

BYLAWS
OF
CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC.

Article I

These Bylaws shall be in supplementation of the Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor dated October 20, 1989, and recorded in Deed Book 423, Page 802; as amended by that certain instrument of Vacation, Modification and Declaration of Covenants and Restrictions of Certain Lots of Clairmont Manor Subdivision dated June 10, 1992, and recorded in Deed Book 482, Page 462, and as further amended by that certain instrument of Vacation, Modification and Declaration of Covenants and Restrictions of Certain Lots of Clairmont Manor Subdivision dated September 17, 1992, recorded in Deed Book 484, Page 203.

In the event there is a conflict or ambiguity between these Bylaws and the above-referenced declaration and covenants, the declaration and covenants shall prevail.

Article II

Section 1. Annual Meeting: The annual meeting of the members of the association shall be held on the second Tuesday in March in each year. If that day is a legal holiday, the annual meeting shall be held on the next succeeding day not a legal holiday.

Section 2. Other Meetings: All meetings of the members shall be held at the times or places fixed by the Board of Directors. The time and place shall be stated in the notice or waiver of notice of each meeting. Meetings of the members shall be held whenever called by the President or the Secretary, by a majority of the Directors, or by any member.

Section 3. Notice of Membership Meetings: Notice of membership meetings shall be in writing stating the place, day and hour of the meeting and the purpose for which the meeting is called except for the annual meeting, and such notices shall be given not less than fifteen (15) nor more than sixty (60) days before the date of the meeting by mail or personal delivery. Provided, however, that notice of a meeting to act on an amendment of the Articles of Incorporation or on any disposition, sale, lease or mortgage of all, or substantially all, the property and assets of the corporation shall be given not less than twenty-five nor more than fifty days prior to the date of such meeting and in the manner set out above.

Article III

Membership and Voting Rights

Section 1. Owner Membership. Every owner of a Lot which is subject to assessment shall be a member of the Association. If more than one person/entity holds interest in any lot, all such membership shall be limited to one individual and their immediate family. A vote for such lot shall be exercised as they determine, in no event shall more than one vote be cast in respect to one lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Class A and B Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners and Builders, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, membership shall be limited to one individual and their immediate family. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot owned, but shall pay only such assessments and other charges as are specifically set forth herein and pertaining to Declarant, provided that, the Class B membership shall cease and automatically be converted into a Class A membership upon i) the sale or transfer by Declarant of the last lot owned by it, or ii) December 31, 1999, whichever shall occur first.

Section 3. Conduct of Meetings: The President shall preside over all meetings of the members. If such officer is not present, a Chairman shall be elected by the meeting. The Secretary of the corporation shall act as Secretary of all the meetings if he is present. If he is not present, the Chairman shall appoint a Secretary of the meeting. The Chairman of the meeting may appoint one or more inspectors of the election to determine the qualification of voters, the validity of proxies and the results of ballots.

Section 4. Quorum and Voting: 60% of the voting membership shall constitute a quorum at any meeting for purposes of Article IV, Sections 3 and 4 of the Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor; a majority of the voting membership shall constitute a quorum at any other meeting.

Section 5. Action without a Meeting: Any action required or permitted by law to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Article IV

Board of Directors

Section 1. Number, Election and Terms: The Board of Directors shall be elected at the annual meeting of the members or at any special meeting held in lieu thereof. The number of the Directors shall be not less than three and not more than twelve. This number may be increased at any time by amendment of these Bylaws. Directors must be members. Directors shall hold office until removed or until the next annual meeting of the members or until their successors are elected. A majority of the Directors actually elected and serving at the time of a given meeting shall constitute a quorum. Less than a quorum may adjourn the meeting to a fixed time and place, no further notice of any adjourned meeting being required.

Section 2. Removal and Vacancies: The members at any meeting, by a vote of the majority of all the membership at the time outstanding and having voting power, may remove any Director and fill the vacancy. Any vacancy arising among the Directors may be filled by the remaining Directors unless sooner filled by the members in meeting.

Section 3. Meetings and Notices: Meetings of the Board of Directors shall be held at times fixed by resolution of the Board, or upon the call of the President or the Secretary, or upon the call of the majority of the members of the Board. Notice of any meeting not held at a time fixed by a resolution of the Board shall be given to each director at least 24 hours before the meeting at his residence or business address or by delivering such notice to him or by telephoning or telegraphing it to him at least 24 hours before the meeting. Any such notice shall contain the time and place of the meeting, but need not contain the purpose of any meeting. Meetings may be held without notice if all of the directors are present or those not present waive notice before or after the meeting.

Section 4. Action without a Meeting: Any action required by law to be taken at a meeting of the Directors or executive committee of the Directors of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors or members of the executive committee.

Article V

Officers

Section 1. Election, Removal and Duties: The Board of Directors, promptly after its election in each year, shall elect a President (who shall be a Director) and shall also elect a Secretary-Treasurer, and may elect or appoint such other officers as it may deem proper. Any officer may hold more than one office. All officers shall serve for a term of one year and until their respective successors are elected, but any officer may be removed summarily with or without cause at any time by the vote of a majority of all the Directors. Vacancies among the officers shall be filled by the Directors. The officers of the corporation shall have such duties as generally pertaining to their respective offices as well as such powers and duties as from time to time may be delegated to them by the Board of Directors.

Article VI

Checks, Notes and Drafts

Section 1. Signatures: Checks, notes, drafts and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize. The signature of any such person may be a facsimile when authorized by the Board of Directors.

Article VII

Fiscal Year

Section 1. Fiscal Year: The fiscal year of the corporation shall end on December 31st in each year.

Article VIII

Amendments

Section 1. Amendments: The Bylaws may be amended from time to time by the Board of Directors but any Bylaw made by the Board of Directors may be repealed or changed, and new Bylaws made by the members and the members may prescribe that any Bylaw made by them shall not be altered, amended or repealed by the Board of Directors. The Bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the Articles of Incorporation.

* * * * *

Adopted by the Board of Directors at its initial
meeting on _____.

MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS,
AND EASEMENTS OF CLAIRMONT MANOR

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Shackel and Homberg
D.L. 10/31/1989

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MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS
OF CLAIRMONT MANOR SUBDIVISION

THIS DECLARATION of covenants, conditions, reservations, restrictions, and easements applicable to Clairmont Manor Subdivision, made on the date hereinafter set forth by ALPHIN CORPORATION, a Virginia Corporation, hereinafter referred to as "Declarant":

WITNESSTH

WHEREAS, Declarant is the owner of certain property in Culpeper County, State of Virginia, which is more particularly described as:

Lots 1 through 74 and well lots A & B of Clairmont Manor, together with all buildings and improvements thereon and all appurtenances thereunto belonging, situated, lying and being on State Highway 692 (Old Orange Road), in Cedar Mountain Magisterial District, Culpeper County, Virginia, and being more fully described in a Deed of Dedication, dated June 28, 1989, and recorded in the Circuit Court Clerk's Office of Culpeper County, Virginia in Deed Book 416, page 754 and amended on July 28th, 1989 and recorded in said Clerk's office in Deed Book 419, Page 601 and as further described on a plat of a survey by Greenhorne & O'Mara, designating Clairmont Manor, dated June 16, 1989 and recorded in said Clerk's office in large plat cabinet #1, slides 385-389 and re-recorded as to said slide 386, in large plat cabinet 1, slide 47.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, reservations,

covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties 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 the CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, Inc., its successors and assigns.

Section 2. "Builder" shall mean and refer to a person or entity which acquires two (2) or more Lots in the Property for the purpose of improving such portion for resale to Owners or for lease to tenants. All builder must be approved by the Declarant or Architectural Control Committee and must possess a Class A contractors license.

Section 3. "Contractor" shall mean and refer to a person or entity which builds any improvement or structure on a lot for an owner. All contractors must be approved by the Declarant or Architectural Control Committee and must possess a Class A contractors license.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 68 of Clairmont Manor consisting of 16.7125 acres as specified in Deed of Dedication dated June 28, 1989, and recorded in the Circuit Clerk's Office of Culpeper County in Deed Book 416, page 754, and amended on July 28, 1989 and recorded in said Clerk's office in Deed Book 419, page 601.

Section 5. "Declarant" shall mean and refer to ALPHIN CORPORATION, a Virginia Corporation, its successors and assigns;

provided, however, that no successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically assigned by ALPHIN CORPORATION by document recorded on the land records or unless said rights and obligations of the Declarant inure to the successor of ALPHIN CORPORATION by operation of law. The rights and obligations set forth herein of the Declarant, as a Developer, shall cease when construction on the Property has been completed.

Section 6. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area or reserved areas.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal equitable fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The "Property" shall be known as CLAIRMONT MANOR.

Section 9. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, reservations, restrictions and easements, which may be recorded by the Declarant, which expands the Property beyond the land which is initially subjected to the Declaration.

Section 10. "Members" shall mean and refer to all members of the Association.

Section 11. "Residence" shall mean and refer to one detached single-family dwelling not to exceed two and one-half (2 1/2) stories.

Section 12. "Architectural Control Committee" shall mean and refer to the committee established pursuant to Article VI hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. If more than one person/entity holds an interest in any lot, all such rights and easements shall be limited to one individual and their immediate family. Rights and easements are subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for a period of time, to be determined by the Board of Directors of the Association at their sole discretion, for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area 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 approved by more than 2/3rds vote of those members eligible to vote. The Association shall not make any dedication or transfer of the common area contrary to the provisions of the then existing ordinances of Culpeper County, Virginia.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the Property.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

Section 1. OWNER MEMBERSHIP. Every owner of a Lot which is subject to assessment shall be a member of the Association. If more than one person/entity holds interest in any lot, all such membership shall be limited to one individual and their immediate family. A vote for such lot shall be exercised as they determine, in no event shall more than one vote be cast in respect to one lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Class A and B Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners and Builders, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, membership shall be limited to one individual and their immediate family. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot owned, but shall pay only such assessments and other charges as are specifically set forth herein and pertaining to Declarant, provided that, the Class B membership shall cease and automatically be converted into a Class A membership upon i) the sale or transfer by Declarant of the last lot owned by it, or ii) December 31, 1999, whichever shall occur first.

Section 3. Board of Directors. The Association shall elect, by majority vote, a Board of Directors which will manage the business and affairs of the Association in accordance with this Declaration. The Board of Directors shall elect the members of the Architectural Control Committee at the expiration of the Twelve Year Period or in the event that all Committee Members resign simultaneously during the Twelve Year Period. In addition,

the Board of Directors is hereby granted the following powers:

(i) the power to establish any other Committees as it deems appropriate; (ii) the power to adopt, publish and modify rules and regulations governing the use and maintenance of the Property and to establish penalties for infractions thereof; and (iii) all other powers necessary to further the general scheme of these Declarations.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges; and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. A Builder for each unimproved Lot owned within the property shall pay annual assessments or charges and special assessments for capital improvements at a rate of fifty per cent (50%) of the assessments established for and collected from other Class A members. Provided, however, for each Lot owned by a Builder having a dwelling that is ninety percent (90%) complete as determined by Declarant, Builder shall pay one hundred per cent (100%) of the established assessment. Declarant for each unimproved lot owned shall pay annual assessments or charges and special assessments for capital improvements at a rate of twenty-five (25%) of assessments paid by Class A members. The annual and special assessments, together with interest, costs and reasonable attorney's fees, 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 interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per Lot.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than the greater of either five percent (5%) above the maximum assessment for the previous year or the increase in the Consumer Price Index without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above the maximum allowed by a vote of two-thirds (2/3rds) vote of those members eligible to vote, who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) vote of those members eligible to vote, who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on monthly, quarterly, or semi-annual basis.

Section 7. Date of Commencement of Annual Assessments-Due Dates. The annual assessments provided for herein shall commence as to all dedicated Lots on the first day of the month following the conveyance of the Common Area. 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 dedicated 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, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at

the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Board of Directors may also assess a late fee for any assessment not paid within thirty (30) days after the due date.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Builder's and Owner's Initial Capital Contribution to the Association. At the time of the closing of a lot sale to an Owner or Builder by Declarant, Builder or Owner agree to pay an initial capital contribution of TWO HUNDRED AND 00/100 DOLLARS (\$200.00), to the Association. This initial capital contributions is in addition to any other annual or special assessment which Builder or Owner would be liable for as a member of the Association.

ARTICLE V

RESTRICTIONS AND RESERVATIONS

1. Use of Lots. (a) The lots of this subdivision shall be used for residential purposes only, except for home occupations and agricultural uses permitted under the Culpeper County Zoning Ordinance, provided, however, that domesticated animals or household pets may not be kept for boarding, breeding, or maintained for any commercial purposes whatsoever. No livestock or poultry of any kind shall be raised, bred or kept on any

portion of the Properties, except that horses, cows and sheep may be raised for commercial purposes and shall be permitted on lot 19, the estate lot. No animals or pets which are an annoyance or nuisance to other Owners shall be kept on any Lot. Each Owner shall be absolutely liable to any other Owner, their family, guests, invitees and licensees for any damage to person or property caused by any animal or pet brought upon or kept on the Property by Owner, Owner's family members, guests, invitees or licensees.

(b) No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property nor shall anything be done thereon that may be or become a nuisance or any annoyance.

2. Construction. Only approved Builders or Contractors shall be allowed to construct improvements in Clairmont Manor. All Builders or Contractors must be Class A licensed.

3. Improvements. No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single-family primary dwelling not to exceed 2 1/2 stories in height, with private swimming pool, tennis court or other recreational facilities, garden or storage sheds, and a private garage. All exposed foundations and porch or stoop piers shall be constructed of stone or brick. All chimneys shall be constructed of stone or brick to grade. The approval for the construction or alteration of any building or structure, including fences, shall be obtained from the Architectural Control Committee pursuant to Article VI hereof. [Exceptions to the permitted uses set forth above, shall require the approval of the Architectural Control Committee as provided in Article VI]. Any approval or disapproval of uses other than the permitted uses set forth above may be based on purely aesthetic grounds and shall be in the sole discretion of the Architectural Control Committee.

4. Minimum Area. All residential structures shall have a finished living area, exclusive of porches, patios, balconies, terraces, decks, pools, breezeways, basements and garages, of not less than 2,000 square feet, unless specifically authorized by the

Architectural Control Committee. Single-level styles of quality design of less than 2,000 square feet may be considered by the Architectural Control Committee and be approved by them in their sole discretion. All tri-level Residences must have a mid and upper level area of a least 2,200 square feet. Prefabricated homes employing volumetric modules shall not be permitted on any lot.

5. Construction Driveway. No building, grading, or clearing for a structure permitted in paragraph 3 above shall be commenced on any Lot until a crushed rock driveway has been installed for a distance of at least 50 feet into said lot and maintained so as to prevent the depositing or accumulating of mud, dirt, rock, or debris upon the streets and roads of the subdivision. All access to any Lot during construction shall be strictly limited to the crushed rock driveway unless alternate access is specifically approved by the Architectural Control Committee.

6. Roads. No building, grading, or clearing for a structure permitted in paragraph 3 above shall be permitted on any Lot until the entire road frontage of the Lot on which construction is contemplated shall have base stone installed. The provisions of this paragraph shall not apply to Declarant or to any entity in which Declarant is a principal or in any instance in which the Declarant shall waive in writing.

7. Cleated Equipment. No cleated equipment shall be driven on any subdivision right-of-way after the laying of asphalt on said street.

8. Road Damage. Until the acceptance by the Virginia Department of Transportation of the subdivision roads into the State system, the cost to repair any damage to the grading and asphalt of the subdivision roads or their siltation and erosion control system caused by the work of a Builder and/or Owner, his agents, invitees, and guests on such Owner's lot shall be paid to Declarant by the Builder and/or Owner responsible for such damage and may be collectible, by legal proceedings, together with

interest, court costs, and reasonable attorney's fees, from such Builder and/or Owner if not paid upon demand.

9. Driveway Aprons. Until the acceptance by the Virginia Department of Transportation of the subdivision roads into the State system each Lot Owner and/or Builder shall be responsible for the installation and maintenance of storm water control on his lot, as required by governmental authorities having jurisdiction thereof. The responsibility of a Lot Owner and/or Builder shall include installation of any culvert pipe in the ditch line for his lot, if required, and providing a gravel base and asphalt paved surface on the driveway apron area for his lot within and adjacent to the State right of way. Such culvert pipe(s) and/or gravel base and paved surface will be in conformity with the applicable specifications or requirements of the Virginia Department of Transportation. If the improvements required by this paragraph have not been properly installed by the Owner and/or Builder, the Declarant may, upon Builder and/or Owner's failure to comply with the requirements and/or correct any deficiencies in the installation, utilize the bonded improvements escrow in accordance with a Bonded Improvements Agreement, to be executed by the Owner and/or Builder at the time of the closing of a Lot sale, not to exceed \$500.00 per driveway entrance.

10. Driveways. The first fifty feet of all driveways and private roads located on the property leading from a public road must be covered in asphalt. All driveways must enter and exit on to either a cul-de-sac street or side street rather than Clair Manor Drive where possible.

11. Diligence. The construction of any building or structure shall be diligently pursued to completion within twelve (12) months after such work has begun.

12. Natural Vegetation. It is declared to be the purpose and intent of Declarant and the Lot owners to generally establish the Property as a development of homesites, utilizing the existing natural vegetation, topography and storm water drainage system to the maximum extent possible. Existing vegetation shall remain

essentially undisturbed. Exceptions to the foregoing shall be permitted where necessary to meet Culpeper County requirements for the construction of driveways, for assuring necessary vehicular sight distances, for fences and for placement of utility services with related and required easements. Where clearing is proposed, excluding areas specifically authorized to be cleared, more latitude will be permitted in the clearing of softwood species than in the case of such hardwood species, such as beech, oak, hickory, poplar, sycamore, and similar species. In addition, this paragraph 11 shall not apply to the clearing or grubbing of trees and shrubs under three inches in diameter at a point one foot above the ground.

To assure compliance with the above, no clearing shall be commenced on any Lot until a site plan showing proposed limits of clearing is submitted to the Architectural Control Committee and is approved pursuant to the terms of this Article V and Article VI. Enforcement of this provision shall rest solely with the Architectural Control Committee.

13. Appearance. Trash, garbage, refuse, and other waste material must be restricted to appropriate and not unsightly storage areas located not less than fifteen (15) feet from the nearest property line and screened by appropriate planting or otherwise.

14. Land Conservation. Each Lot owner shall keep his lot free of trash, debris and rubbish, and shall employ such conservation practices necessary to maintain the proper contour of the land and to prevent erosion.

15. Mowing and Weed Control. In order to maintain the residential character and appearance of the development, all lawns shall be kept mowed to a height not exceeding four (4) inches. Pastures, fields and all other cleared areas shall be cut, mowed or trimmed at least four (4) times a year during the growing season, except that vacant lots need be cut, mowed or trimmed only twice a year. In the event an Owner clears a portion of a Lot, grass shall be planted and maintained as lawn, pasture, or field,

or the area otherwise maintained in keeping with these requirements and the residential character of the development.

16. Parking and Vehicles. Each Owner shall provide and maintain suitable and adequate off street parking spaces on his Lot for the parking of motor vehicles owned by such Owner. Only boats, boat trailers, campers, recreational vehicles, utility trailers and oversized vehicles weighing not in excess of 7,500 pounds gross weight may be maintained on a Lot provided that they are reasonably screened and are not visible from any public street on the Property, however, they may not be parked on any public street on the Property. No disabled vehicles shall be maintained on the Property at any time. No equipment or vehicles weighing in excess of 7,500 pounds gross weight shall be parked on the Property provided that commercial vehicles may remain temporarily on the Property in order to furnish necessary services to an Owner. All vehicles parked on the Property must have current state inspections and state licenses at all times.

17. Signs. No signs whatsoever shall be erected or maintained on any Lot within the Property except:

- a) Entrance signs for the development on Route 692;
- b) Such signs as are required by legal proceedings;
- c) Not more than two (2) residential identification signs each of a combined total face area of seventy-two square inches or less;
- d) During the time of construction of any building or other improvement by an Owner and/or Builder, one job identification sign not larger than forty-eight (48) inches in height by thirty-six (36) inches in width which shall conform to standardized signage approved by the Architectural Control Committee; (See Exhibit B).
- e) Signs which have been approved prior to use by the Architectural Control Committee;
- f) Signs which have been approved by the Declarant; and,
- g) Realtor for sale or rent signs not larger than two feet by three feet.

h) All signs shall be approved by the Architectural Control Committee.

18. Temporary Structures. No trailer, tent, shack, mobile home or any temporary structure shall be used as a residence on any Lot.

19. Resubdivision. No further resubdivision of any of the Lots shall be permitted. The Declarant, in its sole and absolute discretion, may permit a resubdivision of a lot. Boundary line or other adjustments between adjacent and contiguous Lots may be permitted by Declarant. Any such resubdivision or boundary line adjustment shall have the written consent and joinder of Declarant.

20. Utility Easements. (a) The Declarant hereby reserves unto itself, its successors in interest, grantees and assigns, including the Chesapeake and Potomac Telephone Company of Virginia and Rappahannock Electric Cooperative, the following easements for the underground conveyance and use of electricity and telephone systems:

(i) an easement of twenty (20) feet on the front and rear lines of all Lots and five (5) feet on the sidelines of all Lots (partially shown on the Plats) for the purposes of (1) laying, operating and maintaining underground electric and telephone lines within such easements and (2) constructing, operating, maintaining, replacing and removing a communication system consisting of buried cable, buried wires, terminals, and location markers as from time to time required;

(ii) a temporary easement of ten (10) feet for the purpose of placing lines or cables underneath streets located in the Property provided that such easement shall terminate at such time as the streets are accepted by the Virginia Department of Transportation.

(b) These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to

provide economical and safe utility or other such installations and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. No structures, including walls, fences, paving and planting which will interfere with the rights of ingress and egress provided for in this paragraph, shall be erected upon any part of the Property.

(c) The Declarant further reserves unto itself, its successors and assigns, the right to lay, install, construct, operate and maintain one or more lines of underground conduits and cable and other unusual fixtures and appurtenances as may be necessary for the purposes of transmitting and distributing television signals within such easements or within the applicable easements shown on the Plat. Any lines placed on the Property must be buried within 30 days from the time of the use of the easement.

21. Underground Utilities. All telephone, electric, gas and other utility service lines and connections between the main utility and service lines and the residences or other buildings on each Lot (except pedestals, terminals, and transformers) shall be concealed and located underground so as not to be visible, except for temporary service while a residence or appurtenant structure is under construction.

22. Sanitary, Storm Sewer and Water Easements. Declarant reserves to itself the right to grant to the Board of Supervisors of Culpeper County, Virginia, or other governmental body or agency thereof, such sanitary, storm sewer, storm drainage, water line, fire hydrant and other easements as may be required or requested by such governmental body or agency thereof on any Lot.

23. Central Water System. The Owner of a lot, except Lot 19, will be required to obtain water for domestic use on the said lot from the Central Water System owned and operated by Alphin

Corporation, its successors and assigns, and to pay charges for water service as follows:

(a) At time of settlement the Purchaser (Owner) of the Property (Lot) shall pay a connection/tap fee as determined by Alphin Corporation, its successors or assigns;

(b) Thereafter, Owner shall pay for water service at a reasonable rate, subject to a minimum monthly charge, as established by Alphin Corporation, its successors and assigns.

(c) Said consumption rates may be billed monthly, quarterly, or semi-annually at the option of Alphin Corporation, its successor or assigns, and any arrearage shall constitute a lien against the Property.

The Owner agrees that the Central Water System shall be the only source of domestic water supply for said lot as long as said system is operational.

24. Primary Utility Service. The Declarant shall defray the costs of installing any primary underground electric, telephone and cable television service to the subdivision. This provision shall not apply to transformers and "lateral" service to individual homes, which shall be the individual responsibility of the respective Lot owners. The cost of a transformer serving more than one Lot shall be paid for initially by the Lot owner requesting utility service. Each adjacent Lot owner who subsequently connects to and uses such transformer shall reimburse and pay his pro rata share of the cost of the transformer to the Lot owner who initially paid for the installation thereof.

25. Mailboxes. Mailboxes shall be installed in accordance with regulations of the United States Postal Service, Virginia Department of Transportation and Culpeper County. No mailboxes shall be erected or used other than the specific design specified and approved by the Architectural Control Control. See Exhibit Q A. Such mailbox mount and post shall be obtained from Declarant if available.

26. Fences. Construction, location and design of any fence located on the Property must be approved by the Architectural Control Committee. Fences must be constructed of wood, brick, or stone.

27. Excavation. No excavation of stone, gravel or earth shall be made upon any Lot except in connection with the construction of basements, cellars, retaining walls, pools, athletic courts, landscaping, or driveways. All displaced material shall be immediately removed or immediately used. No excavation on the Property shall be commenced without the prior written approval of the Architectural Control Committee.

28. General Use Restrictions.

(a) Swimming Pools. No Owner shall be allowed to erect or maintain an above ground swimming pool on any Lot.

(b) Satellite Dishes and Antenna. No Owner shall erect a satellite dish or free standing antenna on any Lot or on any portion of the Common Areas. An antenna attached to a Residence may be erected subject to the prior written consent of the Architectural Control Committee.

29. Natural Gas Service. If Declarant elects in its sole and absolute discretion, to have a gas utility company install primary gas service for the development, then the Owner of each Lot shall be obligated to and hereby agrees to connect to and utilize gas equipment and appliances for their residences, when constructed, for heating or as required by the applicable regulations of the gas utility company in effect at the time of connection.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Control.

1. No building, fence, wall, landscaping, or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein or repair, change of paint colors, roofs, excavations, changes in grade or other work, which in any

way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration, shall be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee composed of three (3) members. Two sets of any and all proposed plans and specifications must be submitted to the Architectural Control Committee. Such plans and specifications shall include working architectural drawings, complete specifications, a plot plan of the Lot showing the location of the Residence and any other improvements, well and septic systems, driveways, a designation of any trees to be cut, grading, drainage, erosion control and landscaping plans. Working architectural drawings shall mean plans consisting of all elevations, floor plans, foundation plans, sections, and detail sheets prepared and stamped by a licensed architect. "Plot plan" shall mean a plan showing requested information prepared and stamped by a licensed architect or engineer. No submission of any kind shall be accepted for review by the Architectural Control Committee unless it is directly representative of the planned improvements, nor shall it be accepted for review if it has more than two (2) redline corrections. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it by a Builder (or 60 days after submission by an Owner), or in any event, if no suit to enjoin construction has been commenced within 60 days after the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Such approval or disapproval shall be in the sole discretion of the Committee. Any such approval may be made with such conditions as the Committee may require to assure compliance with this Declaration. No construction of any

type shall commence until the plans and specifications therefor have been approved, in writing, by the Committee and a Bonded Improvements Agreement and a Builder's Agreement have been fully executed by the Owner, his Builder and the Association, as applicable.

All plans for submission to the Architectural Control Committee shall become property of the Architectural Control Committee.

2. Color. All exterior walls, regardless of material; used, must be Williamsburg exterior colors, earth-tone colors or such other colors as the Architectural Control Committee may approve.

3. General Residence Style. All residences shall be of Colonial or Traditional Architecture unless the Architectural Control Committee approves a substitute design. All buildings, structures and improvements must show authentic historical detailing, representative of same architectural style or period design.

4. Construction Materials.

(a) Exterior Walls. The exterior walls of all buildings constructed on any Lot, including Residences, garages and outbuildings, shall be either (i) constructed of brick or stone, (ii) covered with solid wood siding, (iii) covered with horizontal hardboard type siding, (iv) covered with horizontal aluminum siding having a minimum gauge of .024 of an inch, or (v) constructed or covered with any other material approved in writing by the Architectural Control Committee. The exposed portion of any horizontal siding may be no more than eight inches in width. The use of any exterior metal materials for construction purposes other than metal clad window frames and aluminum siding is prohibited provided that the Architectural Control Committee may permit the use of such material by express written approval.

(b) Roofs. The roofs of all Residences and other improvements to be constructed on the Property shall consist of either slate or shake or of material fashioned to resemble slate

or shake, standing seam metal roof, or fiberglass or asphalt shingles. All fiberglass roofing shingles must carry minimum weight of 205 pounds per each area of 100 square feet, and all asphalt roofing shingles must carry a minimum weight of 235 pounds per each area of 100 square feet.

Section 2. Architectural Control Committee. The Architectural Control Committee shall consist of three members and shall be entitled to enforce the foregoing reservations and restrictions as provided above. The initial members of the Architectural Control Committee shall be W. Kenneth Alphin, Michael Lysczek and Eric Johnson. The Committee Members shall each serve on the Architectural Control Committee for a term of twelve years beginning on the date of this Declaration (the Twelve Year Period) or until they resign, whichever event first occurs. In the event of the resignation or death of a Committee Member prior to the expiration of the Twelve Year Period, the remaining Committee Members shall appoint a successor to serve for the remainder of the Twelve-Year Period or for a term of such duration as the remaining Committee Members may determine. Upon the expiration of the Twelve Year Period or in the event that all Committee Members resign simultaneously during the Twelve Year Period, the Board of Directors of the Association shall appoint three Committee Members to serve for a term, the duration of which shall be determined by the Board of Directors.

Section 3. Rules. From time to time the Board of Directors shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and the well-being of Owners, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, solar panels, signs, trash and trash containers, maintenance and removal of vegetation on the Property, and the type and manner of application of fertilizers or other chemical treatments to the Property.

Section 4. Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied

by this Article VI, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Declarant is engaged in developing or improving any portion of the Property, the Declarant shall be exempted from Rules affecting movement, disposition, and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model homes. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of the Property.

Section 5. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Declaration shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Declaration, including the failure to perform necessary exterior maintenance in a timely fashion, then the same shall be considered to have been undertaken in violation of this Declaration and without the approval of the Architectural Control Committee required herein, and, upon written notice from the Architectural Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and when so assessed, a

statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6. Liability. Neither the Architectural Control Committee, Association, Declarant nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, or specifications, whether or not acceptable or unacceptable, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and, (iii) the development of any property. Without in any way limiting the generality of any of the foregoing provisions on this Section, the Architectural Control Committee, or any member thereof, may, but is not required to, consult with or hear the views of any Owner with respect to any plans, specifications, or any other proposal submitted to the Architectural Control Committee.

The Architectural Control Committee, Association, Declarant or any member thereof shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common areas or community facilities, or from any wire, pipe, drain, conduit or the like. The Architectural Control Committee, Association, Declarant or any member thereof shall not be liable to any member of the Association for loss or damage, by theft or otherwise, of articles

which may be stored upon the common areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, or from any action taken by the Association or Declarant to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VII

Section 1. Reservation of Easement Rights by the Declarant.

The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the common areas and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, waterlines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private to the community and to other property adjacent to, or in the vicinity of, the community. By virtue of this easement, it shall be expressly permissible for the Declarant or the providing utility or service company with the consent of the Declarant to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of homes, provided such company restores as nearly as is practicable all disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph: (1) no sanitary sewers, storm water drainage facilities, electrical lines, water lines, gas lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the

Declarant prior to the conveyance of the first Lot to an Owner or Builder or by the Association thereafter, and (2) it shall not be construed to apply to the relocation, installation or removal of utility lines within a home which serve only that unit. This easement shall in no way affect any other recorded easements on the Properties. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the common areas and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

Section 2. Easements to Correct Drainage. For a period of seven (7) years from the date of recordation of this Declaration, the Declarant reserves an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, perform any grading of the land, 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 practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights. Notwithstanding any provisions of this Declaration or of any Supplementary Declaration, so long as the Declarant or Builders are engaged in developing or improving any portion of the Property, the Declarant and Builder and their employees, agents, and assigns shall have an easement of ingress, egress, and use over any portion of the Property not conveyed as a Lot to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and

promotional signs, and (3) conduct of sales activities, including maintenance of model homes. Such easement shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of the Property.

Section 4. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of this Declaration, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) performing such maintenance as is required by this Declaration for such Lot, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 6. Entrance Features, Fence and Landscaping Easement. The Declarant hereby reserves unto itself, its successors and assigns, including all Owners and the Association, an easement on Lots 1 through 74, CLAIRMONT MANOR, and any others designated by Declarant, for the construction and maintenance of entrance features and sign, fence, and landscaping. The easement for maintenance and preservation of the entrance features, sign, fence, and landscaping, shall include the right to enter on the Lots by workmen and the use of tools as are necessary to maintain and preserve the entrance features, sign, fence, and landscaping, in their condition upon initial completion. It shall be the responsibility of the Association to maintain all entrance features, fencing, signage and landscaping on the easements initially constructed and planted by Declarant. This easement

shall include an area of thirty (30) feet outside the right-of-way line of all state roads within the project, including Route 692. Such thirty (30) foot easement area shall be kept mowed to within four (4) inches in height and maintained at all times by the Association. All landscaping within said easement areas shall be maintained and replaced, if necessary, by the Association.

Section 7. Easements for Utilities and Related Purposes.

The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements, and rights-of-way over the Common Areas and community facilities for sewer lines water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provisions of utility services to the subdivision as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and community facilities and for the preservation of the health, safety, convenience and welfare of the owners of the lots or the Declarant.

Section 8. Driveway Restriction. For Lots 1 and 68, no driveways or points of access shall be permitted which enter onto Old Orange Road (State Route 692). Lots 1, 2, 3, 4, 5, 20, 21, 22, 23, 24, 25, 26, 27, 28, 45, 55, 56, 57, 65, 66, 67, 68, shall, by necessity, be permitted to originate/terminate driveways on Clairmont Manor Drive. All lots, with the exception of those previously listed, are prohibited from originating or terminating driveways on Clairmont Manor Drive.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 Declaration. Failure by the Association 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Reservation. Declarant for a period of seven (7) years from the date of recordation of this Declaration, reserves the right to make changes, modification and/or exceptions to any of the above covenants, conditions, restrictions or reservations contained herein, when, in its sole discretion, such changes, modifications and/or exceptions will not defeat or alter the purposes or will improve the clarity or effectiveness of this Declaration. This right may be exercised either before or after the conveyance of any Lot and without a joinder of the Owner of any such Lot conveyed.

Section 4. Annexation. If within seven (7) years of the date of incorporation of the Association, the Declarant should develop additional lands within the vicinity of the Property, such additional lands may be annexed to the Property without the assent of the Class A members. The Common Areas and/or residential property so annexed shall be governed by the terms of this Declaration or a Supplementary Declaration and the Owners of the annexed residential property shall also be governed by the provisions of this Declaration or Supplementary Declaration. Subsequent to this seven (7) year period, the Association may annex additional Common Areas and/or residential properties which are contiguous to the Property, provided that any annexation shall have the assent of more than two-thirds (2/3) vote of those members eligible to vote. The Common Areas and/or residential properties so annexed shall be governed by the terms of this Declaration or a Supplementary Declaration, and the Owners of the annexed residential properties shall also be governed by the provisions of this Declaration or Supplementary Declaration.

The Supplementary Declaration which subjects additional property to the Declaration shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such Supplementary Declaration. The Supplementary Declaration may contain such complementary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed.

Section 5. Incorporation of Agreements. The Bonded Improvements Agreement and Builder's Agreement referred to herein, are incorporated herein by reference and expressly made a part of the covenants, conditions and restrictions of this Declaration.

Section 6. Covenants to Run with Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years, unless amended as hereinafter provided.

Section 7. Amendment. Article VIII may not be amended. All other Articles of this Declaration may be amended during the first twenty (20) year period, and any extensions thereof, by an instrument signed by the record title owners holding at least seventy-five per centum (75%) of the votes in the Association. Notwithstanding any provision hereinto the contrary, no amendment shall be made or be binding during the first twenty (20) year period of this Declaration unless such amendment has been agreed to and consented to in writing by the Declarant.

IN WITNESS WHEREOF, ALPHIN CORPORATION, a Virginia corporation, has caused these presents to be signed in its corporate name by its President by due authority, this 20th day of October 1989.

ALPHIN CORPORATION,
a Virginia Corporation,
by: [Signature] PRESIDENT
W. Kenneth Alphin
President

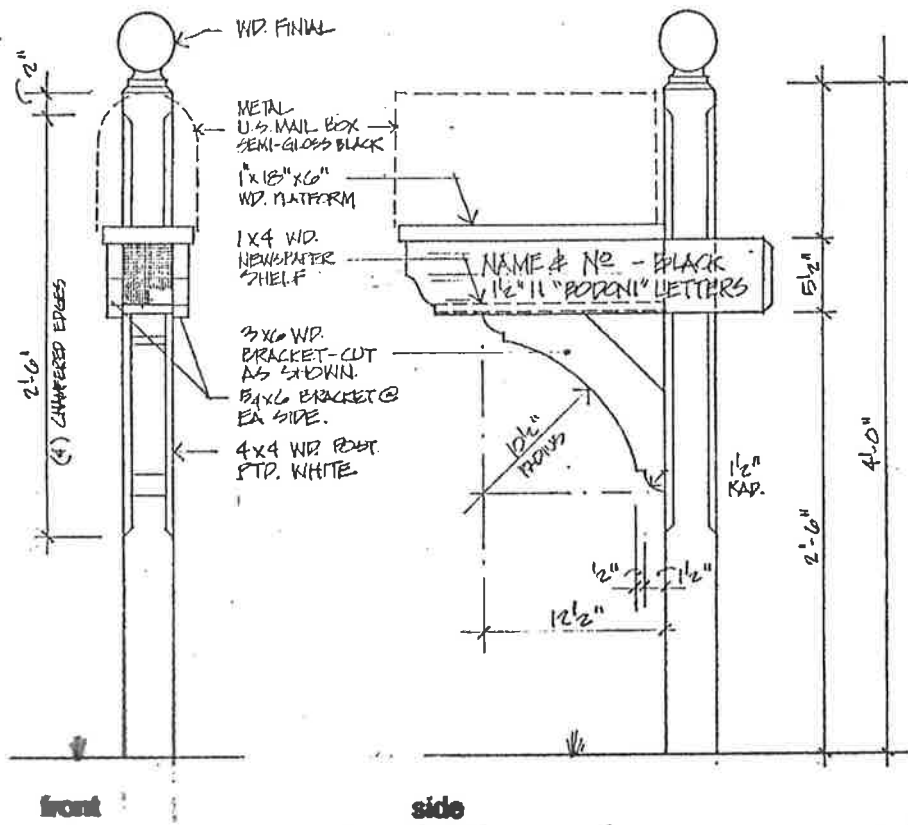
COMMONWEALTH OF VIRGINIA
County of Culpeper, to-wit:

I, Dorinda D. Fuchs, a Notary Public in and for the jurisdiction aforesaid, hereby certify that W. Kenneth Alphin, President whose name is signed to the foregoing Declaration, as President of Alphin Corporation, has acknowledged the same before me in the aforesaid jurisdiction this 20th day of October, 1989.

My commission expires: August 21, 1992
Dorinda D. Fuchs
Notary Public



EXHIBIT "A"



AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND EASEMENTS OF
CLAIRMONT MANOR SUBDIVISION

This Amendment made this 23rd day of March, 1990,
by ALPHIN CORPORATION, a Virginia corporation, herein
referred to as "Declarant,"

W I T N E S S E T H :

WHEREAS, the Declarant caused a certain Master
Declaration of Covenants, Conditions, Reservations,
Restrictions and Easements of Clairmont Manor Subdivision,
Culpeper County, Virginia, dated October 20, 1989, to be
recorded in the Office of the Clerk of the Circuit Court of
Culpeper County in Deed Book 523, page 796; and

WHEREAS, Declarant in Article VIII, Section 3 of
the said Master Declaration of Covenants, Conditions,
Reservations, Restrictions and Easements of Clairmont Manor
Subdivision reserved unto itself the right to make changes,
modifications and/or exceptions to any of the covenants,
conditions, reservations or restrictions contained therein,
in its sole discretion; and

WHEREAS, the Declarant wishes to make certain
changes to the restrictions and reservations of utility
easements as found in Article V, Sections 20, 21 and 27, to
add Section 30 to Article V concerning additional utility
easements, and to modify Section 12 of Article V.

NOW, THEREFORE, pursuant to and in compliance with
Article VIII, Section 3 of the said Master Declaration of

Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision, the Declarant hereby amends the said Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision as follows:

1. Article V, Sections 20, 21 and 27 of the said Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision, dated October 20, 1989, and recorded in said Clerk's Office in Deed Book ⁴²³523, page 796, are hereby deleted in their entirety and Article 4, Sections 20, 21 and 27, as set forth on Exhibit A attached hereto, are hereby recorded and substituted in lieu thereof.

2. The second paragraph of Article V, Section 12 of the Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision dated October 20, 1989 and recorded in the aforesaid Clerk's Office in Deed Book ⁴²³523, page 796, is hereby deleted in its entirety and the paragraph, as set forth on Exhibit B attached hereto, is hereby recorded and substituted in lieu thereof.

3. Article V, Section 30, as set forth on Exhibit C attached hereto, is hereby recorded and added to the Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision, dated October 20, 1989, and recorded in said Clerk's Office in Deed Book ⁴²³523, page 796.

Except as modified by this Amendment, all of the terms and provisions of said Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by W. Kenneth Alphin, President of Alphin Corporation.

ALPHIN CORPORATION

By: [Signature]
W. Kenneth Alphin, President

STATE OF VIRGINIA
County of Culpeper, to-wit:

The foregoing Amendment to Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision was acknowledged before me this 23rd day of March, 1990, by W. Kenneth Alphin as President of Alphin Corporation.

[Signature]
Notary Public

My Commission Expires: 8/18/92

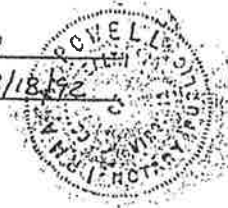


EXHIBIT A

20. Utility Easements. (a) The Declarant hereby reserves unto itself, its successors in interest, grantees and assigns, including the Chesapeake and Potomac Telephone Company of Virginia and Rappahannock Electric Cooperative, the following easements for the underground and overhead conveyance and use of electricity and telephone systems:

(i) an easement of twenty (20) feet on the front and rear lines of all Lots and seven and one-half (7.5) feet on the sidelines of all Lots (partially shown on the Plats) for the purpose of (1) laying, operating and maintaining underground telephone lines within such easements, and (2) constructing, operating, maintaining, replacing and removing a communication system consisting of buried cable, buried wires, terminals, and location markers as from time to time required;

(ii) a permanent easement of right of way twenty (20) feet in width parallel and adjacent to all street and road rights of way and/or ingress-egress easements and parallel to all rear lot lines for the purpose of the construction, operation, and maintenance of an underground electric transmission or distribution system including installing transformers, distribution and consumer supply lines and any other related electrical supply equipment including all appurtenances and attachments desirable in connection therewith.

(iii) a permanent easement or right of way along all side and common lot boundaries seven and one-half (7.5) feet in width for the purpose of the construction, operation and

maintenance of an underground electric transmission or distribution system including installing transformers, distribution and/or transmission lines, consumer supply lines and any other related electrical supply equipment including all appurtenances and attachments desirable in connection therewith.

(iv) a permanent overhead right of way, traversing lots 14, 16, 19 and 53 as designated on drawing dated September 7, 1989, and attached hereto as an exhibit, forty (40) feet in width (twenty (20) feet each side of the facility) for the purpose of the construction, operation and maintenance of an overhead electric transmission or distribution system including installing distribution poles, guys, anchors, conductors, consumer supply lines and appurtenances.

(v) a permanent easement of right of way which shall include the entire width and length of all streets and road rights of way and/or ingress-egress easements for the purpose of installing wireways, conduits, and cables across the roadway and the parallel installation of distribution and/or transmission lines and cables which shall be placed beyond the roadway pavement edge.

(b) These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to keep the easement clear of all buildings or structures, make any gradings of the soil, to trim or fell any tree outside the easements which in the opinion of Declarant and its assigns, including Rappahannock Electric Cooperative, constitutes a hazard to or may endanger the

safe and proper operation of any facilities installed on said easements, or to take any other similar action reasonably necessary to provide economical and safe utility or other such installations and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. No structures, including walls, fences, paving and planting which will interfere with the rights of ingress and egress provided for in this paragraph, shall be erected upon any part of the Property. For the purpose of constructing, inspecting, maintaining or operating its facilities, the Declarant and its assigns, including Rappahannock Electric Cooperative, shall have the right of ingress to and egress from the said easements.

(c) Irrespective of any language contained in these covenants to the contrary, including that language contained in Article VIII, any easement granted to Rappahannock Electric Cooperative by Declarant or its successors by separate written instrument shall not be modified or rescinded except upon the written agreement and consent of Rappahannock Electric Cooperative.

(d) The Declarant further reserves unto itself, its successors and assigns, the right to lay, install, construct, operate and maintain one or more lines of underground conduits and cable and other unusual fixtures and appurtenances as may be

necessary for the purposes of transmitting and distributing television signals within such easements or within the applicable easements shown on the Plat. Any lines placed on the Property must be buried within thirty (30) days from the time of the use of the easement.

21. Underground Utilities. All telephone, electric, gas and other utility service lines and connections between the main utility and service lines and the residence or other buildings on each Lot (except pedestals, terminals, and transformers) shall be concealed and located underground so as not to be visible, except for temporary service while a residence or appurtenant structure is under construction and further except for permanent overhead electric utility facilities, including distribution poles, guys, anchors, conductors, consumer supply lines and appurtenances located and visible on lots 14, 16, 19 and 53.

27. Excavation. No excavation of stone, gravel or earth shall be made upon any Lot except in connection with the construction of basements, cellars, retaining walls, pools, athletic courts, landscaping, or driveways and/or the installation, maintenance, repair and replacement of electric utility facilities. All displaced material shall be immediately removed or immediately used. No excavation on the Property shall be commenced without the prior written approval of the **Architectural Control Committee, except that Rappahannock Electric Cooperative or its agents may excavate upon those**

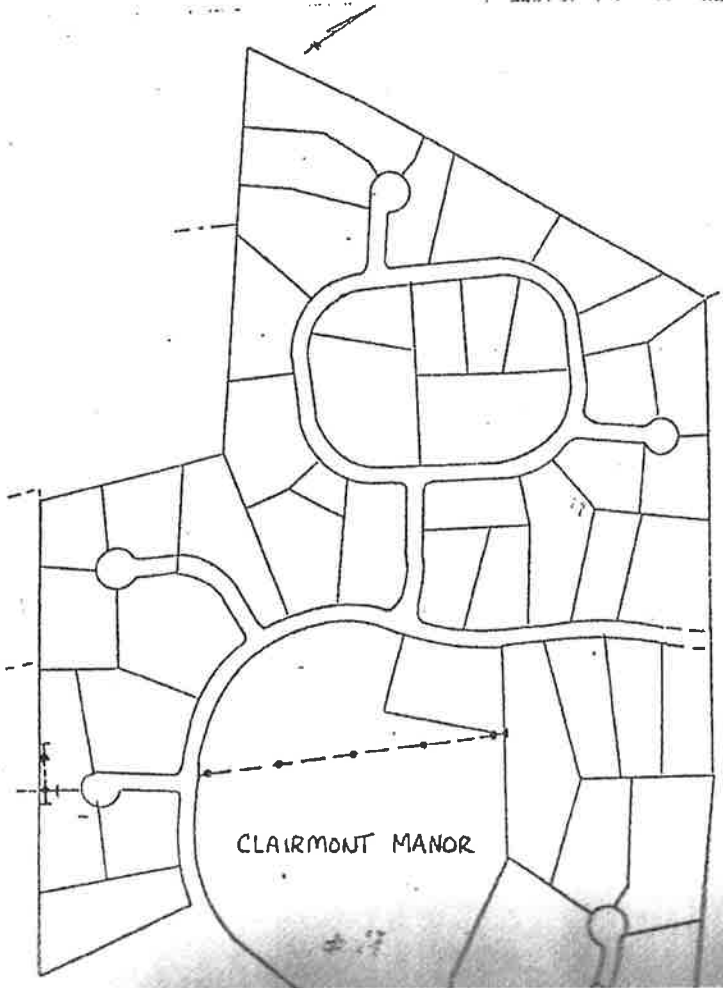
easements granted unto it without the necessity of obtaining any further approval from any source whatsoever.

RAPPAHANNOCK ELECTRIC COOPERATIVE
Sketch and Right of Way Easement Data

Date September 7th 1989 Overhead Job No. _____
Underground Job No. _____
Underground primary (width) 15 ft. (15 ft. each side)
Overhead primary (width) 40 ft. (20 ft. each side)
service (width) _____ ft. (_____ ft. each side)

(I) (We), the undersigned, approve the right of way easement proposed on my/our property as to location, route, width, and clearing of trees and shrubs.

Landowner [Signature] Mag. Dist. Cedar Mt
County Culpeper
Landowner _____ Map 212-2

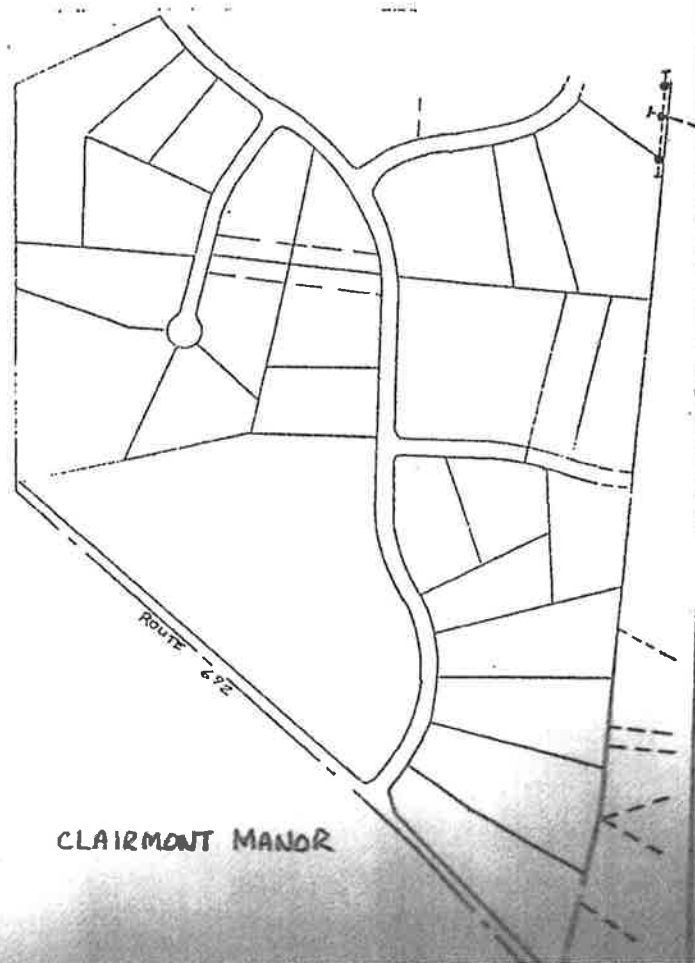


RAPPAHANNOCK ELECTRIC COOPERATIVE
Sketch and Right of Way Easement Data

Date	<u>September 7th 1989</u>	Overhead Job No.	_____
		Underground Job No.	_____
<u>underground</u> primary (width)	<u>15</u> ft.	(<u>7.5</u> ft. each side)	
<u>Overhead</u> primary (width)	<u>40</u> ft.	(<u>20</u> ft. each side)	
service (width)	_____ ft.	(_____ ft. each side)	

(I) (We), the undersigned, approve the right of way easement proposed on my/our property as to location, route, width, and clearing of trees and shrubs.

Landowner *[Signature]* Mag. Dist. Cedar Mt.
 Landowner _____ County Culpeper
 Map 212-2



CLAIRMONT MANOR

EXHIBIT B

To assure compliance with the above, no clearing shall be commenced on any lot until a site plan showing proposed limits of clearing is submitted to the Architectural Control Committee and is approved pursuant to the terms of this Article V and Article VI, except that this requirement shall not apply to Rappahannock Electric Cooperative and its agents when undertaking to clear any easement granted or reserved unto Rappahannock Electric Cooperative. Enforcement of this provision shall rest solely with the Architectural Control Committee.

EXHIBIT C

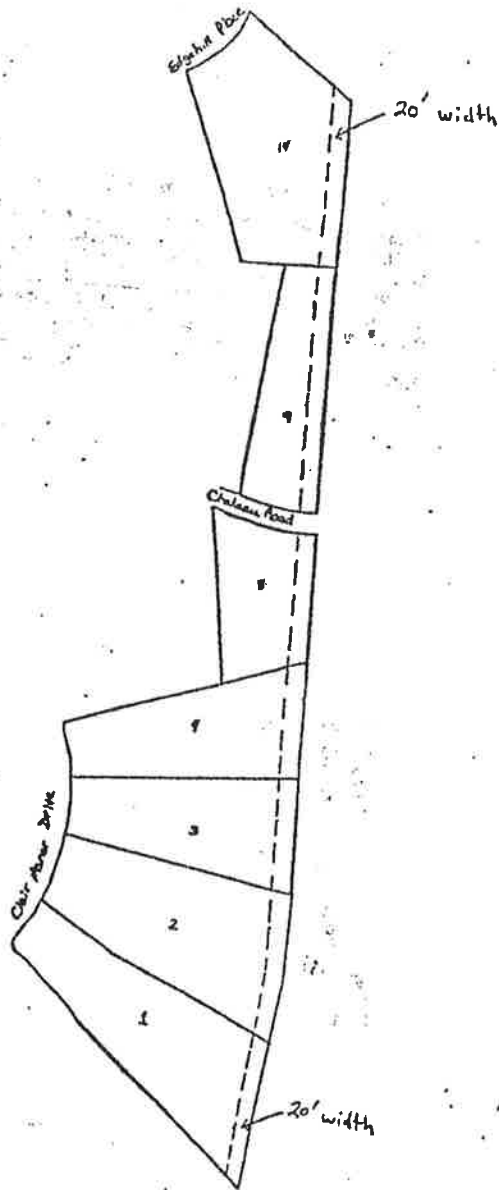
ARTICLE V

30. Additional Utility Easements.

(a) The Declarant hereby reserves unto itself, its successors in interest, grantees and assigns, including Charles D. Shipe and Frank C. Maruca, Jr., Trustees, the following easements for underground conveyance and use of utilities, including but not limited to, water, sewer, electric and cablevision:

1. The 20 foot permanent easement as hereinafter described on the plat attached hereto, over Lots 1, 2, 3, 4, 8, 9 and 14, said easements shall be solely for the construction, maintenance and repair of underground utilities, including but not limited to, water, sewer, electric and cablevision, the location and width thereof of said easements is to be as shown on the attached plat;

2. The future use of the said easement area by the Declarant or its successors in title shall be limited to those uses which will not unreasonably interfere with the existence or maintenance of said utilities, and no buildings or other structures are to be constructed or placed on, or across, the said easement area, except fences, Chateau Road and the temporary cul-de-sac thereon, and existing easements as shown on a plat of survey entitled "Clairmont Manor" by Greenhorne & O'Mara, CLS, dated June 16, 1989, and recorded in the said Clerk's Office in Plat Cabinet _____, Sheets _____, may be placed within said easement area.



FIGURE

VIRGINIA: Clerk's Office, Circuit Court of Outpaper County

301 Clerk	\$19.00	The foregoing instrument was presented, and with the certificate annexed, admitted to record on the <u>29</u> day of <u>March</u> , 19 <u>90</u> at <u>8:59 A.</u> m., after payment of fees and costs as shown.
039 St. Grantee	_____	
213 Co. Grantee	_____	
212 Transfer	_____	
038 St. Grantor	_____	
220 Co. Grantor	_____	Testo: <u>[Signature]</u> Clerk / Deputy Clerk
TOTAL	\$19.00	

ANY COVENANT, CONDITION OR RESTRICTION IN THIS DOCUMENT INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 U.S.C. § 3601 UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION (A) NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER 42 U.S.C. § 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.

Ret To John Bennett
Delivered 9/19/92

BOOK 482 PAGE 462

VACATION, MODIFICATION AND DECLARATION OF COVENANTS and RESTRICTIONS OF CERTAIN LOTS OF CLAIRMONT MANOR SUBDIVISION made by SKS, a Virginia General Partnership, Grantor, (herein called "SKS"), this 10th day of June, 1992, which provides as follows:

WHEREAS, SKS, a Virginia General Partnership, did by deed dated April 29, 1992, recorded in Deed Book 474, page 786 acquire the hereinafter named lots of Clairmont Manor Subdivision; and

WHEREAS, by operation of law such lots were conveyed to SKS free of the Master Declaration of Covenants in Deed Book 423, page 769, (herein called "Master Declaration"), and free of the restrictions contained in the Deed of Dedication in Deed Book 416, page 755, (herein called "Deed of Dedication"), or alternatively, SKS has by operation of law succeeded to the rights of Alphin Corporation; and

WHEREAS, SKS is now desirous of adopting and modifying certain of the covenants and conditions set forth in the instruments recorded in Deed Book 423, page 769 and Deed Book 416, page 755 as is more fully set forth herein; and

WHEREAS, there are no liens against the lots hereafter mentioned.

WITNESSETH:

1. SKS, a Virginia General Partnership, for itself, and by operation of law as successor in interest to Alphin Corporation, and as successor declarant, hereby adopts, readopts

and confirms the provisions of the Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision recorded in Deed Book 423, page 769 and the provisions of the Deed of Dedication, Subdivision and Easement recorded in Deed Book 416, page 754 except as expressly or by implication modified, vacated or supplemented herein, reserving unto itself and its successors or assigns the further right to modify, vacate, amend, or supplement all or any portion of the above as they may deem necessary for the orderly development of such property.

2. This vacation, modification and declaration shall operate so as to affect all the lots and parcels described in the attached Exhibit A.

3. Article I, Section 4 "Common Area" of the Master Declaration and the Deed of Dedication is hereby vacated to the extent Lot 68 is dedicated to open space, private park, recreational facility, other amenity or common area, or the use of Lot 68 is restricted to non-residential purposes or is not further subdividable. SKS hereby dedicates Lot 68 as a residential building lot and reserves unto itself and its successors in title to Lot 68 the right to further subdivide Lot 68 into additional residential lots.

4. Article 6, Section 2 of the Master Declaration is hereby modified to the extent that the Architectural Control Committee shall henceforth consist of C. Elwood Smoot, C. Elwood Smoot, Jr. and Hunter Spencer. Plans and specifications shall be

submitted to the committee at 1418 Orange Road, Culpeper, Virginia 22701, by certified mail return receipt requested.

5. Article III, Section 3 of the Master Declaration is hereby amended to add the following: The initial Board of Directors shall consist of C. Elwood Smoot, C. Elwood Smoot, Jr. and Joseph C. Kincheloe who shall serve for a period of three years from the date hereof. Thereafter, the Board of Directors shall be elected by majority vote of the Association.

6. Article IV, Section 10 of the Master Covenants, "Builders and Owner's Initial Capital Contribution" is hereby vacated and deleted.

7. Article V, number 15 of the Master Covenants, is hereby vacated and deleted. In its place, as number 15, the following shall be substituted: "All grass and vegetative covers shall be mowed and trimmed as follows:

- a) for all unsold lots, at least 3 times a year.
- b) for lots sold, but with no improvements under construction, at least once a month during the growing season, but in no event shall the grass or vegetative cover exceed 8 inches in height.
- c) for lots with improvements under construction or completed, the grass or vegetative cover shall not exceed 4 inches in height for the lawn area surrounding the house and improvements, and 8 inches on the rest of the lot.
- d) each owner or builder shall be responsible for mowing and trimming the grass and vegetative cover from the property

line of each lot to and including the edge of the paved or graveled roadway of all streets within Clairmont Manor Subdivision.

8. Article V, number 23, subparagraph (a) is hereby amended to the following: "Each lot owner shall pay unto SKS or their assigns within two years of the recordation of their deed, or as a precondition to their hook-up to the central water system, whichever shall first occur, the sum of \$2,000 as a connection/tap fee which shall be nonrefundable. SKS and its assign reserves the right to change the connection/tap fee for any unsold lot. If the connection/tap fee is not timely paid, the owner or his successor in title shall pay all costs of collection including attorney's fees of 33 1/3% and interest from the date due at a rate equal to an annual rate of 18%.

9. Article V, number 23, subparagraph (b) is hereby amended to provide that such monthly charges shall not exceed the rates then charged by the Town of Culpeper for comparable water service including the Town's monthly minimum.

10. Article VI, Section 1, number 2 is hereby vacated and deleted and in its place shall be the following: "Exterior Walls. All exterior walls, whether original or replacement construction, shall be of such materials and of such colors and textures as shall be approved by the Architectural Control Committee."

11. Article VI, Section 1, number 3 is hereby vacated and deleted and in its place shall be the following: "General

BOOK 482 PAGE 466

Residence Style. The general appearance and architecture and exterior appearance of each residence or other improvement shall be approved by the Architectural Control Committee in accordance with the provisions and procedures of Article VI, Section 1, number 1."

12. Article VI, Section 1, numbers 4(a) and 4(b) are hereby vacated and deleted and in its place shall be the following: "All construction materials including among other things the materials for exterior walls and roofs shall be approved by the Architectural Control Committee.

Witness the following signatures.

SKS, a Virginia General Partnership

BY: C. Edward Smith
General Partner

BY: J. H. Smith
General Partner

BY: C. Edward Smith
General Partner

EXHIBIT A

Legal Description

lots 2-18, inclusive, 21-26, inclusive, 28-30, inclusive, 32, 33, 35, 38-41, inclusive, 43, 44, 46, 51, 57, 58, 59, 64-73, inclusive, WELL LOTS A and B, Clairmont Manor, as the same are duly dedicated, platted, and recorded in that certain DEED OF DEDICATION, SUBDIVISION AND EASEMENT recorded in Deed Book 416, at Page 754, among the Land Records of Culpeper County Virginia, as amended by virtue of that certain amended DEED OF DEDICATION recorded in Deed Book 419, at Page 601, among the Land Records of Culpeper County Virginia;

and

LOTS 48R, 52R, 53R, 55R, 56R, 60R, and 61R as the same are duly dedicated, platted, and recorded in that certain DEED OF DEDICATION, SUBDIVISION AND EASEMENT recorded in Deed Book 416, at Page 754, among the Land Records of Culpeper County Virginia, as amended by virtue of that certain AMENDED DEED OF DEDICATION recorded in Deed Book 419, at Page 601, among the Land Records of Culpeper County Virginia; and as further amended by virtue of that certain DEED OF BOUNDARY SETTLEMENT AND AGREEMENT recorded in Deed Book 442, at Page 364, among the Land Records of Culpeper County Virginia;

LESS AND EXCEPT that portion of property of LOT 48R that adjoins LOT 47R and which was added to LOT 48R by virtue of that certain DEED OF BOUNDARY SETTLEMENT AND AGREEMENT recorded in Deed Book 442, at Page 364, among the Land Records of Culpeper County Virginia.

STATE OF VIRGINIA
COUNTY OF CULPEPER, to-wit:

The foregoing instrument was acknowledged before me
by C. ELWOOD SMOOT, GENERAL PARTNER; JOSEPH C. KINCHELOB, GENERAL
PARTNER; and C. ELWOOD SMOOT, JR., GENERAL PARTNER, of SKS, a
Virginia general partnership, this 15th day of July, 1992.

My commission expires: March 31, 1994.

I was commissioned as Eileen Rhodes.

Eileen Sisk
Notary Public



VIRGINIA Clerk's Office, Circuit Court of Culpeper County

301 Clerk	\$ 15.00	The foregoing instrument was presented, and with the certificate annexed, admitted to record on the <u>28</u> day of <u>July</u> 1992, at <u>11:30 P.M.</u> , after payment of fees and costs as shown.
039 St. Grantee	_____	
213 Ca. Grantee	_____	
212 Transfer	_____	
038 St. Grantor	_____	
220 Ca. Grantor	_____	
145 VSLF	<u>1.00</u>	
TOTAL	\$ <u>16.00</u>	

Filed: Patricia M. Payne
Clerk/Deputy Clerk
95

ANY COVENANT, CONDITION OR RESTRICTION IN THIS DOCUMENT
INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED
ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR
NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 U.S.C. § 3604,
UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION (A) IS
NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER
42 U.S.C. § 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT
DISCRIMINATE AGAINST HANDICAPPED PEOPLE.

SET 4 6 Pages

BOOK 484 PAGE 203

SECOND VACATION, MODIFICATION AND DECLARATION OF COVENANTS
and RESTRICTIONS OF CERTAIN LOTS OF CLAIRMONT MANOR SUBDIVISION
made by SKS, a Virginia General Partnership, Grantor, (herein
called "SKS"), this 17th day of September, 1992, which provides
as follows:

WHEREAS, SKS, a Virginia General Partnership, did by deed
dated April 29, 1992, recorded in Deed Book 474, page 786 ac-
quire the hereinafter named lots of Clairmont Manor Subdivision;
and

WHEREAS, by operation of law such lots were conveyed to
SKS free of the Master Declaration of Covenants in Deed Book
423, page 769, (herein called "Master Declaration"), and free of
the restrictions contained in the Deed of Dedication in Deed
Book 416, page 755, (herein called "Deed of Dedication"), or
alternatively, SKS has by operation of law succeeded to the
rights of Alphin Corporation; and

WHEREAS, SKS is now desirous of adopting and modifying
certain of the covenants and conditions set forth in the
instruments recorded in Deed Book 423, page 769 and Deed Book
416, page 755 as is more fully set forth herein; and

WHEREAS, SKS has heretofore executed and recorded a
Vacation, Modification and Declaration of Covenants and
Restrictions of certain lots of Clairmont Manor Subdivision
dated June 10, 1992, and recorded in Deed Book 482, page 462;
and

Return To: John C. Bennett
Attorney at Law
Del. 10-1-92

JOHN C. BENNETT
ATTORNEY AT LAW
CULPEPER, VIRGINIA 22761

WHEREAS, by paragraph 1 of said Vacation, Modification and Declaration, SKS further reserved unto itself the right to further modify, vacate, amend, or supplement such covenants; and

WHEREAS, there are no liens against the lots hereafter mentioned.

WITNESSETH:

1. SKS, a Virginia General Partnership, for itself, and by operation of law as successor in interest to Alphin Corporation, and as successor declarant, hereby vacates and deletes ARTICLE VI "ARCHITECTURAL CONTROL", Section 1, "Control", Paragraph 1 beginning "No building, fence, wall, . . ." and ending with "shall become property of the Architectural Control Committee." in its entirety.

2. SKS hereby declares and substitutes in the place of the above paragraph number 1 the following:

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Control.

"1. No building, fence, wall, landscaping, or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein or repair, change of paint colors, roofs, excavations, changes in grade or other work, which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state,

existing on the date such property was first subject to this Declaration, shall be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee composed of three (3) members. Two sets of any and all proposed plans and specifications must be submitted to the Architectural Control Committee. Such plans and specifications shall include working architectural drawings, complete specifications, a plot plan of the Lot showing the location of the Residence and any other improvements, well and septic systems, driveways, a designation of any trees to be cut, grading, drainage, erosion control and landscaping plans. "Working architectural drawings" shall mean plans consisting of all elevations, floor plans, foundation plans, sections, and detail sheets prepared by the owner, builder or an architect. "Plot plan" shall mean a plan showing the requested information prepared and stamped by an architect or engineer. In lieu of a "plot plan", the Architectural Control Committee may, in its sole discretion, accept a written statement or sketch from the owner or owner's representative showing all information set forth above with the house corners and any other building corners described or shown staked out on the lot. No submission of any kind shall be accepted for review by the Architectural

JOHN C. BENNETT
ATTORNEY AT LAW
CULPEPER, VIRGINIA 22701

Control Committee unless it is directly representative of the planned improvements, nor shall it be accepted for review if it has more than two (2) redline corrections. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it by a Builder (or 60 days after submission by an Owner), or in any event, if no suit to enjoin construction has been commenced within 60 days after the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Such approval or disapproval shall be in the sole discretion of the Committee. Any such approval may be made with such conditions as the Committee may require to assure compliance with this Declaration. No construction of any type shall commence until the plans and specifications therefor have been approved, in writing, by the Committee and a Bonded Improvements Agreement and a Builder's Agreement have been fully executed by the Owner, his Builder and the Association, as applicable.

All plans for submission to the Architectural Control Committee shall become the property of the Architectural Control Committee."

3. This vacation, modification and declaration shall operate so as to effect all the lots and parcels described in the attached Exhibit "A", it being the intention of SKS for such modification to effect all parcels now owned by it in Clairmont Manor Subdivision.

4. SKS reserves unto itself and its successors or assigns the further right to modify, vacate, amend, or supplement all or any portion of the above as they may be necessary for the orderly development of such property.

Witness the following signature and seal:

SKS, a Virginia General Partnership

BY: C. Elwood Swoot (SEAL)
General Partner

STATE OF VIRGINIA
COUNTY OF CULPEPER, to-wit:

The foregoing instrument was acknowledged before me by
C. Elwood Swoot, General Partner of
SKS, a Virginia General Partnership, this 18th day of September, 1992.

My commission expires: MARCH 22, 1993

Mary Ann Peckerson
Notary Public



JOHN C. BENNETT
ATTORNEY AT LAW
CULPEPER, VIRGINIA 22701

EXHIBIT "A"
Legal Description.

Lots 2-18, inclusive, 21-26, inclusive, 28-30, inclusive, 32, 33, 35, 38-41, inclusive, 43, 44, 46, 51, 57, 58, 59, 64-73, inclusive, WELLS LOTS A and B, Clairmont Manor, as the same are duly dedicated, platted, and recorded in that certain DEED OF DEDICATION, SUBDIVISION AND EASEMENT recorded in Deed Book 416, at Page 754, among the Land Records of Culpeper County Virginia, as amended by virtue of that certain AMENDED DEED OF DEDICATION recorded in Deed Book 419, at Page 601, among the Land Records of Culpeper County Virginia;

and
LOTS 48R, 52R, 53R, 55R, 56R, 58R, and 61R as the same are duly dedicated, platted, and recorded in that certain DEED OF DEDICATION, SUBDIVISION AND EASEMENT recorded in Deed Book 416, at Page 754, among the Land Records of Culpeper County Virginia, as amended by virtue of that certain AMENDED DEED OF DEDICATION recorded in Deed Book 419, at Page 601, among the Land Records of Culpeper County Virginia; and as further amended by virtue of that certain DEED OF BOUNDARY SETTLEMENT AND AGREEMENT recorded in Deed Book 442, at Page 364, among the Land Records of Culpeper County Virginia;

LESS AND EXCEPT that portion of property of LOT 48R that adjoins LOT 47R and which was added to LOT 48R by virtue of that certain DEED OF BOUNDARY SETTLEMENT AND AGREEMENT recorded in Deed Book 442, at Page 364, among the Land Records of Culpeper County Virginia.

LESS AND EXCEPT Lot 38, Clairmont Manor conveyed to Jonathan M. Brick, et ux, by deed from SKS, a Virginia General Partnership, dated August 19, 1992, and recorded in the Clerk's Office of the Circuit Court of Culpeper County, Virginia.

30:1	14.00	Clerk of Circuit Court of Culpeper County
039 SL Grantor		for foregoing instrument was presented,
213 Co Grantee		and with the certificate annexed, admitted
212 Transfer		to record on the <u>21</u> day of
038 SL Grantor		<u>Sept</u> 19 <u>92</u> at
220 Co Grantor		<u>3:39 P.M.</u> , after payment of
145 VSLF	1.00	fees and costs as shown.
TOTAL	\$15.00	Test: <u>Diana S. McCall</u> Clerk/Deputy Clerk

ANY COVENANT, CONDITION OR RESTRICTION IN THIS DOCUMENT INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 U.S.C. § 3604, UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION (A) IS NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER 42 U.S.C. § 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.

Mailed 3/5/93

Mary + Volentine
P.O. Box 1122
Clairmont, VA 23208-1122

BOOK 494 PAGE 168

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made as of this 11th day of February, 1993, by and between NATIONSBANK OF VIRGINIA, N.A., a national banking association (the "Noteholder"), ALPHIN CORPORATION and CLAIRMONT MANOR LIMITED PARTNERSHIP (collectively, the "Owners"); and J. MARTIN BASS (the "Substitute Trustee"); provides as follows:

RECITALS

1. By a certain Credit Line Deed of Trust (the "Original Deed of Trust") dated and recorded March 6, 1990, in the Clerk's Office of the Circuit Court of Culpeper County, Virginia (the "Clerk's Office"), in Deed Book 431, page 751, as modified by three (3) certain Modification Agreements (collectively, the "Modifications") (i) dated June 14, 1990, and recorded in the Clerk's Office in Deed Book 438, page 136, (ii) dated July 26, 1990, and recorded in the Clerk's Office in Deed Book 440, page 143, and (iii) dated February 27, 1991, and recorded in the Clerk's Office in Deed Book 451, page 137 (the Original Deed of Trust as modified by the Modifications is hereinafter referred to as the "Deed of Trust"), Alphin Corporation and Rillhurst Corporation, both Virginia corporations (the "Grantors") conveyed to Jerry H. Mathews and Bonnie S. Smith, Trustees, either of whom may act (the "Original Trustees"), certain lots in Clairmont Manor Subdivision and Rillhurst Estates Subdivision located in Culpeper

County, Virginia, as more particularly described in the Deed of Trust, in trust to secure the payment of a certain Deed of Trust Note (the "Note") dated March 6, 1990, made by Alphin Corporation, payable to the order of Sovran Bank, N.A., now known as NationsBank of Virginia, N.A. (the "Noteholder"), in the original principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), together with interest thereon.

By a certain Substitution of Trustees dated as of July 27, 1992, and recorded July 31, 1992, in the Clerk's Office in Deed Book 480, page 513, J. Martin Bass was appointed as Substitute Trustee in the place and stead of the Original Trustees.

2. By Deed of Boundary Settlement and Agreement dated August 22, 1990, recorded September 7, 1990, in Deed Book 442, page 364 (the "Agreement"), and by the resubdivision plat referenced therein and recorded in Plat Cabinet #2, Slides 202 and 203 (the "Plat"), certain lots in Clairmont Manor were resubdivided. The Agreement and the Plat are hereinafter collectively referred to as the "Resubdivision".

3. The Noteholder desires to subordinate the lien of the Deed of Trust to the Resubdivision and the Noteholder hereby consents to such subordination and directs the Substitute Trustee to subordinate the lien of the Deed of Trust to the Resubdivision, as evidenced by its execution hereof.

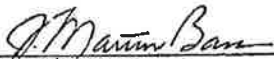
BOOK 494 PAGE 170

SUBORDINATION OF LIEN

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Substitute Trustee, at the direction of the Noteholder as evidenced by its execution hereof, hereby agrees that the lien of the Deed of Trust shall be subject, subordinate and of inferior dignity to the Resubdivision. Except as provided herein, this Subordination Agreement shall not affect the lien of the Deed of Trust in any other manner.

WITNESS the following signatures and seals.

SUBSTITUTE TRUSTEE:




J. Martin Bass
Sole Acting Substitute Trustee

NOTEHOLDER:

NATIONSBANK OF VIRGINIA, N.A., a
national banking association

By: AMRESCO Institutional, Inc.,
a Delaware corporation, its
Attorney-in-Fact

By: 
Name: DIANNE L. RUSSELL
Title: PRINCIPAL

003908

VACATION, MODIFICATION AND DECLARATION OF COVENANTS and RESTRICTIONS FOR CLAIRMONT MANOR SUBDIVISION made by SKS, a Virginia General Partnership, Grantor, (herein called "SKS"), this 14th day of July, 1994, which provides as follows:

WHEREAS, SKS, a Virginia General Partnership, did by deed dated April 29, 1992, recorded in Deed Book 474, page 786 acquire certain named lots of Clairmont Manor Subdivision and did succeed to the interests of Alphin Corporation as declarant; and

WHEREAS, SKS has heretofore executed a Vacation, Modification and Declaration of Covenants dated June 10, 1992 and recorded in Deed Book 482, page 462 among the land records of Culpeper County wherein it reserved unto itself and its successors and/or assigns the right to modify, vacate, amend or supplement all or any portion of the covenants as they may deem necessary for the orderly development of Clairmont Manor Subdivision; and

WHEREAS, SKS for itself and as successor in interest to Alphin Corporation deems it in the best interest for the orderly development of Clairmont Manor Subdivision to convey the entire water system to Commonwealth Utilities, Inc., which corporation shall be subject to the regulation of the State Corporation Commission as to the supply of water to the lots of said subdivision and the rates charged therefor, which rates may differ from those originally adopted in Deed Book 482, page 462; and

ATTORNEY AT LAW
CULPEPER, VA 22701

AFTER RECORDING, PLEASE RETURN TO

WITNESSETH:

1. SKS for itself and by operation of law a successor in interest to the Alphin Corporation and as a successor declarant hereby vacates Article V, paragraph 23, sub-paragraph "B" of the covenants recorded in Deed Book 423, page 769 among the land records of Culpeper County and hereby further vacates paragraph 9 of the Vacation, Modification and Declaration of Covenants recorded in Deed Book 482, page 462 and in its place hereby adopts and declares the following as paragraph 9 of the document recorded in Deed Book 482, page 462:

"Commonwealth Utilities, Inc. and its successors in title, being subject to the rules and regulations of the State Corporation Commission, shall charge for water supplied to each lot in Clairmont Manor Subdivision (including Lot 68 and all lots which may be subdivided from Lot 68), in an amount as may be set by the State Corporation Commission from time to time to be billed and collected as determined by the State Corporation Commission. Nothing contained herein shall in any way be construed to modify the right of Commonwealth Utilities, Inc. or its successors to charge connection fees as set forth in the deed dated July 14, 1994 conveying the well lots and water system to Commonwealth Utilities, Inc., nor shall anything contained herein be construed to modify the right of SKS or its successors in title to charge tap fees."

2. SKS for itself and its successors and/or assigns hereby reserves the further right to modify, vacate, amend, or supplement all or any portion of the above as they may deem necessary for the orderly development of such property.

WITNESS the following signatures and seals.

SKS, a Virginia General Partnership

BY: C. Elwood Smoot
General Partner

BY: C. Elwood Smoot
General Partner

BY: [Signature]
General Partner

STATE OF VIRGINIA

COUNTY OF CULPEPER, to-wit:

The foregoing agreement was signed and acknowledged before me by C. Elwood Smoot, a General Partner of SKS, a Virginia General Partnership, on this 2nd day of August, 1994.

My commission expires: June 30, 1997.

Mary Ann Pearson
Notary Public




STATE OF VIRGINIA

COUNTY OF CULPEPER, to-wit:

The foregoing agreement was signed and acknowledged before me by C. Elwood Smoot, Jr., a General Partner of SKS, a Virginia General Partnership, on this 2nd day of August 1994.

My commission expires: June 30, 1997


Mary Ann Pedersen
Notary Public


STATE OF VIRGINIA

COUNTY OF CULPEPER, to-wit:

The foregoing agreement was signed and acknowledged before me by Joseph C. Kincheloe, a General Partner of SKS, a Virginia General Partnership, on this 2nd day of August 1994.

My commission expires: June 30, 1997

Mary Ann Pedersen
Notary Public


VIRGINIA Clerk's Office, Circuit Court of Culpeper County

301 Clerk	\$ 2.00	The foregoing instrument was presented, and with the certificate annexed, admitted to record on the <u>11th</u> day of <u>Aug.</u> 19 <u>94</u> , at <u>12:40</u> p.m., after payment of fees and costs as shown.
039 St. Grantee	_____	
213 Co. Grantee	_____	
212 Transfer	_____	
038 St. Grantor	_____	
220 Co. Grantor	_____	
145 VSLF	1.00	
TOTAL	\$ 3.00	

Teste *Patricia M. Payne*
Clerk/Deputy Clerk

ANY COVENANT, CONDITION OR RESTRICTION IN THIS DOCUMENT INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 U.S.C. § UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION IS NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER 42 U.S.C. § 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.

Set ① 2 pages

BOOK 556 PAGE 724

002390

THIS AGREEMENT made and entered into this 16th day of May, 1995, by and between CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC., a Virginia Corporation, as party of the first part, and DEAN J. CAMPBELL and MARILYN M. CAMPBELL, husband and wife, JOSEPHINE CULVER CASAMO and ~~REBEKAH=CULVER=~~BOLAM, GEORGE R. KINSEY and PAULA C. KINSEY, husband and wife, WILLIAM M. YOWELL, GARY W. LEE and WAVERLEY S. LEE, husband and wife, ANN M. SPENCER, JONATHAN M. BRICK and JUNE M. BRICK, husband and wife, CHARLENE C. MILLER, PAUL H. LINK and MEGAN S. LINK, husband and wife, JERRY G. WHITLOCK, JAMES F. SHIVE and JILL D. SHIVE, husband and wife, JOHN R. INSKEEP and PAIGE M. MYERS, JAMES R. HOFFMAN, SR. and DEBRA R. HOFFMAN, husband and wife, STACEY E. CONWAY and HAZEL R. CONWAY, husband and wife, DAVID N. ROYALL and POSEY M. ROYALL, husband and wife, as parties of the second part.

WHEREAS, the parties of the second part are property owners in the subdivision known as Clairmont Manor and derived the title to their properties by or through deeds from Alphin Development Corporation; and

WHEREAS, Clairmont Manor Homeowners' Association is an association formed primarily by the action of SKS Partnership and those who purchased lots from SKS Partnership; and

WHEREAS, there has arisen an uncertainty among some lot owners as to which deeds of dedication and restrictive covenants are applicable to the lots in Clairmont Manor Subdivision; and

WHEREAS, the parties hereto are desirous of clarifying

Delivered 7-14-95
 Return to: Roger L. Miller
 Sudon, Yeaman & McLean

that uncertainty in order to 1) promote the financial soundness of the property owners' association, 2) enhance the property values and 3) to promote harmony among all lot owners.

THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and benefits derived by each party hereto, the party of the first part and the parties of the second part do hereby agree that the Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor dated October 20, 1989, recorded in Deed Book 423, Page 769, as amended by Amendment to Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision dated March 23, 1990 and recorded in Deed Book 433, Page 243, and as further amended by those certain instruments of Vacation, Modification, and Declaration of Covenants and Restrictions of Certain Lots of Clairmont Manor Subdivision 1) dated June 10, 1992 and recorded in Deed Book Page 462, 2) dated September 17, 1992 and recorded in Deed Book 484, Page 203, and 3) dated July 14, 1994 and recorded in Deed Book 536, Page 041, are binding upon the lots now owned by said parties of the second part; and

FURTHER, the parties do hereby agree that the parties of the second part are entitled to all rights, duties, and benefits as members of Clairmont Manor Homeowners' Association, Inc.

VACATION, MODIFICATION AND
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC.

This Vacation, Modification and Declaration of
Covenants and Restrictions for Clairmont Manor Homeowners'
Association, Inc., by SKS, a Virginia General Partnership, herein
called "SKS" and CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC., a
Virginia Corporation, made and entered into this 16th day of
April, 1996, hereby provides as follows:

WHEREAS, SKS, a Virginia General Partnership, did by
deed dated April 29, 1992, recorded in Deed Book 474, Page 786,
acquire certain named lots of Clairmont Manor Subdivision and did
succeed to the interests of Alphin Corporation as declarant; and

WHEREAS, SKS has heretofore executed a Vacation,
Modification and Declaration of Covenants dated June 10, 1992 and
recorded in Deed Book 482, Page 462 among the land records of
Culpeper County wherein it reserved unto itself, its successors
and/or assigns, the right to modify, vacate, amend or supplement
all or any portion of the covenants as they may deem necessary
for the orderly development of Clairmont Manor Subdivision; and

WHEREAS, SKS for itself and as successor in interest to
Alphin Corporation and Clairmont Manor Homeowners' Association,
Inc., a Virginia Corporation, deem it in the best interest for
the orderly development of Clairmont Manor to further modify

RETURN TO: Devised 5-3-94
BY: M.P.L.
BUTTON, YEAMAN, & HORTON, PC

certain of the covenants relating to said subdivision.

THEREFORE, WITNESSETH:

1. ARTICLE V, Section 28, (b), is hereby modified as follows: "Satellite Dishes and Antenna. Except as hereinafter provided, no owner shall erect a free standing satellite dish or antenna on any Lot or on any portion of the Common Areas. A small satellite dish (less than 24 inches in diameter) or antenna attached to a residence shall be allowed subject to Architectural Control Committee approval of location and placement. Larger satellite dishes may be allowed only with Architectural Control Committee written approval of appearance, location and placement."

2. ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS, is hereby amended by the addition of Section 11, which shall provide as follows: "Section 11. Notwithstanding any of the foregoing Sections in this Article, a property owner who acquires an adjoining lot and titles the said lot in the identical manner as owner's original lot, shall be entitled to a deferment of one-half of the annual assessment for the new adjoining lot until the ownership of the adjoining lot changes from the ownership of the original lot, or a dwelling is constructed on said lot, at which time there shall be a recapture or rollback of the deferred amount for a period up to ten years. No interest shall be

charged on said recapture or rollback amount.

Witness the following signatures and seals.

SKS, a Virginia General Partnership

By [Signature]
General Partner

CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC.

By [Signature]
Joseph C. Kincheloe, President

STATE OF VIRGINIA

COUNTY/CITY OF Clayton, to-wit:

The foregoing instrument was acknowledged before me this 17th day of April, 1996, by Joseph C. Kincheloe, General Partner of SKS, a Virginia General Partnership.

My commission expires May 31, 1998
[Signature]
Notary Public

STATE OF VIRGINIA

COUNTY/CITY OF Clayton, to-wit:

The foregoing instrument was acknowledged before me this 17th day of April, 1996, by JOSEPH C. KINCHELOE, PRESIDENT of CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC., a Virginia Corporation, on behalf of said Corporation.

BOOK 580 PAGE 290

My commission expires

May 31, 1998

[Signature]
Notary Public

VIRGINIA Clerk's Office, Circuit Court of Colquhoun County

*01 Clerk	<u>12.00</u>	The foregoing instrument was presented,
*19 St. Grantee	_____	and with the certificate attached, admitted
*11 Co. Grantee	_____	to record on the _____ day of
*17 Transit	_____	<u>May, 1998</u> , at
*18 St. Grantee	_____	<u>11:16 A.M.</u> after payment of
*20 Co. Grantee	_____	fees and costs as shown.
*45-45A	<u>1.00</u>	State: <u>Virginia</u>
TOTAL	<u>13.00</u>	County: <u>Colquhoun</u>

Patricia M. Payne
Clerk/Deputy Clerk

ANY COVENANT, CONDITION OR RESTRICTION IN THIS DOCUMENT INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 U.S.C. § 3604. UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION (A) IS NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER 42 U.S.C. § 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.

005444

THIS DEED OF GIFT, made and entered into this 25th day of October, 1994, by and between SKS, a Virginia general partnership, party of the first part, Grantor, and CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC., a Virginia corporation, party of the second part, Grantee.

WITNESSETH: That for and in consideration of the mutual benefits to be received by the Grantor for the benefit of the remaining lots owned by it in Clairmont Manor Subdivision, the said party of the first part does hereby give, grant, and convey with SPECIAL WARRANTY OF TITLE, subject to the use restriction contained herein, unto Clairmont Manor Homeowners' Association, Inc., a Virginia corporation, said party of the second part, all that certain lot or parcel of land, together with all buildings and improvements thereon and privileges and appurtenances thereunto belonging, situated, lying and being in Cedar Mountain Magisterial District, Culpeper, Virginia, designated as Lot 68, Clairmont Manor, containing 16.7125 acres, being more particularly described by survey of Greenhorne & O'Mara, Inc., dated June 16, 1989, recorded in Plat Cabinet 1, Slides 385-389.

Provided, however, that the use of this property is restricted to use exclusively by the Grantee as open space, private park, recreational facility, or other amenity, for the benefit of all lots in Clairmont Manor Subdivision as set forth in the Deed of Dedication, Subdivision and Easement dated June 28, 1989, and recorded in Deed Book 416, Page 754.

Witness to: D. Yeaman, P.C.
BUTTON, YEAMAN & MORTON

Being part of the same land conveyed to SKS, a Virginia general partnership, by deed of Ameribanc Savings Bank, FSB, a federally chartered savings institution, dated the 29th day of April, 1992, and recorded in Deed Book 474, Page 786.

Reference is herewith had to the above-mentioned plat and deed for a more complete and accurate description of the land herein conveyed.

This conveyance is made expressly subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective.

All record references are to the Circuit Court Clerk's Office of Culpeper County, Virginia.

WITNESS the following signature and seal.

SKS, a Virginia general partnership

By: Joseph C. Kincheloe (SEAL)
Title: Partner

STATE OF VIRGINIA
COUNTY OF CULPEPER, to-wit:

The foregoing deed was acknowledged before me this 14th day of November, 1994, by Joseph C. Kincheloe

Being part of the same land conveyed to SKS, a Virginia general partnership, by deed of Ameribanc Savings Bank, FSB, a federally chartered savings institution, dated the 29th day of April, 1992, and recorded in Deed Book 474, Page 786.

Reference is herewith had to the above-mentioned plat and deed for a more complete and accurate description of the land herein conveyed.

This conveyance is made expressly subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective.

All record references are to the Circuit Court Clerk's Office of Culpeper County, Virginia.

WITNESS the following signature and seal.

SKS, a Virginia general partnership

By: Joseph C. Kincheloe (SEAL)
Title: Partner

STATE OF VIRGINIA

COUNTY OF CULPEPER, to-wit:

The foregoing deed was acknowledged before me this 14th day of November, 1994, by Joseph C. Kincheloe

THIS DEED OF GIFT, made and entered into this 25th day of October, 1994, by and between SKS, a Virginia general partnership, party of the first part, Grantor, and CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC., a Virginia corporation, party of the second part, Grantee.

WITNESSETH: That for and in consideration of the mutual benefits to be received by the Grantor for the benefit of the remaining lots owned by it in Clairmont Manor Subdivision, the said party of the first part does hereby give, grant, and convey with SPECIAL WARRANTY OF TITLE, subject to the use restriction contained herein, unto Clairmont Manor Homeowners' Association, Inc., a Virginia corporation, said party of the second part, all that certain lot or parcel of land, together with all buildings and improvements thereon and privileges and appurtenances thereunto belonging, situated, lying and being in Cedar Mountain Magisterial District, Culpeper, Virginia, designated as Lot 68, Clairmont Manor, containing 16.7125 acres, being more particularly described by survey of Greenhorne & O'Mara, Inc., dated June 16, 1989, recorded in Plat Cabinet 1, Slides 385-389.

Provided, however, that the use of this property is restricted to use exclusively by the Grantee as open space, private park, recreational facility, or other amenity, for the benefit of all lots in Clairmont Manor Subdivision as set forth in the Deed of Dedication, Subdivision and Easement dated June 28, 1989, and recorded in Deed Book 416, Page 754.

Turn to D 4 & M, P.C.
BUTTON, YEAMAN & MORTON

BOOK 416 PAGE 754

S.F.E.D.B. 417, Pg. 601
FOR AMENDED DEED
OF DEDICATION.

Deed releasing property to Alphin

THIS DEED OF DEDICATION, SUBDIVISION AND EASEMENT, made and entered into this the 27th day of June, 1989, by and between ALPHIN CORPORATION, a Virginia corporation, as party of the first part; AMERIBANC SAVINGS BANK, a Virginia stock savings and loan association, as party of the second part, AMERIBANC SERVICE CORPORATION, a Virginia corporation, Sole Acting Trustee, as party of the third part; ROGER L. MORTON, Trustee, party of the fourth part.

WHEREAS, the party of the first part is the owner of a certain tract or parcel of land, together with all buildings and improvements thereon and all appurtenances thereunto belonging, situated, lying and being on State Highway Route 692 (Old Orange Road) in the Cedar Mountain Registrarial District, Culpeper County, Virginia, and more fully described on a plat of a survey by Brian Throssell, C.L.S., dated December 21, 1987, and revised February 16, 1989, as containing 193.817 acres, less and except 1.691 acres and a temporary easement containing .006 acres, more or less, as is more fully described in a certain deed dated December 15, 1987, by and between Pierre Setti, Jr., et ux, in the Commonwealth of Virginia.

WHEREAS, the above-described real estate is the same conveyed to Alphin Corporation by deed of Jere M. H. Willis, III, Trustee, dated April 24, 1989, and recorded in the Clerk's Office of the Circuit Court of Culpeper County in Deed Book 411 at page 508, with which deed is recorded a plat of the aforesaid survey.

350 - Survey was
Culpeper, Va.

WHEREAS, the said party of the first part desires to dedicate certain strips of land for use as public streets, said streets to be known as Clair Manor Drive, Chateau Road, Belle Clair Road, Edgemoor Place, Belmont Circle, Clair Mist Court, Clairmont Road, Bleumont Court, Pimlico Circle and Forest Lane, to be used for ingress and egress on lots herein dedicated, to dedicate certain open space and recreation area, and to subdivide the aforesaid 193.87 acres, more or less, to be known as Clairmont Manor.

NOW THEREFORE, WITNESS: That for and in consideration of the premises, the party of the first part does hereby subdivide that certain real estate situated in the County of Culpeper, Virginia, and more particularly shown and described on a plat of a survey by Greenhome & O'Hara, Inc., Surveyors, designated as Clairmont, dated June 16, 1989, a plat of which is recorded herewith and made a part hereof, to be known as Lots 1 through 74, inclusive, of "Clairmont Manor" and well Lots A and B, and further, the party of the first part hereby dedicates to public use as a public street Clair Manor Drive, Chateau Road, Belle Clair Road, Edgemoor Place, Belmont Circle, Clair Mist Court, Clairmont Road, Bleumont Court, Pimlico Circle and Forest Lane, as shown on the aforesaid plat recorded herewith.

This deed of dedication is made in accordance with the statutes as provided in such cases, and with the approval of the proper authorities of the County of Culpeper, Virginia, and is made with the free consent desire of the party of the first part.

The property hereby subdivided is subject to all easements of records legally effecting the same and to easements for drainage, construction, utilities, landscaping and grading as shown on the plat attached hereto, and the party of the first part reserves unto itself, its successors or assigns, a perpetual right of way or easement across each lot for the construction, installation, and maintenance of such other construction, utilities, landscaping, grading and drainage facilities as may be necessary for the orderly development of the property. The party of the first part reserves unto itself, its successors and assigns, a seventy-five foot (75) temporary turn around easement at the end of Chateau Road and as more fully described on the said plat attached hereto.

Lot 68 of Clairmont Manor, as dedicated above, shall not be developed as a residential lot, but is hereby expressly dedicated as an open space, private park, recreational facility or other amenity. An easement for the use and enjoyment of said Lot 68 is reserved to the party of the first part, its successors or assigns.

Ameribanc Savings Bank, party of the second part, owner and holder of an indebtedness secured by a deed of trust from Alphin Corporation to Ameribanc Service Corporation, dated April 24, 1989, and recorded in the aforesaid Clerk's Office in Deed Book 411 at page 570, unites herein to consent to this deed of dedication, including the dedication for the public use of Clair Manor Drive, Chateau Road, Belle Clair Road, Edgehill Place, Belmont Circle, Clair Mist Court, Clairmont Road, Bleumont Court, Nimlico Circle and Forest Lane and to release from the aforesaid lien, the real estate conveyed within the bounds of Clair Manor Drive, Chateau Road,

Belle Clair Road, Edgehill Place, Belmont Circle, Clair Mist Court, Clairmont Road, Blumont Court, Pimlico Circle and Forest Lane, as shown on the attached plat of a survey, with the understanding that its lien shall remain on the balance conveyed in said deed of trust and hereby directs Ameribanc Service Corporation, Sole Acting Trustee, to release the aforesaid area from the aforesaid deed of trust.

Ameribanc Service Corporation, Sole Acting Trustee, party of the third part, at the request of the above-named noteholder, joins herein to release, and hereby does release the real estate contained within the bounds of Clair Manor Drive, Chateau Road, Belle Clair Road, Edgehill Place, Belmont Circle, Clair Mist Court, Clairmont Road, Blumont Court, Pimlico Circle and Forest Lane, as more particularly shown on a survey, a plat of which is attached hereto and made a part hereof, and the lien of the deed of trust from Alphin Corporation, dated April 24, 1989, and recorded in the said Clerk's Office in Deed Book 411 at page 510, with the understanding that the lien of the aforesaid deed of trust shall remain on the balance of the real estate therein conveyed.

Roger L. Morton, Trustee, party of the fourth part, being one of the Trustees, either of whom may act, in a certain deed of trust from Alphin Corporation, securing Charles D. Shipe, et al, dated December 29, 1988, and recorded in the said Clerk's Office in Deed Book 411 at page 524, and said Trustee having been authorized, directed and required thereby, without the necessity of obtaining the prior consent of the deed of trust noteholders or their assigns, and without the necessity of joinder by any noteholders, as requested by the party of the first part,

to execute and deliver releases and/or grant easements on the said property as may be dedicated for public use, and to sign plats of subdivision as desired by the party of the first part so long as the said subdivision meets the requirements of Culpeper County and to join in any deeds of dedication.

NOW, THEREFORE, the party of the fourth part, at the request of the party of the first part, joins herein to release, and hereby does release, the real estate contained within the bounds of Clair Manor Drive, Chateau Road, Belle Clair Road, Edgehill Place, Belmont Circle, Clair Mist Court, Clairmont Road, Belmont Court, Hindico Circle and Forest Lane as are more particularly shown on the said plat of a survey attached hereto and made a part hereof from the lien of the deed of trust from Alphin Corporation, dated December 29, 1988, and recorded in the said Clerk's Office in Deed Book 411 at page 534, with the understanding that the lien of the aforesaid deed of trust shall remain on the balance of the real estate therein conveyed.

WITNESS the following signatures and seals.

ALPHIN CORPORATION

BY: [Signature] (SEAL)

AMERICAN SAVINGS BANK

BY: [Signature] (SEAL)
Susan A. Flynn
Assistant Vice President

DEED OF BOUNDARY SETTLEMENT AND AGREEMENT

THIS DEED OF BOUNDARY SETTLEMENT AND AGREEMENT made and entered into this 22nd day of August, 1990, by and between Frank H. Clark, III and Kathy W. Clark, husband and wife (Clarks), James Frederick Smith, Jr. and Donna C. Smith, husband and wife (Smiths), John Yasnowsky, Jr. and Joyce C. Yasnowsky, husband and wife (Yasnowskys), and Alphin Corporation, a Virginia corporation (Alphin Corp.),

WITNESSETH:

WHEREAS, the Clarks are the owners of a certain parcel of real property located in Cedar Mountain Magisterial District, Culpeper County, Virginia which property is more particularly described by deed recorded in Deed Book 365, Page 113 of the land records of the Clerk of the Circuit Court of Culpeper County; and

WHEREAS, the Smiths are the owners of a certain parcel of real property located in Cedar Mountain Magisterial District, Culpeper County, Virginia which property is more particularly described by deed recorded in Deed Book 236, Page 204 of the aforementioned land records; and

WHEREAS, the Yasnowskys are the owners of a certain parcel of real property located in Cedar Mountain Magisterial District, Culpeper County, Virginia which property is more particularly described by deed recorded in Deed Book 269, Page 589 of the aforementioned land records; and

WHEREAS, Alphin Corp. is the owner of certain parcels of real property located in Cedar Mountain Magisterial District, Culpeper County, Virginia which parcels are more particularly described as Lots 61, 60, 56, 55, 53, 52, 49, 48 and 47 of Clairmont Manor Subdivision as set forth in that certain Deed of Dedication, Subdivision and Easement recorded in Deed Book 316, Page 754 of the aforementioned land records and which incorporates that certain plat dated June 16, 1989 by Greenehorne

Plat Deed - 10-1-90
9-19-1990

& O'Hara, Inc., William E. Farnam, L.S., filed at Plat Cabinet 1, Slides 385-389 of the aforementioned land records; and

WHEREAS, a question has arisen as to the correct boundary line between the parcels of Alphin Corp. and the parcels of the Clarks, Smiths and Yasnowskys; and

WHEREAS, the parties hereto have caused the boundary line in question to be surveyed by Greenchorne & O'Hara, Inc., William E. Farnam, L.S., a plat of which survey dated July 30, 1990 is attached hereto and made a part of this deed; and

WHEREAS, the parties hereto agree that the true and correct boundary line between their respective parcels is as set forth on the attached plat.

NOW, THEREFORE, in consideration of the premises and the agreement of the Clarks, Smiths and Yasnowskys to pay the preparation cost of the attached plat not to exceed \$1,500 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Alphin Corp., said Alphin Corp. does hereby agree that the boundary line set forth on the attached plat of survey is the true and correct boundary line and does hereby quitclaim and release unto the Clarks, Smiths and Yasnowskys, respectively, all of its right, title and interest in and to the land lying on the south side of said boundary line as set forth on the attached plat of survey, said quitclaim and release running to the Clarks for all land adjacent to and to the north of their parcel identified on the attached survey as parcel 'A' containing 0.0737 acres, to the Smiths for all land adjacent to and to the north of their parcel identified on the attached survey as parcel 'B' containing 0.0778 acres and to the Yasnowskys for all land adjacent to and to the north of their parcel identified on the attached survey as parcel 'C' containing 0.1923 acres.

AND, in consideration of the premises, the Clarks, Smiths and Ynsnowskys do hereby agree that said line is the true and correct boundary line between their respective parcels and the land of Alphin Corp. and do hereby quitclaim and release unto Alphin Corp. All their respective right, title and interest in and to the land lying on the north side of the aforesaid boundary line.

AND WHEREAS, Alphin Corp. wishes to adjust and modify the lot lines of Lot 47 and Lot 48 of Clairmont Manor Subdivision in order to comply with the Culpeper County Zoning Ordinance.

NOW THEREFORE, witness that for and in consideration of the premises, Alphin Corp. does hereby amend certain terms of the aforesaid Deed of Dedication of Clairmont Manor Subdivision, recorded in Deed Book, 316, Page 754, with plat attached as follows:

1. Boundary lines of Clairmont Manor Subdivision, Lots 47 and 48 shall be rearranged as set forth on the attached plat.

WITNESS the following signatures and seals:

Frank H. Clark, III
FRANK H. CLARK, III

Kathy W. Clark
KATHY W. CLARK

STATE OF VIRGINIA,
COUNTY OF FAUQUIER, to-wit:

I, Nicki G. Fallon, a notary public of the County of Fauquier, State of Virginia, do hereby certify that FRANK H. CLARK, III and KATHY W. CLARK, husband and wife, whose names are signed to the writing above bearing date on the 22nd day of August, 1990, have acknowledged the same before me in my State aforesaid.

Given under my hand this 22nd day of August, 1990.

Nicki G. Fallon
Notary Public



Commission expires: 3/5/93

Exempt from taxation under Section 58.1-811(10)

THIS DEED OF ASSUMPTION made and entered into this 9th day of November, 1990, by and between ALPHIN CORPORATION, a Virginia Corporation, Grantor, and CLAIRMONT MANOR LIMITED PARTNERSHIP, a Virginia Limited Partnership, Grantee.

W I T N E S S E T H

THAT FOR IN consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand and other good and valuable consideration paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and the assumption by the Grantee of the balance due and owing on the following Deeds of Trust:

*To: Clairmont Manor Limited Partnership
30 Sunset Lane EST, Suite 2230
Culpeper, Va. 22701*

A. A Deed of Trust from Alphin Corporation to Ameribanc Service Corporation, Trustee, dated April 24, 1989, and recorded in the Clerk's Office of the Circuit Court of Culpeper County in Deed Book 417, Page 510, and amended in Deed Book 427, Page 74, and in Deed Book 446, page 167, which trust secures a Note in the amended original principal amount of TWO MILLION TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 (\$2,232,000.00) DOLLARS, the present balance due and owing, including principal and interest, being approximately ONE MILLION FOUR HUNDRED FORTY-THREE THOUSAND AND NO/100 (\$1,443,000.00) DOLLARS;

B. A Deed of Trust from Jere M. H. Willis, III, Trustee, and Alphin Corporation to Roger L. Morton, et al, Trustee, dated December 29, 1988, and recorded in the said Clerk's Office in Deed Book 411, Page 534, which trust

secures a Note in the principal amount of TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$275,000.00) DOLLARS, the present balance due and owing, including principal and interest, is approximately ONE HUNDRED NINETY-EIGHT THOUSAND AND NO/100 (\$198,000.00) DOLLARS.

C. A credit line Deed of Trust from Alphin Corporation to Bonnie S. Smith, et al, Trustee, dated March 6, 1990, and recorded in the said Clerk's Office in Deed Book 431, Page 751, which trust secures a Note in the original principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$1,500,000.00) DOLLARS, the present principal due and owing, including principal and interest, being ONE MILLION TWO THOUSAND AND NO/100 (\$1,002,000.00) DOLLARS.

D. A Deed of Trust from Alphin Corporation to Prince William Construction Company, Inc., dated July 31, 1990, and recorded in the said Clerk's Office in Deed Book 442, Page 138, which trust secures a Note in the original principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) DOLLARS, the present balance due and owing, including principal and interest being approximately ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) DOLLARS; The Grantor does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY OF TITLE and with ENGLISH COVENANTS OF TITLE unto Clairmont Manor Limited Partnership, a Virginia Limited Partnership, Grantee, all those certain 59 lots, with all appurtenances thereunto belonging, lying, being and situated in Cedar Mountain Magisterial District, Culpeper

County, Virginia, and being designated as Lots 2 through 18, 21 through 26, 28, 29, 30, 32, 33, 35, 38 through 44, 46, 48, 49, 51, 52, 53, 55 through 61, 63 through 67, 68 through 73 of Clairmont Manor Subdivision, and being more particularly described in a Deed of Dedication dated June 28, 1989, by Alphin Corporation, a Virginia Corporation, and recorded in the Clerk's Office of the Circuit Court of Culpeper County, Virginia, in Deed Book 416, Page 754, and more particularly described on a plat surveyed by Greenhorne & O'Mara, designated Clairmont Manor, June 16, 1990, and recorded in the said Clerk's Office in Large Plat Cabinet 1, Pages 385 through 389, and as modified by a boundary settlement agreement between Frank H. Clark, III, et al, dated August 22, 1990, and recorded in Deed Book 442, Page 364.

Being the same land conveyed to the Grantor by Deed from Jere M. H. Willis, III, Trustee, dated April 24, 1989, and recorded in the said Clerk's Office in Deed Book 411, Page 508.

This conveyance is expressly subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plat and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective.

The Grantee unites in this Deed for the sole purpose of showing his assumption of the balance due on the above described Deeds of Trust and his acknowledgment that the lots will continue to serve as collateral for future draws under the credit line Deed of Trust with Sovran Bank, as set out above, and hereby covenants to save harmless the Grantor from the payment of the balance due thereon.

All references are to the land records of the Clerk's Office of the Circuit Court of Culpeper County, Virginia.

WITNESS THE following signatures and seals:

ALPHIN CORPORATION

BY: [Signature] ~~President~~ (SEAL)
W. KENNETH ALPHIN, President

CLAIRMONT MANOR LIMITED PARTNERSHIP

BY: [Signature] ~~President, L.P.~~ (SEAL)
W. KENNETH ALPHIN, President of
Alphin Corporation, General
Partner

STATE OF VIRGINIA
COUNTY OF CULPEPER, to-wit:

The foregoing Deed was acknowledged before me on this 9th day of November, 1990, by Alphin Corporation, W. Kenneth Alphin, President.

[Signature]
Notary Public

My commission expires: August 21, 1992.

RETURN TO: Shackelford and Hosenberger
Delivered 8/21/1989

THIS AMENDED DEED OF DEDICATION, Subdivision and Easement, made and entered into this 21st day of July, 1989, by and between ALPHIN CORPORATION, a Virginia corporation, as party of the first part; AMERICAN SAVINGS BANK, a Virginia stock savings and loan association, as party of the second part; and ROGER L. MORTON, Trustee, party of the third part.

WHEREAS, the party of the first part has previously dedicated and subdivided, by Deed of Dedication Subdivision and Easement, dated June 28, 1989, and recorded in the Clerk's Office of the Circuit Court of Culpeper County, in Deed Book 416, at page 754, a certain tract or parcel of land, together with all buildings and improvements thereon and all appurtenances thereunto belonging, situated, lying and being on State Highway Route 692 (old Orange Road) in the Cedar Mountain Magisterial District, Culpeper County, Virginia, and more fully described on a plat of a survey by Greenhorn & O'Mara, designating Claremont Manor, dated June 16, 1989, a plat of which is recorded in the said Clerk's Office in Large Plat Cabinet 1, pages 385-389, to be known as Lots 1 through 74, inclusive, of Claremont Manor and well lots A and B, and further dedicated to public uses public streets Claremont Manor Drive, Chateau Road, Belle Claire Road, Edgehill Place, Belmont Circle, Clair Mist Court, Claremont Road, Belmont Court, Pimlico Circle and Forest Lane.

WHEREAS, the Department of Health of the Commonwealth of Virginia wishes for the party of the first part to dedicate the well lots solely for the purpose of establishing a water supply.

NOW, THEREFORE, WITNESS: That for and in consideration of the premises, the party of the first part does hereby dedicate those two certain lots or parcels of land shown and described as well lot A and well lot B on a plat of a survey by Greenhorn & O'Mara, Inc., surveyors, designating Claremont Manor, dated June 16, 1989, and recorded in the said Clerk's Office in Large Plat Cabinet 1 at pages 385-389 to be used only for the establishment of a water supply for Clairmont Manor Subdivision and the party of the first part agrees that only appurtenances pertinent to the water supply system will be constructed in the said area dedicated and that said well lot A and well lot B will not be used for human habitation or other sources of contamination.

The interest and control of the aforesaid well lot A and well lot B shall remain with Alphin Corporation and this Instrument is solely for the purpose of assuring the Department of Health of the Commonwealth of Virginia as to the matters hereinabove set forth so long as said parcel is used for a water supply system; and this dedication shall be null and void and of no further effect should the well on the said premises be abandoned and the use thereof for a water supply system would cease.

Ameribanc Savings Bank, party of the second part, owner and holder of an indebtedness secured by a deed of trust from Alphin Corporation to Ameribanc Service Corporation, dated April 24, 1989, and recorded in the aforesaid Clerk's Office in Deed Book 411 at page 510, unites herein to consent to this amended deed of dedication.

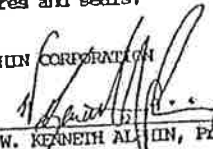
Roger L. Morton, Trustee, party of the third part, being one of the trustees, either of whom may act, in a certain deed of trust from Alphin Corporation, securing Charles D. Shipe, et al, dated December 29, 1988, and recorded in the said Clerk's Office in Deed Book 411, at page 934, and said trustee having been authorized, directed and required thereby, without the necessity of obtaining the prior consent of the deed of trust note holders or their assigns, and without the necessity of jointure by any note holders as requested by the party of the first part to join in any deeds of dedication.

NOW, THEREFORE, the party of the third part, at the request of the party of the first part, joins herein and consents this amended deed of dedication.

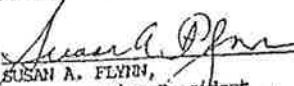
Except as modified by this amended deed of dedication, all the terms and provisions of the deed of dedication, subdivision and easement, dated June 28, 1989, and recorded in the said Clerk's Office in Deed Book 416, at page 754, are hereby expressly ratified and confirmed and shall remain in full force and effect.

WITNESS the following signatures and seals.

ALPHIN CORPORATION

BY:  (SEAL)
W. KENNETH ALPHIN, President

AMERIBANC SAVINGS BANK

BY:  (SEAL)
SUSAN A. FLYNN,
Assistant Vice-President

 (SEAL)
ROGER L. MORTON, Trustee

Delivered 7-14-95
Return to: Roger L. Matton
Burlington, Vermont & Matton

THIS AGREEMENT made and entered into this 16th day of May, 1995, by and between CLAIRMONT MANOR HOMEOWNERS' ASSOCIATION, INC., a Virginia Corporation, as party of the first part, and DEAN J. CAMPBELL and MARILYN M. CAMPBELL, husband and wife, JOSEPHINE CULVER CASAMO and ~~ELIZABETH CULVER BOLAM~~, GEORGE R. KINSEY and PAULA C. KINSEY, husband and wife, WILLIAM M. YOWELL, GARY W. LEE and WAVERLEY S. LEE, husband and wife, ANN M. SPENCER, JONATHAN M. BRICK and JUNE M. BRICK, husband and wife, CHARLENE C. MILLER, PAUL H. LINK and MEGAN S. LINK, husband and wife, JERRY G. WHITLOCK, JAMES F. SHIVE and JILL D. SHIVE, husband and wife, JOHN R. INSKEEP and PAIGE M. MYERS, JAMES R. HOFFMAN, SR. and DEBRA R. HOFFMAN, husband and wife, STACEY E. CONWAY and HAZEL R. CONWAY, husband and wife, DAVID N. ROYALL and POSEY M. ROYALL, husband and wife, as parties of the second part.

WHEREAS, the parties of the second part are property owners in the subdivision known as Clairmont Manor and derived the title to their properties by or through deeds from Alphin Development Corporation; and

WHEREAS, Clairmont Manor Homeowners' Association is an association formed primarily by the action of SKS Partnership and those who purchased lots from SKS Partnership; and

WHEREAS, there has arisen an uncertainty among some lot owners as to which deeds of dedication and restrictive covenants are applicable to the lots in Clairmont Manor Subdivision; and

WHEREAS, the parties hereto are desirous of clarifying

that uncertainty in order to 1) promote the financial soundness of the property owners' association, 2) enhance the property values and 3) to promote harmony among all lot owners.

THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and benefits derived by each party hereto, the party of the first part and the parties of the second part do hereby agree that the Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor dated October 20, 1989, recorded in Deed Book 423, Page 769, as amended by Amendment to Master Declaration of Covenants, Conditions, Reservations, Restrictions and Easements of Clairmont Manor Subdivision dated March 23, 1990 and recorded in Deed Book 433, Page 243, and as further amended by those certain instruments of Vacation, Modification, and Declaration of Covenants and Restrictions of Certain Lots of Clairmont Manor Subdivision 1) dated June 10, 1992 and recorded in Deed Book 482, Page 462, 2) dated September 17, 1992 and recorded in Deed Book 484, Page 203, and 3) dated July 14, 1994 and recorded in Deed Book 536, Page 041, are binding upon the lots now owned by said parties of the second part; and

FURTHER, the parties do hereby agree that the parties of the second part are entitled to all rights, duties, and benefits as members of Clairmont Manor Homeowners' Association, Inc.

Then follows owner signatures from Lots:

1, 19, 20, 27, 31, 34, 36, 42, 37, 45, 49, 54, 47R, 50, 62, 74