

ROCKINGHAM COUNTY
L. WAYNE HARPER
CLERK OF COURT
Harrisonburg, VA 22801

60 2006 00030861

Instrument Number: 2006- 00030861

As

Recorded On: September 22, 2006

Amendment

Parties: BECON HILLS HOMEOWNERS ASSN

To

NO GRANTEE

Recorded By: BEACON HILL HOA

Num Of Pages:

5

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 Clerk's Office For. ROCKINGHAM COUNTY, VA

File Information:**Record and Return To:**

Document Number: 2006- 00030861

BEACON HILL HOA

Receipt Number: 20083

Recorded Date/Time: September 22, 2006 01:46 52P HARRISONBURG VA 22801

Book-Vol/Pg Bk-OR VI-2948 Pg-165

Cashier / Station: B Huffman / 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 recordCLERK OF COURT
ROCKINGHAM COUNTY, VIRGINIA

**AMENDMENTS TO
THE DECLARATION OF PROTECTIVE COVENANTS AND
CONDITIONS OF BEACON HILL SUBDIVISION
and
THE BYLAWS OF THE BEACON HILL HOMEOWNERS'
ASSOCIATION**

THESE AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS OF BEACON HILL SUBDIVISION and THE BYLAWS OF THE BEACON HILL HOMEOWNERS' ASSOCIATION is made this 22nd day of September, 2006, by THE BEACON HILL HOMEOWNERS' ASSOCIATION, whose address is 202 Emerson Lane, Harrisonburg, VA 22802.

WHEREAS Karen Taylor and Tim Southerly are officers of the Beacon Hill Homeowners' Association, Inc., and members in good standing of the Beacon Hill Homeowners' Association Board of Directors located in The City of Harrisonburg, County of Rockingham, Virginia, as defined in the Declaration of Protective Covenants and Condition of Beacon Hill Subdivision, as originally recorded in Book 1940, at Page 509;

WHEREAS a vote of all the owners of all the Lots as defined in the Declaration of Protective Covenants and Conditions of Beacon Hill Subdivision was held September 9 through September 20, 2006, and administered by the aforesaid principal officers;

WHEREAS over 2/3 of all Lot owners approved in writing as defined by the Declaration of Protective Covenants and Conditions of Beacon Hill Subdivision the aforementioned amendments to the Declaration of Protective Covenants and Conditions of Beacon Hill Subdivision and The Bylaws of the Beacon Hill Homeowners' Association;

NOW THEREFORE all Beacon Hill Subdivision Lot Owners covenant and agree for themselves, their successors and assigns that each and every one of said Lots in the Beacon Hill Subdivision shall be sold and held by the purchasers thereof, their heirs, successors, devisees, and assigns subject to the following amendments to the Declaration of Protective Covenants and Conditions of the Beacon Hill Subdivision and The Bylaws of the Beacon Hill Homeowners' Association:

**Declaration of Protective Covenants and Conditions of Beacon Hill
Subdivision**

[Changes/additions are *in italics*.]

ARTICLE VIII, SPECIAL PROTECTIONS, SECTION 4: Governing Conditions,

Paragraph 6. Signs

One professionally prepared "For Sale" sign measuring 18" x 24" may be placed on a stake in the front yard of a Lot providing it is placed within 5 feet of the front exterior wall of the house which is for sale.

Homeowners may place one professionally prepared political candidate's sign measuring no more than 18" x 24" on a stake in the front yard of a lot providing it is placed within 5 feet of the front exterior wall of the owner's house. Political signs must be removed by 6pm of the day following the applicable election.

Paragraph 8. Parking/vehicles

No mobile homes, boats and other water craft, motor homes, busses, trailers, trucks larger than 3/4 ton pickup, or other vehicles larger than a 3/4 ton pickup may be parked on any street or driveway or in any area other than the parking lots constructed by the builder expressly for the purpose of parking such vehicles. No mobile homes, water craft, busses, trailers, trucks larger than 3/4 ton pickup, or other vehicles larger than 3/4 ton pickup may be parked in front of an owner's home.

Bylaws of Beacon Hill Homeowners' Association, Inc.

ARTICLE 3. BOARD OF DIRECTORS

Section 3.1. Number and Qualification

Persons elected to serve on the board of directors must be homeowners in good standing and must be full-time occupants of their Beacon Hill homes.

ARTICLE 6. OPERATION OF THE NEIGHBORHOOD, Section 6.1 Determination of Common Expenses and Assessments Against Lot Owners.

Paragraph (b) Preparation and Approval of Budget

Each year on or before March 1 [changed from December 1], the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of ... all related services. Further, the Board of Directors shall report to the homeowners all expenditures made in the preceding fiscal year and the amount of funds accumulated in the Association's accounts. In addition, at the end of the first year following the end of the Declarant Control Period and every third year thereafter, the Board of Directors shall engage a disinterested accounting firm to review the association's records and financial accounting practices and to issue a report which shall be distributed to each homeowner.

Section 6.91 Governing Conditions.

No mobile homes, boats and other water craft, motor homes, busses, trailers, trucks larger than

3/4 ton pickup, or other vehicles larger than a 3/4 ton pickup may be parked on any street or driveway or in any area other than the parking lots constructed by the builder *expressly for the purpose of parking such vehicles. No mobile homes, water craft, busses, trailers, trucks larger than 3/4 ton pickup, or other vehicles larger than 3/4 ton pickup may be parked in front of an owner's home. [Revised to agree with revisions in Declaration of Protective Covenants and Conditions]*

ARTICLE 10: COMPLIANCE AND DEFAULT Section 10.1. Relief

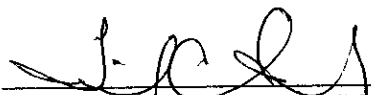
Paragraph (f) Abatement and Enjoinment of Violations by Lot Owners

... 2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such breach. *Further, should the Association seek remedy by legal proceedings and prevail in those legal proceedings, the Association shall be entitled to reimbursement from the violating homeowner of all associated expenses including reasonable fees charged by the Association's attorney.*

WITNESS the following signature and seal:

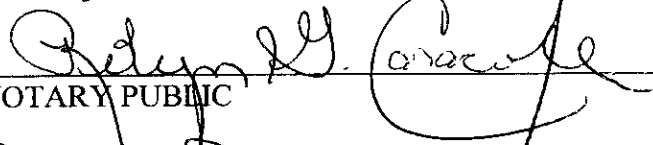
BEACON HILL HOMEOWNERS' ASSOCIATION BOARD OF DIRECTORS

BY:  (SEAL)
KAREN TAYLOR, DIRECTOR

 (SEAL)
TIM SOUTHERLY, DIRECTOR

COMMONWEALTH OF VIRGINIA:
CITY/COUNTY OF Norfolk, to wit:

The foregoing instrument entitled Amendments To The Declaration of Protective Covenants and Conditions of Beacon Hill Subdivision and The Bylaws of The Beacon Hill Homeowners' Association, was acknowledged before the undersigned Notary Public, in and for the jurisdiction aforesaid, by Karen Taylor this 22nd day of September, 2006.


NOTARY PUBLIC

My Commission Expires: April 30, 2008

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF Harrisonburg, to wit:

The foregoing instrument entitled Amendments To The Declaration of Protective Covenants and Conditions of Beacon Hill Subdivision and The Bylaws of The Beacon Hill Homeowners' Association, was acknowledged before the undersigned Notary Public, in and for the jurisdiction aforesaid, by Tim Southerly this 22nd day of September, 2006.


NOTARY PUBLIC

My Commission Expires: April 30, 2008