

**FIRST SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GREENPORT SUBDIVISION, PHASE 3A**

THIS FIRST SUPPLEMENT TO DECLARATION ("First Supplement"), is made this 21st day of January, 2015, by **GREENPORT GROUP, LLC**, a Virginia limited liability company, hereinafter referred to as "Declarant", and with the consent of the current lienholder on the property subject to this First Supplement.

WITNESSETH:

WHEREAS, Declarant previously recorded that certain Declaration of Covenants, Conditions, and Restrictions for Greenport Subdivision, Phase 2, which is found recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 4420, at page 418 ("Declaration"), and

WHEREAS, In Article Nine, Section 9.3 of the Declaration, Declarant reserved for itself the authority to add additional real property subject to the Declaration, and

WHEREAS, Declarant is the owner of certain property located in Central District, Rockingham County, Virginia, which consists of seven (7) lots, green space, and other land, containing an aggregate area of 46,114 square feet, being developed as Greenport Subdivision, Phase 3A ("Phase 3A"); and;

WHEREAS, Lots 106, 107, 108, 9A, 9B, 10A, and 10B, a newly dedicated portion of Greenport Drive, and a 13,844 square foot "green space" parcel are shown on a plat entitled "GREENPORT SUBDIVISION, PHASE 3A" prepared by Hal T. Benner, dated January 12, 2015, ("Plat") which is to be recorded prior hereto. All real property shown on the Plat containing 46,114 square feet is hereby made subject to the Declaration in order to insure purchasers of Lots within the Phase 3A shown on the Plat of a uniform mode of development; and

WHEREAS, the Alfred Thomas Revocable Trust dated February 5, 2003 has a Credit Line Deed of Trust lien on the real property containing Phase 3A, which lien is hereby made subject to this First Supplement. Said Credit Line Deed of Trust is

recorded in the aforementioned Clerk's Office in Deed Book 4497, at Page 614. The Alfred Thomas Revocable Trust dated February 5, 2003, and the Trustee designated in said Deed of Trust join in this First Supplement to evidence their consent hereto; and

NOW, THEREFORE, Declarant covenants and agrees for itself, its successors and assigns that the 46,114 square feet of real property shown on the Plat as Greenport Subdivision, Phase 3A shall be sold and held by the purchasers thereof, their heirs, successors, devisees, and assigns, subject to the Declaration and to all easements as shown on the Plat which is recorded prior hereto.

All portions of the Declaration not supplemented or amended herein shall remain in full force and effect.

Invalidation of any of the provisions of this instrument by judgment or Court Order shall in no way affect any of the other provisions and shall remain in full force and effect.

WITNESS the following signatures and seals.

GREENPORT GROUP, LLC
a Virginia limited liability company

By: DMW *manager* (Seal)
DEAN M. WEAVER, Manager

COMMONWEALTH OF VIRGINIA,
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 21 day of January, 2015, by Dean M. Weaver, Manager of Greenport Group, LLC, a Virginia limited liability company.

My commission expires: Nov. 30, 2016.

CH Summers
NOTARY PUBLIC

CATHERINE H. SUMMERS
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #167614

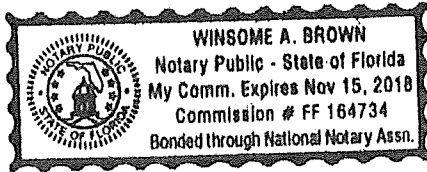
Alfred Thomas Revocable Trust
dated February 5, 2003

By: Alfred Thomas
ALFRED THOMAS, Trustee

STATE OF FLORIDA,
CITY/COUNTY OF BROWARD, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 23rd day of January, 2015, by Alfred Thomas, Trustee of the Alfred Thomas Revocable Trust dated February 5, 2003, Noteholder.

My Commission Expires: 11-13-18



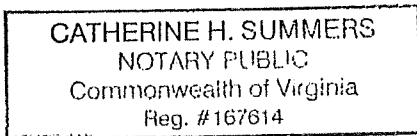
Winsome A. Brown
NOTARY PUBLIC

By: M. Steven Weaver, Trustee (Seal)
M. STEVEN WEAVER, Trustee, under that
certain recorded Deed of Trust with the Alfred
Thomas Revocable Trust dated February 5,
2003

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 22 day of January, 2015, by M. Steven Weaver, Trustee, under that certain recorded Deed of Trust with the Alfred Thomas Revocable Trust dated February 5, 2003.

My Commission Expires: Nov. 30, 2016



C. Summers
NOTARY PUBLIC



ROCKINGHAM COUNTY
Chaz W. Evans-Haywood
CLERK OF COURT
Harrisonburg, VA 22801

Instrument Number: 2015- 00027750

As

Amendment

Recorded On: November 12, 2015

Parties: GREENPORT GROUP LLC

To

NO GRANTEE

Recorded By: CLARK & BRADSHAW PC

Num Of Pages: 7

Comment:

**** Examined and Charged as Follows: ****

Amendment	6.50	10 or Fewer Pages	14.50
Recording Charge:	21.00		

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: ROCKINGHAM COUNTY, VA

File Information:

Record and Return To:

Document Number: 2015- 00027750

CLARK & BRADSHAW PC

Receipt Number: 331919

92 NORTH LIBERTY ST

Recorded Date/Time: November 12, 2015 11:51:16A

HARRISONBURG VA 22802

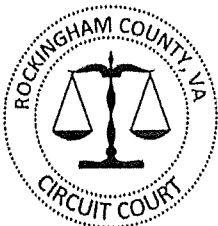
Book-Vol/Pg: Bk-OR VI-4648 Pg-687

Cashier / Station: A Wolverton / Cash Station 3

THE STATE OF VIRGINIA }
COUNTY OF ROCKINGHAM }

I certify that the document to which this authentication is affixed is a true copy of a record in the Rockingham County Circuit Court Clerk's Office and that I am the custodian of that record

CLERK OF COURT
ROCKINGHAM COUNTY, VIRGINIA



SECOND SUPPLEMENT AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREENPORT SUBDIVISION, PHASE 3B

THIS SECOND SUPPLEMENT AND AMENDMENT TO DECLARATION (“First Supplement”), is made this 23rd day of October, 2015, by **GREENPORT GROUP, LLC**, a Virginia limited liability company, hereinafter referred to as “Declarant”, and with the consent of the current lienholder on the property subject to this Second Supplement and Amendment.

WITNESSETH:

WHEREAS, Declarant previously recorded that certain Declaration of Covenants, Conditions, and Restrictions for Greenport Subdivision, Phase 2, which is found recorded in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 4420, at page 418 (“Declaration”), and

WHEREAS, Declarant previously recorded that certain First Supplement to Declaration of Covenants, Conditions, and Restrictions for Greenport Subdivision, Phase 3A, which is found recorded in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 4534, at page 793, and

WHEREAS, In Article Nine, Section 9.3 of the Declaration, Declarant reserved for itself the authority to amend or supplement the Declaration at any time, in any fashion, including the addition of additional real property subject to the Declaration, and

WHEREAS, Declarant is the owner of certain property located in Central District, Rockingham County, Virginia, which consists of eight (8) lots, green space, and other land, containing an aggregate area of 46,114 50,363 square feet, being developed as Greenport Subdivision, Phase 3B (“Phase 3B”); and;

WHEREAS, Lots 109, 110, 111, 112, 113, 114, 115 and 116, a newly dedicated portion of Greenport Drive, and a 5,211 square foot “green space” parcel are shown on a plat entitled “GREENPORT SUBDIVISION, PHASE 3B” prepared

Tax Map Number: 125-G-14

by Hal T. Benner, dated June 9, 2015, ("Plat") which is recorded in the aforesaid Clerk's Office in Deed Book 4632, page 149. All real property shown on the Plat containing 50,363 square feet is hereby made subject to the Declaration in order to insure purchasers of Lots within the Phase 3B shown on the Plat of a uniform mode of development; and

WHEREAS, the Alfred Thomas Revocable Trust dated February 5, 2003 has a Credit Line Deed of Trust lien on the real property containing Phase 3B, which lien is hereby made subject to this Second Supplement. Said Credit Line Deed of Trust is recorded in the aforementioned Clerk's Office in Deed Book 4497, at Page 614. The Alfred Thomas Revocable Trust dated February 5, 2003, and the Trustee designated in said Deed of Trust join in this Second Supplement to evidence their consent hereto; and

NOW, THEREFORE, Declarant covenants and agrees for itself, its successors and assigns that the 50,363 square feet of real property shown on the Plat as Greenport Subdivision, Phase 3B shall be sold and held by the purchasers thereof, their heirs, successors, devisees, and assigns, subject to the Declaration and to all easements as shown on the Plat which is recorded in Deed Book 4632, page 149, and the Declarant hereby amends the Declaration of Covenants, Conditions, Reservations and Restrictions for Greenport Subdivision, as follows:

1. **ARTICLE FIVE, EXTERIOR MAINTENANCE**, the third and fourth sentences of the first paragraph shall be deleted and replaced by the following:

"The Association shall maintain full and exclusive responsibility for Open Space including lawn, plantings and Bio-retention ponds/rain gardens. The Association shall also be solely responsible for mowing and initial landscaping installation for all Lots within the Properties and the Owner shall be responsible for weed removal, mulching, plant and tree/shrub maintenance and replacement on their Lot."

2. **ARTICLE FIVE, EXTERIOR MAINTENANCE**. The following provision shall be inserted as a new second paragraph in Article Five:

"The Association will maintain the irrigation systems within the Open Space. This includes water cost and the following services: spring start-up, seasonal

audits & repairs (as needed), and winterization of the system(s). The Association will also make these services available to the Owners of Lots with initial lot irrigation (Phase 2, 3A & 3B including lots 101-116, 10A/B & 9A/B) for an additional annual assessment of \$250 per Lot. Any Owner who wishes to install irrigation on Lots without initial irrigation systems can do so at their own expense upon approval of the Architectural Control Committee. These Owners may then chose to enter into the Association's annual irrigation assessment program which may or may not need to be adjusted to accommodate the size and location of the system."

3. ARTICLE SIX, USE RESTRICTIONS, Section 13, shall hereby be deleted and replaced by the following:

"The Association shall be responsible for cutting of all grass, weed removal, mulching, plant, and tree/shrub maintenance and replacement for all Private Street and Common Areas of the Property. The Owner shall be responsible for, weed removal, mulching, plat and tree/shrub maintenance and replacement on their Lot."

4. ARTICLE EIGHT, EASEMENTS, Section 8.3. LANDSCAPING EASEMENT, shall hereby be deleted and replaced by the following:

"An Easement for landscaping is reserved across all Lots and Open Space areas as shown on the Plat recorded herewith. Within this easement Declarant shall plant the original landscaping. Within this easement, no structure, planting, or other material shall be placed by an Owner or permitted, by an Owner, to remain, which may obstruct or interfere with the planting and maintenance of said vegetation. Provided, however, that the Declarant or the Association may do additional landscaping within this Easement. The Homeowner shall after the initial planting is complete, be responsible for the care, pruning, and replacement on their property, as it is needed. This easement shall be perpetual and run with the land."

All portions of the Declaration not supplemented or amended herein shall remain in full force and effect.

Invalidation of any of the provisions of this instrument by judgment or Court Order shall in no way affect any of the other provisions and shall remain in full force and effect.

WITNESS the following signatures and seals.

GREENPORT GROUP, LLC
a Virginia limited liability company

By: *D. M. W* Manager (Seal)
DEAN M. WEAVER, Manager

COMMONWEALTH OF VIRGINIA,
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction
aforesaid this 10th day of ~~October~~ ^{November}, 2015, by Dean M. Weaver, Manager of
Greenport Group, LLC, a Virginia limited liability company.

My commission expires: Nov. 30, 2016

CH Summers
NOTARY PUBLIC

CATHERINE H. SUMMERS
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #167614

**Alfred Thomas Revocable Trust
dated February 5, 2003**

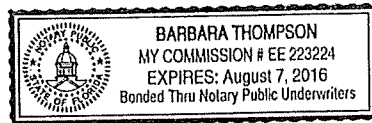
By: 
ALFRED THOMAS, Trustee

STATE OF FLORIDA,
CITY/COUNTY OF BROWARD, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction
aforesaid this 28th day of October, 2015, by Alfred Thomas, Trustee of the
Alfred Thomas Revocable Trust dated February 5, 2003, Noteholder.

My Commission Expires: August 7, 2016


NOTARY PUBLIC



By: M. Steven Weaver, Trustee (Seal)
M. STEVEN WEAVER, Trustee, under that
certain recorded Deed of Trust with the Alfred
Thomas Revocable Trust dated February 5,
2003

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction
aforesaid this 23rd day of October, 2015, by M. Steven Weaver, Trustee, under
that certain recorded Deed of Trust with the Alfred Thomas Revocable Trust dated
February 5, 2003.

My Commission Expires: Nov. 30, 2016

Ctt Summers
NOTARY PUBLIC