

Prepared by:
Jeffrey A. Ward VSB #20702
Franklin, Denney, Ward & Strosnider, PLC
129 N. Wayne Avenue, Waynesboro, Virginia 22980

Tax Map 36F-1-1, 2, 3, 5, 6, 8, 9,
7A

**Rolla Mills Business & Medical Center Condominiums
Third Amendment to the
Declaration of Condominium**

THIS THIRD AMENDMENT TO THE DECLARATION OF
CONDOMINIUM, made this 30th day of June, 2022 by LAKE FRONT
PROPERTIES, L.L.C., a Virginia limited liability company, hereinafter known as
“Declarant”, WALTON C. THOMPSON LIVING TRUST by Steve A. Grayson,
Trustee, P.J. WRIGHT, JR., individually, and ROLLA MILL ENTERPRISES,
LLC (Grantors and Grantees) all in care of the declarant’s principal office at 1449
Laurel Hill Road, Verona, Virginia 24482.

WITNESSETH

WHEREAS, Declarant filed the Declaration of Rolla Mills Business &
Medical Center Condominiums dated October 29, 2009, which is recorded in the
Clerk’s Office of the Circuit Court of Augusta County, Virginia as Instrument
Number 090011219 and in Plat Book 1, Pages 7671 and 7672 (the “Declaration”);
and

WHEREAS , Declarant has previously amended the Declaration by a First
Amendment dated March 8, 2010 and of record in the aforesaid Clerk’s Office as
Instrument Number 100002175 and the Second Amendment dated
March 2, 2015 and of record as Instrument Number 150001469;
and

WHEREAS, the Walton C. Thompson Living Trust, Rolla Mill Enterprises,
LLC, and P.J. Wright, Jr., the parties to this Third Amendment, own all Units
conveyed to date and own and control the Common Elements and Limited

Common Elements and unanimously agree to amend the Declaration pursuant to the terms of the Declaration and the Virginia Condominium Act Code of Virginia Sections 55.1-1900ff; and

WHEREAS, said parties desire to and hereby agree to amend Section 2.6 of said Declaration entitled "Declarant's Obligations to Complete Improvements" to add the following:

Any further improvements to the Common Elements serving the Units not yet built out as of January 1, 2022 shall be completed at the expense of the Unit Owners building out such units in proportion to the ownership interests of the Units yet to be built out. These Units are 1, 2, 3, 5, 6, 7A, 8 and 9. Any improvements made to the Common Elements shall be completed in compliance with all laws and regulations, and shall be subject to approval by the Architectural Review Committee.

Article XIV Shared Charges is hereby amended to include the following:

Shared Charges shall not include the initial improvements such as grading, paving, curbing and guttering to serve and benefit Units 1, 2, 3, 5, 6, 7A, 8 and 9 which shall be the responsibility of those Unit Owners described in the Third Amendment to the Declaration of Condominium.

It is further agreed, and the Declaration is hereby amended to include the following provisions:

1. As a Unit is developed and a building that is approved by the association is built, the Unit owner is responsible to pay for sidewalks, shrubbery, etc. that are primarily to benefit that Unit;

2. With a new Unit building, the parking area to be prepared and paved and line stripping, etc. shall be at the prorated expense to Units 1, 2, 3, 5, 6, 7A, 8 and 9.

3. With the building of a building on a Unit, the exterior of the building landscaping, sidewalks and other improvements on or near such Unit shall only be installed upon approval of the plans by the Association.

4. Water line extensions, utility extensions (including sewer), etc. necessary for a new building on an undeveloped Unit shall also be paid for by all undeveloped Unit owners on a *pro-rata basis* [as a percentage]. The extensions will be made to within at least 10 ft. of the front of a proposed building.

5. All buildings that are built shall be required to have sub-metering for water (paid for by the Unit owner) with type and location of meter to be approved by the Association or its designee.

6. If the County, State or Federal regulations require improvements that do not benefit particular Units, but the undeveloped Units as a whole, then such shall be paid as a Shared Cost for Units 1, 2, 3, 5, 6, 7A, 8 and 9. This includes costs for water retention and water quality control requirement(s) for these Units.

7. Once developed, built or installed, costs for maintenance of the water retention and water quality control requirements shall be paid for by all Unit Owners.

8. Fixed expenses such as maintenance and repairs, liability insurance, bookkeeping and bill paying should be shared by all pad site owners (developed and undeveloped). Fixed expenses would include such things as mowing; reseeded of grass (if necessary), weed control, fixed utility expenses, such as Chesapeake Bay fee, fixed water & sewer fees (not related to usage amounts), water main leak repair, maintenance and future replacement of parking areas and drive lane areas, yearly back flow tests on the water line for the fire hydrant,

maintenance of drainage ditches and landscaping (other than landscaping for individual Units as described previously).

In light of the foregoing amendments, it is further agreed and confirmed that the Declarant, the Walton C. Thompson Living Trust, Rolla Mill Enterprises, LLC and P.J. Wright have no further obligation for the Common Area development as that is now to be assumed by the Unit Owners identified above. The responsibility for future maintenance remains as previously provided by the Declaration and any amendments, including this amendment.

All other provisions, terms and conditions of the Declaration of Rolla Mills Business & Medical Center Condominiums dated October 29, 2009 and the First Amendment dated March 8, 2010 and Second Amendment dated shall remain in full force and effect.

WITNESS the following signatures and seals:

LAKE FRONT PROPERTIES, L.L.C.

By: P. J. Wright, Jr. (SEAL)
P. J. Wright, Jr., Member

By: [Signature] Trustee (SEAL)
The Walton C. Thompson Living
Trust, Member by: Steve A. Grayson,
Trustee

THE WALTON C. THOMPSON LIVING
TRUST

By: [Signature], Trustee (SEAL)
Steve A. Grayson, Trustee

ROLLA MILL ENTERPRISES, LLC

By: P. J. Wright, Jr. (SEAL)
P. J. Wright, Jr., Manager

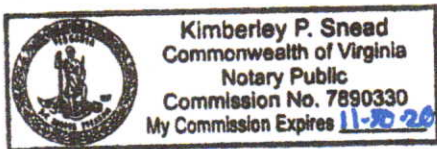
P. J. Wright, Jr. (SEAL)
P. J. Wright, Jr., Individually

STATE OF VIRGINIA

CITY/COUNTY OF Waynesboro, to-wit:

The foregoing instrument was acknowledged before me this 12th day of July, 2022 by P. J. Wright, Jr., Member of Rolla Mill Enterprises, LLC, a Virginia limited liability company.

My commission expires: 11-30-2024



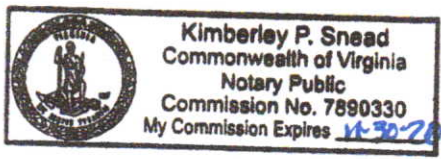
Kimberley P. Snead
Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF Waynesboro, to-wit:

The foregoing instrument was acknowledged before me this 12th day of July, 2022 by P. J. Wright, Jr., individually.

My commission expires: 11-30-2024



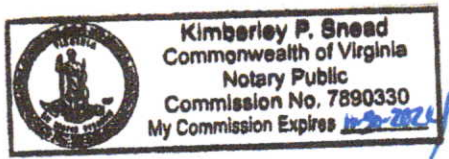
Kimberley P. Snead
Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF Waynesboro, to-wit:

The foregoing instrument was acknowledged before me this 12th day of July, 2022 by P. J. Wright, Jr., Member of Lake Front Properties, L.L.C., a Virginia limited liability company.

My commission expires: 11-30-2024



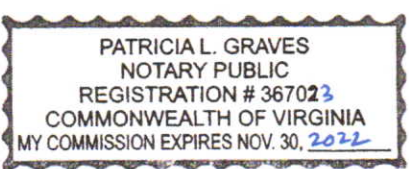
Kimberley P. Snead
Notary Public

STATE OF VIRGINIA

COUNTY OF MADISON, to-wit:

The foregoing instrument was acknowledged before me this 30th day of June, 2022 by Steve A. Grayson, Trustee of the Walton C. Thompson Living Trust, Member of Lake Front Properties, L.L.C.

My commission expires: 11-30-2022



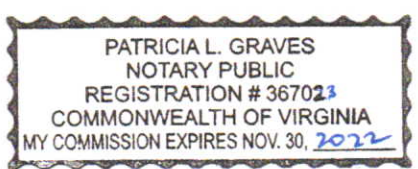
Steve A. Grayson
Notary Public

STATE OF VIRGINIA

COUNTY OF MADISON, to-wit:

The foregoing instrument was acknowledged before me this 30th day of June, 2022 by Steve A. Grayson, Trustee of the Walton C. Thompson Living Trust.

My commission expires: 11-30-2022



Steve A. Grayson
Notary Public