration.
- D. The Phase 3 Property is subject to a i) Deed of Trust dated September 14, 2020, recorded in the Clerk’s Office in Deed Book 5298, page 415; and ii) Deed of Trust dated September 14, 2020, recorded in the Clerk’s Office in Deed Book 5298, page 427.

NOW THEREFORE, Declarant declares that all of the Phase 3 Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and uses set forth in the Declaration, except insofar as conflicting provisions are made herein, which shall run with the real estate and shall be binding on and inure to the benefit of all present and future Owners thereof. Neither the Declaration nor this Supplemental Declaration, however, shall apply to any other "phases" or "sections" of Brentwood Home Subdivision or any other land owned by Declarant, except for such land as may be added under § 7.5 of the Declaration.

In addition to the Declaration, the Phase 3 Property shall be subject to the following covenants, conditions, restrictions and uses:

- A. Building as defined in § 1.5 shall mean any dwelling or manufactured home whether placed on a permanent foundation or placed in a manner in which removal is feasible.
- B. Unrelated persons in § 6.20 shall mean persons who do not have a familial relationship. As used herein, "familial relationship" shall mean i) persons related by either blood, marriage or adoption or ii) persons deemed to have a familial status as defined in the Fair Housing Act. Under no circumstances shall more than three persons per bedroom occupy any dwelling on any Lot without prior written approval of the Association.

- C. The Declarant shall have the right to amend the Declaration as it applies to the Phase 3 Property pursuant to § 7.3 within five (5) years after recordation of this Supplemental Declaration without the consent of any other Owner.
- D. The weight restriction pertaining to dogs in § 6.12 of the Declaration shall not apply. There shall be a limit of three dogs per Lot and three cats per Lot.

The Trustee, as authorized to act by the Noteholder, and the Noteholder described in Paragraph D of the Preamble, join herein to evidence their consent to this Supplemental Declaration.

WITNESS the following signatures and seal.

BRENTWOOD II, LLC, a
Virginia limited liability company

By: TROBUDD, INC., a
Virginia corporation, manager

By: [Signature]
its: Secretary/Treasurer

Summit Community Bank, a Virginia
banking corporation

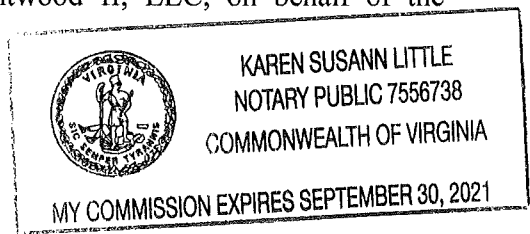
By: [Signature]
its: Senior Vice President
Noteholder

[Signature] (SEAL)
Dennis L. Snyder, Trustee

COMMONWEALTH OF VIRGINIA,
COUNTY/CITY OF Rockingham, to-wit:

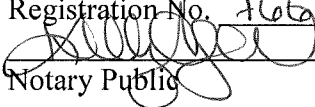
The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 22 day of February, 2021, by Edward F Budd, its Sec/Treasurer of Trobudd, Inc., Manager of Brentwood II, LLC, on behalf of the company.

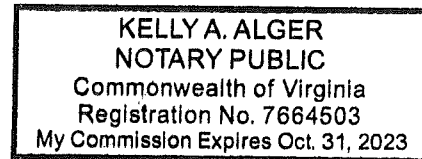
My commission expires September 30, 2021
Registration No. 7556738
[Signature]
Notary Public



COMMONWEALTH OF VIRGINIA,
COUNTY/CITY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this
19 day of February, 2021, by Garth M. Kunkle its
SVP of Summit Community Bank, a Virginia banking corporation,
Noteholder, on behalf of the Bank.

My commission expires 10/31/2023
Registration No. 7664503

Notary Public



COMMONWEALTH OF VIRGINIA,
COUNTY/CITY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this
19 day of February, 2021, by Dennis L. Snyder, Trustee.

My commission expires 10/31/2023
Registration No. 7664503

Notary Public

