

Document Prepared by:
Feil, Pettit & Williams, PLC
P.O. Box 2057
Charlottesville, VA 22902
Tax Map Parcels: 30-27, 30-28, 30-29, 31-2 and 31-3

**DECLARATION OF SUBDIVISION, EASEMENT
AND
PRIVATE ROAD MAINTENANCE AGREEMENT**

THIS DECLARATION OF SUBDIVISION, EASEMENT AND PRIVATE ROAD MAINTENANCE AGREEMENT (the "Declaration") is made this 18th day of April, 2005, by **VIRGINIA PROPERTY GROUP II, LLC**, a Virginia limited liability company ("Declarant") and **JOHN C. BENNETT, TRUSTEE**, who joins solely for the purpose of consenting to the Declaration.

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the County of Rappahannock, Virginia containing in the aggregate 1,468 acres, more or less, and more particularly shown and described on: (i) a plat made by Dunn Land Surveyors, Inc. dated April 1, 2004 and revised April 8, 2004, and recorded in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia ("Clerk's Office") as part of Instrument No. 040001324, being the property conveyed to the Declarant by Deed of V. John Lyle dated June 22, 2004 and recorded July 7, 2004 in the Clerk's Office as Instrument No. 040001324; and (ii) a plat made by Dunn Land Surveyors, Inc., dated October 11, 2004 and recorded in the Clerk's Office as part of Instrument No. 040002181, being the same property conveyed to the Declarant by Deed of Alvin F. Henry and Emily S. Henry dated November 5, 2004 and recorded November 12, 2004 in the Clerk's Office as Instrument No. 040002181 ("Battle Run Farm"); and

WHEREAS, the Declarant intends to subdivide a portion of Battle Run Farm (the "Property"), as shown on a subdivision plat prepared by Dunn Land Surveyors, Inc., dated March 28, 2005, last revised April 15, 2005 entitled "Battle Run Farm, Phase 1" (the "Subdivision Plat"), which Subdivision Plat is attached hereto and recorded herewith; and

WHEREAS, Declarant seeks to provide an access easement for and over the subdivided parcels for ingress, egress, storm water and utilities, and to provide for maintenance of the roads within such access easement; and

WHEREAS, Declarant desires to bind himself and his heirs, successors in title and assigns as owners of the Property to certain covenants, conditions, restrictions and easements in order to accomplish the foregoing purposes;

Declaration:

NOW, THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Declarant, the Declarant does hereby DECLARE and ESTABLISH an easement on the following terms:

1. A nonexclusive perpetual easement of right-of-way fifty (50) feet in width beginning at Route no. 729 and described on the Subdivision Plat as "Lyle Lane 50' private access esmt" and "50' private access esmt" for: (i) the purpose of ingress to and egress from Lots 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13 and 14 (the "Lots" and individually a "Lot") and State Route 729; (ii) for storm water and surface water drainage; and (iii) for underground utilities (the "Access Easement"). The Access Easement runs with the land and is for the benefit of each of the Lots.

2. The Declarant shall construct a road for access to the Lots within the Access Easement (the "Private Road"). No Lot owner ("Owner") may prevent access to the Private Road by any other Owner, nor may an Owner erect gates, fences or other improvements affecting the use and access to the Private Road by another Owner without the prior written consent of the Declarant or, if the Declarant no longer owns any Lots in the Property, the Road Board (hereinafter defined).

3. The Private Road shall be maintained by the Road Board in perpetuity to assure that the Private Road remains free of potholes, and passable at all times for ordinary use by passenger automobiles, and with ditches and culverts as necessary. Maintenance of the Private Road shall include maintenance of the road, curb, gutter, drainage facilities, utilities or other road improvements, and the removal of snow, water, debris, and any other obstruction to keep the road reasonably open for vehicular traffic, including emergency service vehicles. The Road Board's repair and maintenance obligation shall not include maintenance of any portion of the Private Road outside of the Access Easement.

4. The Road Board shall have the authority to employ individuals or companies to maintain and repair the Private Road. The Road Board shall be authorized to spend up to \$5,000 per year for maintenance and repairs ("Authorized Amount"). Any expenditures greater than the Authorized Amount must be authorized by a majority of the Owners at a meeting called prior to the expense being incurred, to approve the cost of the repairs and maintenance. Notice of the date, time and purpose of the special meeting shall be mailed or delivered by the Road Board at least ten (10) days prior to the date of the special meeting to each Owner at the address provided for Notice in Section 12.

5. Each Owner, including the Declarant, shall pay his "Pro-Rata Share" of the cost of maintenance and repairs within thirty (30) days of receipt from the Road Board of a notice of assessment which shall include a calculation of the amount due from each Owner for the Authorized Amount or any expenditures approved by the Owners as provided for in Section 4 above. For purposes of this Declaration, an Owner's Pro Rata Share shall be a fraction, the numerator of which is the number of Lots owned by such Owner and the denominator of which is the total number of Lots. The Road Board may issue notices of assessment for the Authorized Amount and for expenditures approved by the Owners prior to the expenditure of any funds for

maintenance and repair. The Road Board shall send notices of assessments no more frequently than monthly.

6. If any Lot is further subdivided in the future, expenses of maintaining the Private Road shall be reallocated so that all Lots shall be responsible for a Pro-Rata Share of the cost of maintenance and repairs. If, as a result of the subdivision of a Lot, the entrance of the Private Road onto Route 729 must be improved to comply with any Rappahannock County Ordinance or the requirements of the Virginia Department of Transportation, the Owner of the Lot being subdivided which causes such improvement requirements shall be solely responsible for all costs of improving the entrance.

7. If any Owner by his or her actions (or the actions of said Owners' family, contractors, subcontractors, movers, tenants or invitees) causes extraordinary damage to any portion of the Private Road, such Owner shall individually bear the entire cost to repair said damage and restore said portion of the Private Road to its prior existing condition before the extraordinary damage. During the construction on any Lot, the Owner of the Lot upon which construction is occurring shall be individually responsible for the cost of repairs made necessary by trucks or other equipment making use of the Private Road during construction. The Road Board shall have sole discretion in determining the applicability of this provision to any Owner, shall have the authority to contract for the repair of such extraordinary or construction damage if not promptly repaired by the Owner, and shall collect the cost of such repairs from the Owner as hereinafter set forth.

8. The Road Board shall be appointed in writing by the Declarant. The Declarant shall have the right to remove and replace any member of the Road Board, provided that any member of the Road Board must be an Owner or the Declarant. When the Declarant no longer owns any Lots, the Declarant shall have no further right to appoint the Road Board. At such time, the Owners shall elect the Road Board by majority vote at the annual meeting of the Road Board, which shall take place on the first Saturday of each March. When elected by the Owners, the Road Board shall consist of three (3) members, each of whom shall be Owners. Notice of the annual meeting shall be mailed or delivered by the Road Board at least ten (10) days prior to the annual meeting to each Owner at the address provided for Notice in Section 12.

9. The Road Board shall pay the person, corporation or entity performing the maintenance and repairs to the Private Road within thirty (30) days after a bill for such charges has been submitted by the person, corporation, or entity performing such maintenance and repairs. If an Owner's Pro Rata Share is not paid within thirty days of delivery of a notice of assessment provided in Section 5 or of a notice of any sum due for repairs of extraordinary damage provided in Section 7, then the Declarant, the Road Board or the remaining Owner(s) who are not in default may bring an action at law against the defaulting Owner(s), or may record in the Clerk's Office a Notice of Lien against the defaulting Owner(s) for that Owner's Pro Rata Share. Costs, interest at 18% per annum and reasonable attorney's fees shall be added to the amount of such charge for which said defaulting Owner(s) is liable. The Owner against whose property a Notice of Lien is placed may bring an action in the aforesaid Court to quash said Notice, and said lien or liens may be bonded off as set forth in Section 43-70, et seq. of the Code of Virginia, as amended. There shall be a continuing lien upon each of the Lots to secure the payment of the charges herein provided for maintenance and repairs of the Private Road, but such liens shall at all times be subject to the lien of any mortgage or deed of trust placed on any

Lot at any time until a written notice of such lien shall have been recorded as hereinabove provided.

10. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said provisions, either to restrain violation or to recover damages, or both. Such action may be brought by the Declarant, the Road Board or by any of the Owners. The party or parties substantially prevailing in such action shall be entitled to recover their reasonable attorney's fees incurred in such action. Failure to enforce any covenant or restriction contained herein shall, in no event, be deemed to be a waiver of the right to do so hereafter.

11. The terms, covenants and conditions set forth in this Declaration shall run with the Lots, and shall be binding on the heirs, personal representatives, successors in title and or assigns of the Owners in perpetuity.

12. All written notices required or permitted by this Declaration may be delivered in person, or sent by certified mail, return receipt requested (postage prepaid) to such party at the addresses for the Owners set forth in the records of the Rappahannock County Tax Assessor's Office, or at such other address as a party may designate by notice given in accordance with the terms of this Paragraph. Such notice shall be deemed to be received or given when actually delivered when delivered in person, or three (3) business days after mailing by certified mail, return receipt requested, pursuant to the terms hereof. The Declarant's address is P.O. Box 115, Gladstone, Virginia 24553.

13. The doctrine of merger shall not operate to terminate or extinguish the easement created and established herein, it being the intent of Declarant that this easement not merge because of the current or any future similar ownership of the Lots.

14. This Declaration may be amended in whole or in part by a recorded instrument bearing the signatures of more than two-thirds (2/3) of the Owners of the Lots. Provided, however, any such amendment shall not restrict or affect the rights provided in Section 1 of this Declaration as to any Lot without the written consent of the Owner of such Lot which rights are being restricted or affected. So long as the Declarant owns any Lots subject to this Declaration, any amendment to the Declaration shall be void without the execution thereof by the Declarant.

15. John C. Bennett, Trustee under the Deed of Trust by and between Declarant and John C. Bennett, Trustee dated July 1, 2004 and recorded in the Clerk's Office on July 7, 2004 as Instrument No. 040001325 ("Deed of Trust"), hereby consents to this Declaration. Any foreclosure under the Deed of Trust shall not effect the Access Easement or the rights of any Owner to access Route 729 or utilities via the Access Easement except to the extent that any successor Declarant shall have the right to amend this Declaration as set forth herein.

[SIGNATURE PAGE TO FOLLOW]

05-761-11

WITNESS the following signatures and seals:

VIRGINIA PROPERTY GROUP II, LLC,
a Virginia limited liability company

By: Michael G. DeTorres (SEAL)
Michael G. DeTorres, Manager

TRUSTEE:

John C. Bennett (SEAL)
John C. Bennett, Trustee

STATE OF VIRGINIA
CITY/COUNTY OF Amherst, to-wit:

The foregoing Declaration of Subdivision, Easement and Private Road Maintenance Agreement was acknowledged before me by Michael G. DeTorres, Manager, on behalf of Virginia Property Group II, LLC, on this 19th day of April, 2005.

My commission expires: October 31, 2008

(SEAL)

Linda Johnson
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Colpeper, to-wit:

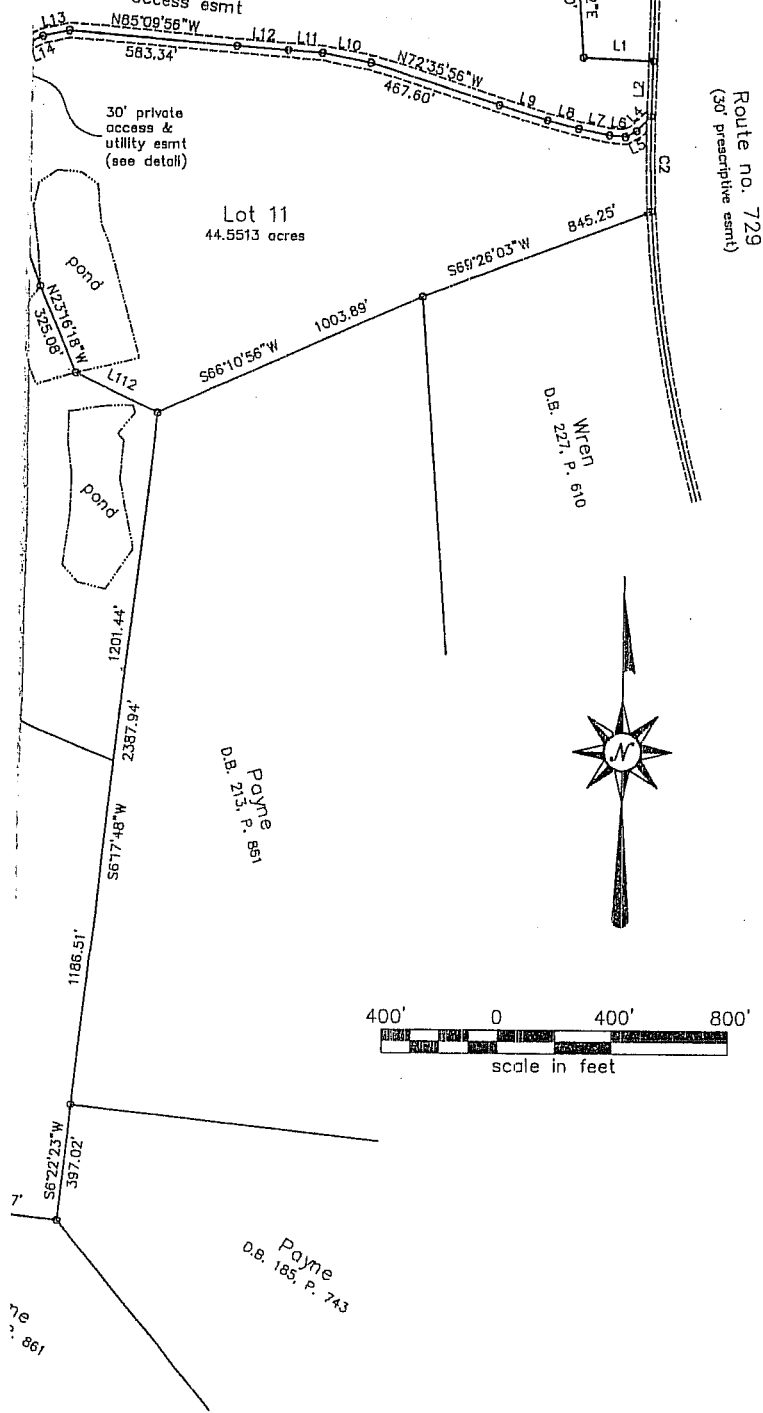
The foregoing Declaration of Subdivision, Easement and Private Road Maintenance Agreement was acknowledged before me by John C. Bennett, Trustee, on this 21st day of April, 2005.

My commission expires: 3/31/06

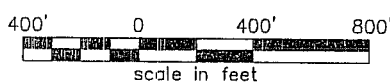
(SEAL)

Eileen
Notary Public
INSTRUMENT #050000761
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
APRIL 22, 2005 AT 02:50PM
DIANE BRUCE, CLERK

05-761-1



Route no. 729
(30' prescriptive esmt)



Battle Run Farm
Phase 1

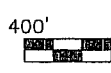
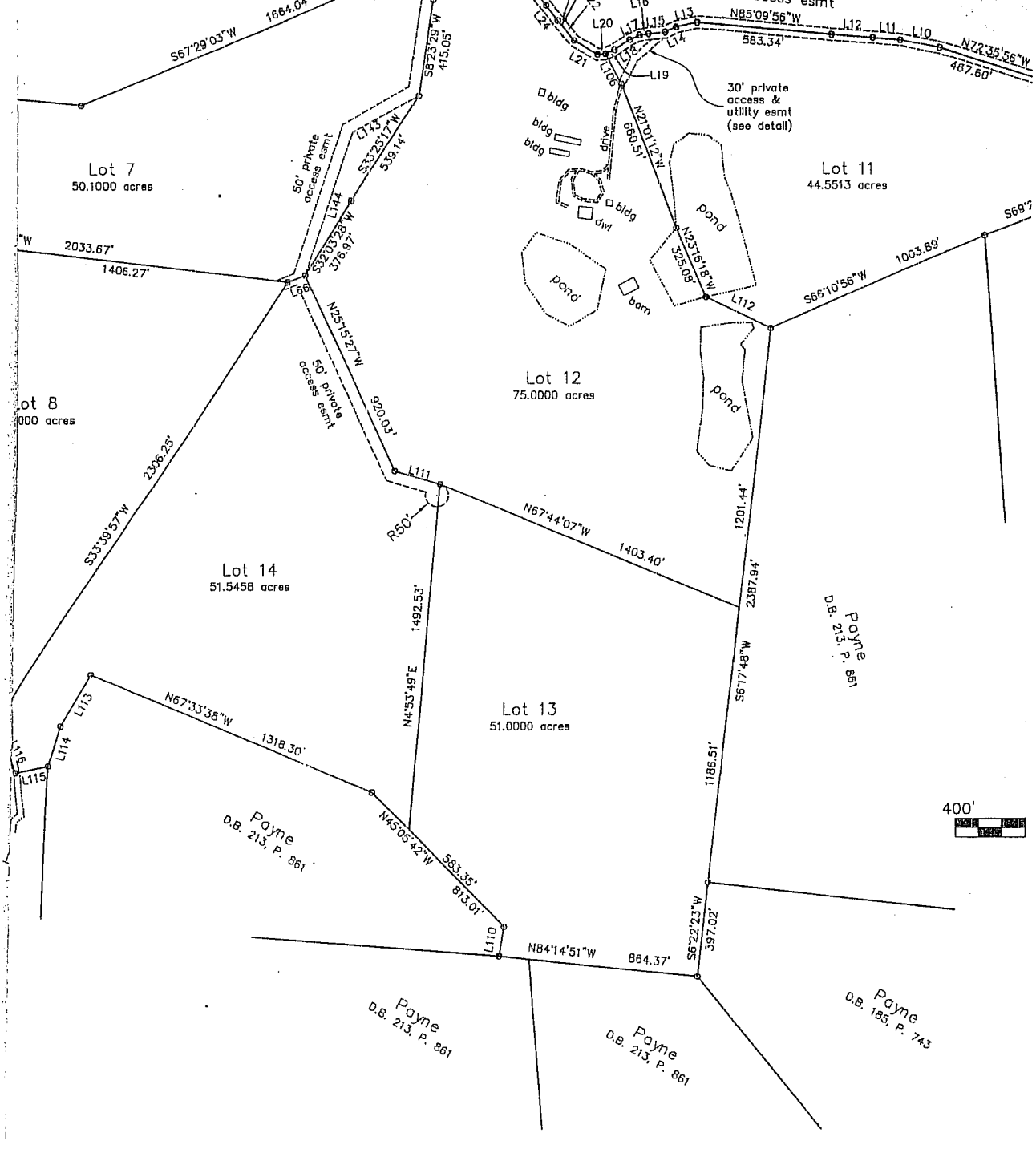
Land of Virginia Property Group II, LLC
 Tract 2, Tax Map 31 Tract 3, Tax Map 31 Tract 4, Tax Map 30
 Tract 18, Tax Map 30 Tract 19, Tax Map 30 Tract 20, Tax Map 30
 Tract 21, Tax Map 30 Tract 21A, Tax Map 30 Tract 22, Tax Map 30
 Tract 25, Tax Map, 30 Tract 27, Tax Map 30
 Tract 28, Tax Map 30 Tract 29, Tax Map 30
 Instrument No. 04-2181-4 Instrument No. 04-1324-4
 Jackson Magisterial District, Rappahannock County, Virginia
 Hampton Magisterial District, Rappahannock County, Virginia



Dunn Land Surveys, Inc.
 101 East Main Street
 Berryville, Virginia 22611
 Tel: 540-955-3388
 March 28, 2005
 Revised April 14, 2005
 Revised April 15, 2005

Survey No. 1112-3
 sheet 1 of 2

*4/22- Ret to
 Lee Pettit & Williams*

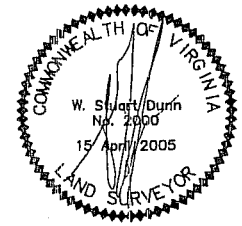


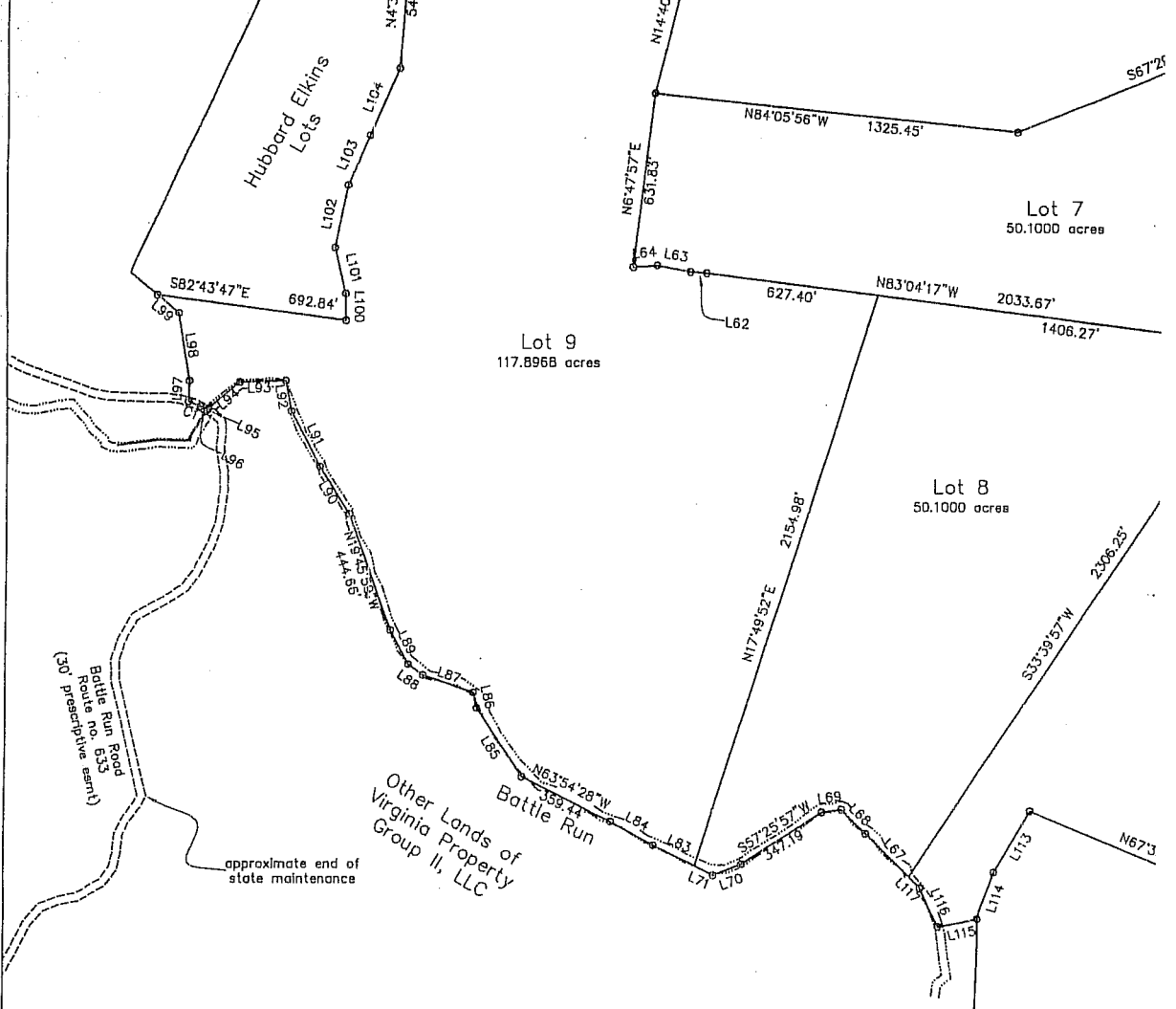
Battle

Land of Vir
 Tract 2, Tax Map 31 Trc
 Tract 18, Tax Map 30 Tra
 Tract 21, Tax Map 30 Trac
 Tract 25, Tax Ma
 Tract 28, Tax Mc
 Instrument No. 04-2
 Jackson Magisterial D
 Hampton Magisterial E

Exempt Division
 APPROVED
 ZONING ADMINISTRATOR
 RAPPAHANNOCK COUNTY
 DATE 4-21-05

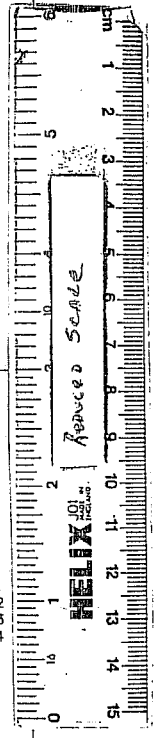
[Handwritten Signature]





CURVE	BEARING	CHORD	RADIUS	ARC	DELTA
C1	N86°23'56"W	48.57	240.00	48.64	11°08'05"
C2	S0°37'00"E	331.07	4200.00	331.16	4°31'03"

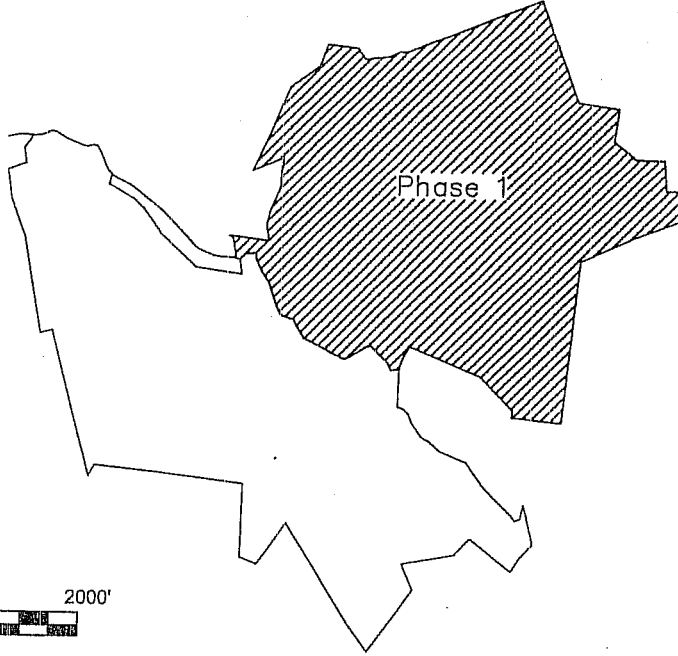
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S87°24'07"E	242.22	L60	S47°52'28"E	9.68	L133	S48°28'46"E	114.92
L2	S1°38'31"W	187.52	L61	S3°19'48"W	167.08	L131	S75°26'08"E	55.72
L4	S43°48'16"W	73.17	L62	N86°08'20"W	59.67	L132	N74°07'41"E	61.58
L5	S82°41'29"W	44.16	L63	N79°48'29"W	123.23	L133	N52°32'46"E	80.49
L6	N84°42'16"W	55.51	L64	S86°15'51"W	85.94	L134	N41°49'38"E	73.25
L7	N78°36'20"W	109.29	L65	S3°19'48"W	184.36	L135	N41°14'54"E	72.30
L8	N74°58'37"W	112.39	L66	S68°48'06"W	82.27	L136	N54°09'45"E	62.02
L9	N72°19'48"W	175.99	L67	N45°30'22"W	221.66	L137	N73°19'10"E	39.29
L10	N79°12'43"W	171.91	L68	N45°30'22"W	121.75	L138	S88°14'00"E	86.87
L11	N85°23'48"W	119.45	L69	S82°17'50"W	71.11	L139	N79°50'30"E	40.02
L12	N85°48'55"W	179.21	L70	S68°58'49"W	109.77	L140	N40°47'50"E	46.85
L13	S78°09'50"W	93.56	L71	N63°55'19"W	74.51	L141	N13°49'29"E	70.37
L14	S85°29'23"W	52.18	L83	N83°55'19"W	169.06	L142	N73°58'09"W	61.42
L15	S84°42'49"W	73.25	L84	N61°58'45"W	175.63	L143	S61°14'25"W	330.85
L16	S80°57'34"W	39.19	L85	N33°26'48"W	298.69	L144	S18°44'11"W	644.29
L17	S84°58'19"W	46.69	L86	N13°17'39"W	56.60	L145	S49°17'18"W	177.26
L18	S57°19'03"W	79.29	L87	N70°55'43"W	194.87	L146	S27°28'17"W	123.52
L19	S65°48'00"W	43.14	L88	N54°21'23"W	67.19			
L20	S86°52'31"W	33.82	L89	N27°52'21"W	138.68			
L21	N60°11'50"W	116.79	L90	N32°22'24"W	202.55			
L22	N39°30'58"W	85.59	L91	N27°19'03"W	225.93			
L23	N39°30'58"W	24.51	L92	N10°26'15"W	110.88			
L24	N38°00'29"W	81.65	L93	S88°16'54"W	166.24			
L25	N43°06'00"W	74.65	L94	S50°09'09"W	150.22			
L26	N54°00'28"W	195.15	L95	S32°14'16"W	6.98			
L27	N53°29'47"W	253.90	L96	N60°49'53"W	27.33			
L28	N47°52'28"W	88.77	L97	N2°07'01"E	73.96			
L29	N38°21'09"W	92.41	L98	N8°58'55"W	242.44			
L30	N2°05'53"W	69.13	L99	N51°20'20"W	101.27			
L31	N28°05'53"W	44.75	L100	N0°52'01"W	93.98			
L32	N13°59'12"W	98.50	L101	N13°51'58"W	165.00			
L33	N12°03'W	66.36	L102	N11°38'31"E	231.05			
L34	N16°01'53"W	52.37	L103	N23°38'01"E	198.00			
L35	N39°55'36"W	54.00	L104	N23°38'01"E	264.00			
L36	N47°52'55"W	129.99	L106	N28°18'09"W	147.76			
L37	N89°44'02"W	57.85	L107	S47°52'28"E	79.08			
L38	N83°05'53"W	58.75	L108	S39°30'58"W	110.10			
L40	N5°17'06"E	104.32	L110	N10°01'12"E	121.98			
L41	N4°12'27"W	81.10	L111	N73°35'12"W	205.83			
L42	N42°06'19"W	110.39	L112	N64°19'01"W	310.70			
L43	N57°20'04"W	131.96	L113	S30°38'25"W	254.60			
L44	N64°14'25"W	217.49	L114	S17°44'02"W	180.20			
L45	N53°41'39"W	86.03	L115	S79°01'04"W	146.59			
L46	N42°03'53"W	49.35	L116	N25°24'28"W	156.12			
L47	N22°03'44"W	60.99	L117	N45°30'22"W	57.61			
L48	N15°45'43"W	60.70	L118	N48°22'02"E	146.64			
L49	N34°29'37"W	50.79	L119	N69°11'40"E	46.73			
L50	N58°14'52"W	36.65	L120	N77°25'02"E	70.52			
L51	N46°08'49"W	27.94	L121	N88°27'23"E	68.18			
L52	N30°12'35"W	83.30	L122	S64°46'57"E	87.90			
L53	N27°27'20"W	77.77	L123	S45°36'15"E	50.69			
L54	N38°10'56"W	85.14	L124	S37°47'12"E	95.91			
L55	S34°10'54"E	226.49	L125	S29°14'16"E	61.43			
L56	N63°02'47"E	208.95	L126	S19°41'18"E	216.10			
L57	S81°43'32"E	104.16	L127	S30°57'17"E	92.20			
L58	S8°33'10"E	20.30	L128	S12°32'00"E	92.37			



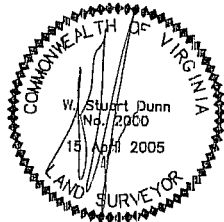
Area Tabulation:

51.3496 acres	area of Lot 1
51.5000 acres	area of Lot 2
51.0000 acres	area of Lot 3
50.1000 acres	area of Lot 4
50.1000 acres	area of Lot 5
50.1000 acres	area of Lot 6
50.1000 acres	area of Lot 7
50.1000 acres	area of Lot 8
117.8968 acres	area of Lot 9
44.5513 acres	area of Lot 11
75.0000 acres	area of Lot 12
51.0000 acres	area of Lot 13
51.5458 acres	area of Lot 14

funds
lots in
private
for
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those
private
ublic use.

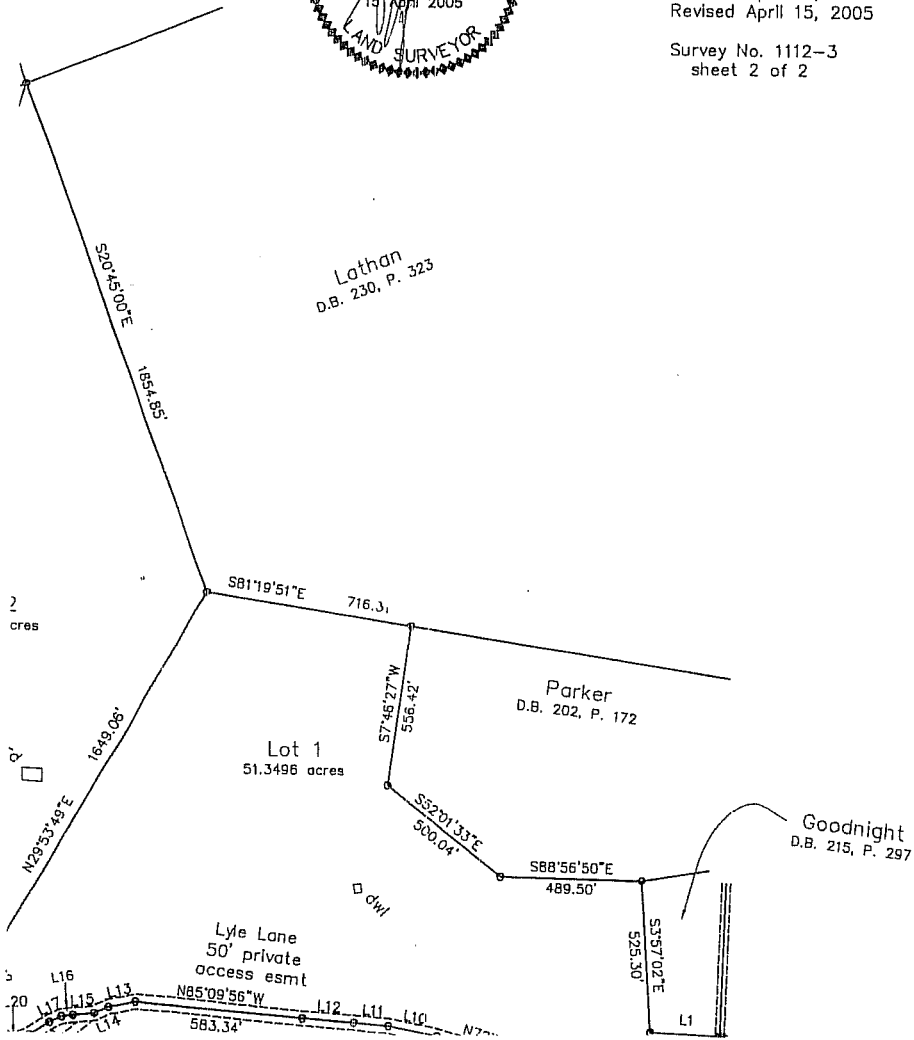


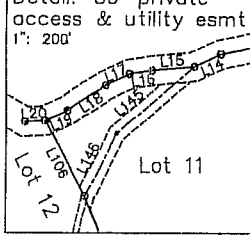
Eastham
D.B. 229, P. 521



Dunn Land Surveys, Inc.
101 East Main Street
Berryville, Virginia 22611
Tel: 540-955-3388
March 28, 2005
Revised April 14, 2005
Revised April 15, 2005

Survey No. 1112-3
sheet 2 of 2

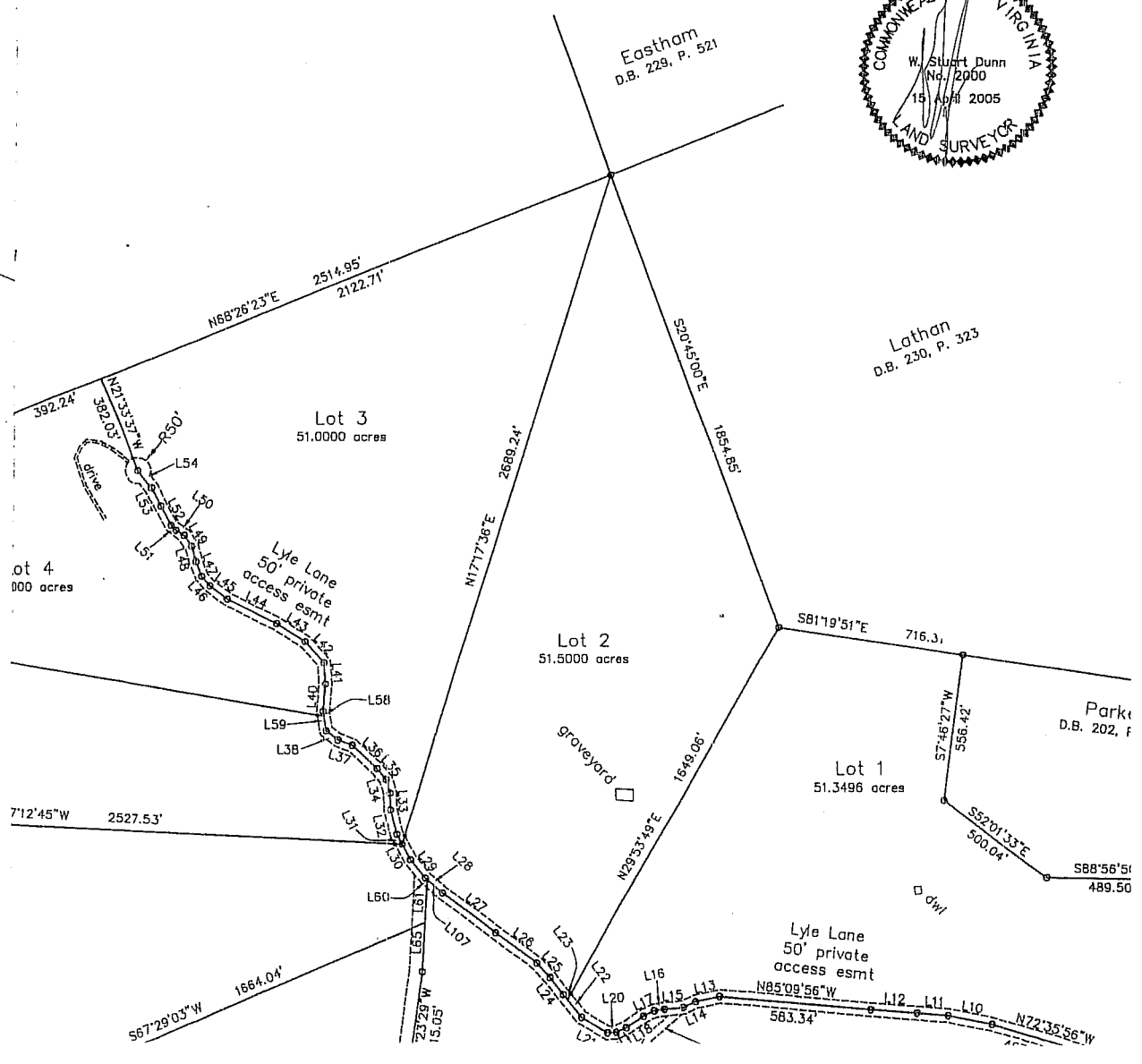
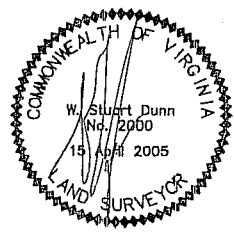
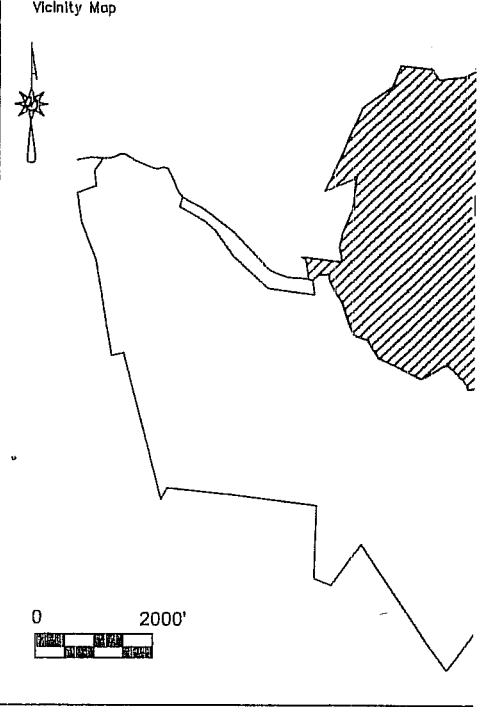




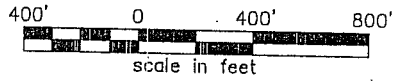
Approval: # Exempt Division
APPROVED
ZONING ADMINISTRATOR
RAPPAHANNOCK COUNTY
 DATE 4-21-05

[Signature]
 County Administrator Rappahannock County
 date:

The private streets in this subdivision will not be maintained with funds of Rappahannock County or funds administered by VDOT. In the event that owners of lots in the subdivision subsequently desire the addition of private streets to the secondary system of state highways for maintenance, the cost to upgrade it to the prescribed standards must be provided from funds other than those administered by VDOT and Rappahannock County. Private streets in this subdivision are not dedicated for public use.



Detail:
 access:
 1" = 200'
 L106
 Lot 12

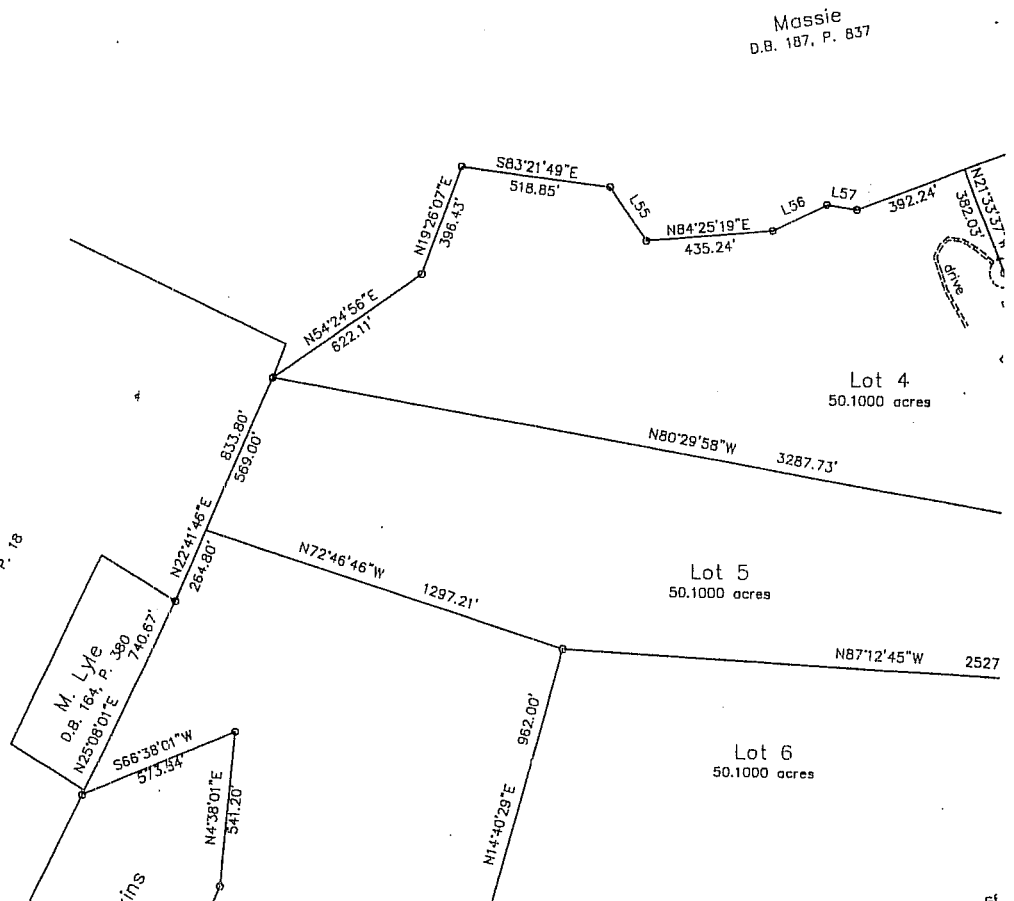
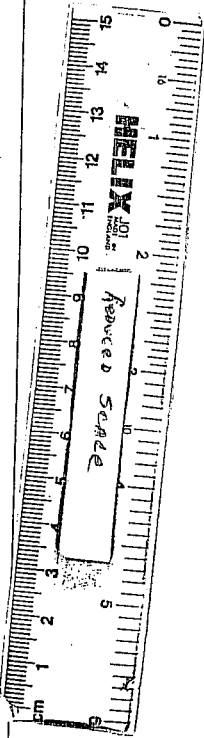


Owners' Certificate: The undersigned fee simple owner hereby certifies that the foregoing Exempt Division, being a portion of the lands conveyed to Virginia Property Group II, LLC, in deed recorded in Instrument 04-2181-4 and Instrument 04-1324-4, is made with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, if any, of said lands and the same is hereby confirmed and submitted for record with the Clerk of the Circuit Court of Rappahannock County, Virginia.

John G. Jones
 for Virginia Property Group II, LLC

State of Virginia, County of Stafford, to wit: Acknowledged before me in my State and County aforesaid this 19th day of April, 2005.

Notary Public: Paula Johnson My commission expires: October 31, 2008



COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
COUNTY OF RAPPAHANNOCK CIRCUIT COURT
DEED RECEIPT

DATE: 04/22/05 TIME: 14:51:41 ACCOUNT: 157CLR050000761 RECEIPT: 0500000149E
CASHIER: MRR REG: HK05 TYPE: AG-PL PAYMENT: FULL PAYMENT
INSTRUMENT : 050000761 BOOK: PAGE: RECORDED: 04/22/05 AT 14:50
GRANTOR: VIRGINIA PROPERTY GROUP II LLC EX: N LOC: CD
GRANTEE: BENNETT, JOHN C: TR EX: N PCT: 100%

AND ADDRESS : F
RECEIVED OF : FEIL PETTIT WILLIAMS

CHECK : \$61.00

DESCRIPTION 1: DECLARATION OF SUBDIVISION. EASEMENT. PRIVATE PAGES: 0
2: ROAD MAINTENANCE AGREEMENT NAMES: 0

CONSIDERATION: .00 A/VAL: .00 MAP: 30-27
PIN:

301 DEEDS 41.50 145 VSLF 4.50
106 TECHNOLOGY FUND FEE 15.00

TENDERED : 61.00
AMOUNT PAID: 61.00
CHANGE AMT : .00

CLERK OF COURT: DIANE BRUCE

(1143-005 8/04)

BUSINESS FORMS SPECIALTY, INC (757) 827-9575



Document Prepared by:
Feil, Pettit & Williams, PLC
P.O. Box 2057
Charlottesville, VA 22902
Tax Map Parcels: 30-25, 30-27, 30-28, 30-29, 31-2 and 31-3

**AMENDED DECLARATION OF SUBDIVISION, EASEMENT
AND
PRIVATE ROAD MAINTENANCE AGREEMENT**

THIS AMENDED DECLARATION OF SUBDIVISION, EASEMENT AND PRIVATE ROAD MAINTENANCE AGREEMENT (the "Amended Declaration") is made this 14th day of June, 2005, by **VIRGINIA PROPERTY GROUP II, LLC**, a Virginia limited liability company ("Declarant") and **JOHN C. BENNETT, TRUSTEE**, who joins solely for the purpose of consenting to the Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the County of Rappahannock (the "Property") and described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13 and 14 as shown on a subdivision plat prepared by Dunn Land Surveyors, Inc., dated March 28, 2005, entitled "Battle Run Farm, Phase 1" (the "Subdivision Plat") which was attached to a Declaration of Subdivision, Easement and Private Road Maintenance Agreement dated April 18, 2005 (the "Declaration") and recorded in the Clerk's Office as Instrument No. 050000761; and

WHEREAS, the Declaration provides for a non-exclusive, perpetual easement of right of way for and over the parcels described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14 as shown on the Subdivision Plat (the "Lots") for ingress, egress, storm water drainage and underground utilities, and for maintenance of the roads within such access easement (the "Access & Utility Easement"); and

WHEREAS, Declarant desires adjust the original boundaries of the certain Lots as more particularly shown and described as Lots 1 (Rev.), 2 (Rev.), 3 (Rev.), 4 (Rev.), 5 (Rev.), 6 (Rev.), 7 (Rev.), 8 (Rev.), 9 (Rev.), and 14 (Rev.) (collectively the "Revised Lots" and individually a "Revised Lot") on a boundary adjustment plat prepared by Dunn Land Surveyors, Inc., dated June 1, 2005 last revised June 14, 2005 entitled "Battle Run Farm, Boundary Line Adjustment of Phase 1" (the "Boundary Adjustment Plat"), which Boundary Adjustment Plat is attached hereto and recorded herewith, and to adjust the location of the Access & Utility Easement; and

WHEREAS, Declarant owns more than two-thirds of the Lots and this Amended Declaration does not restrict or affect the rights provided in Section 1 of the Declaration of any non-consenting owner;

Declaration:

NOW, THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Declarant, the Declarant does hereby amend the Declaration as set forth herein:

6/20/05 Ret. to Hampton Title

1. The property originally constituting Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 14 and the boundaries thereof as shown on the Subdivision Plat (the "Original Lots") is hereby changed to become the Revised Lots as shown on sheets 2 & 3 of the Boundary Adjustment Plat. Lots 11, 12 and 13 (the "Unrevised Lots") are not affected. The Revised Lots and the Unrevised Lots shall be subject to the Declaration and shall be Lots as defined in the Declaration.

2. Any easements along the boundaries of the Original Lots as provided for in the Battle Run Farm Declaration of Covenants, Conditions, Restrictions and Easements dated March 7, 2005 and recorded as Instrument No. 050000560 in the Clerk's Office shall be relocated to the boundaries of the Revised Lots and shall be vacated on the boundaries of the Original Lots.

3. The Access & Utility Easement provided for in the Declaration is hereby relocated to the locations shown and described on the Boundary Adjustment Plat as "Lyle Lane 50' private access & utility esmt"; "50' private access & utility esmt" and "50' private access esmt" (collectively the "New Access & Utility Easement"). That portion of the Access & Utility Easement shown on the Subdivision Plat which is no longer within the New Access & Utility Easement shown on the Boundary Adjustment Plat is hereby vacated.

4. The New Access & Utility Easement shall allow ingress to and egress from the Revised Lots and the Unrevised Lots to Route 633 and 729.

5. All other terms of the Declaration shall remain in full force and effect.

6. The terms, covenants and conditions set forth in this Amended Declaration shall run with the Revised Lots and the Unrevised Lots, and shall be binding on the heirs, personal representatives, successors in title and or assigns of the owners of the Revised Lots and the Unrevised Lots in perpetuity.

7. The doctrine of merger shall not operate to terminate or extinguish the easement created and established herein, it being the intent of Declarant that this easement not merge because of the current or any future similar ownership of the Revised Lots and the Unrevised Lots.

8. John C. Bennett, Trustee under the Deed of Trust by and between Declarant and John C. Bennett, Trustee dated July 1, 2004 and recorded in the Clerk's Office on July 7, 2004 as Instrument No. 040001325 ("Deed of Trust"), hereby consents to this Amended Declaration.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO AMENDED DECLARATION]

WITNESS the following signatures and seals:

VIRGINIA PROPERTY GROUP II, LLC,
a Virginia limited liability company

By: *Michael G. DeTorres* (SEAL)
Michael G. DeTorres, Manager

TRUSTEE:

John C. Bennett (SEAL)
John C. Bennett, Trustee

STATE OF VIRGINIA
CITY/COUNTY OF Amherst, to-wit:

The foregoing Declaration of Subdivision, Easement and Private Road Maintenance Agreement was acknowledged before me by Michael G. DeTorres, Manager, on behalf of Virginia Property Group II, LLC, on this 17th day of June, 2005.

My commission expires: 11/30/09

(SEAL)

Donald H. Jey
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Walpepen, to-wit:

The foregoing Declaration of Subdivision, Easement and Private Road Maintenance Agreement was acknowledged before me by John C. Bennett, Trustee, on this 21st day of June, 2005.

My commission expires: 3/31/06

(SEAL)

Eileen Sisk
Notary Public

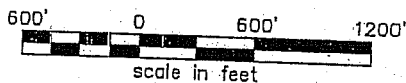
05-1168-13

INSTRUMENT #050001168
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
JUNE 23, 2005 AT 02:23PM
DIANE BRUCE, CLERK

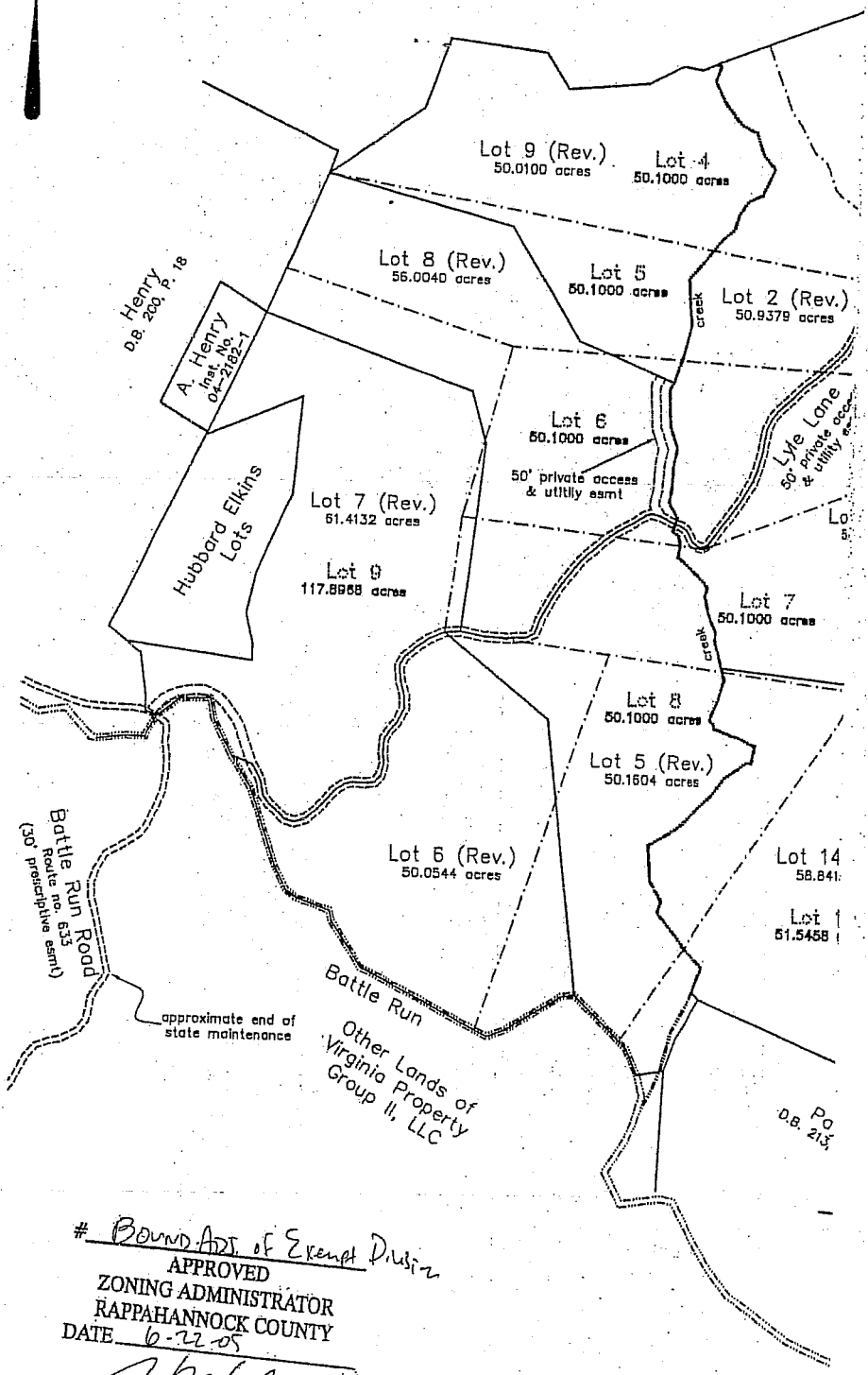
RECORDED BY: LWN

A handwritten signature in black ink, appearing to be 'LWN', is written over the printed text 'RECORDED BY: LWN'.

05-1168-1



Massie
D.B. 187, P. 837



Bound. Act. of Exempt Division
 APPROVED
 ZONING ADMINISTRATOR
 RAPPAHANNOCK COUNTY
 DATE 6-22-05

John M. [Signature]



Eastham
D.B. 229, P. 521

Lathan
D.B. 230, P. 323

Parker
D.B. 202, P. 172

Goodnig
D.B. 215, P.

Route no. 729
(30' prescriptive esmt)

Wren
D.B. 227, P. 610

Payne
D.B. 213, P. 861

Payne
D.B. 185, P. 743

Payne
D.B. 213, P. 861

Payne
D.B. 213, P. 861

Payne
D.B. 213, P. 861

Lot 13
51.0000 acres

Lot 14
51.5458 acres

Lot 14 (Rev.)
58.8415 acres

Lot 12
75.0000 acres

Lot 11
44.5513 acres

Lot 7
50.1000 acres

Lot 4 (Rev.)
55.7932 acres

Lot 1 (Rev.)
86.4324 acres

Lot 1
51.3498 acres

Lot 2
81.6000 acres

Lot 2 (Rev.)
50.9379 acres

Lot 3
81.0000 acres

Lot 3 (Rev.)
54.1452 acres

Lyle Lane
50' private access
& utility esmt

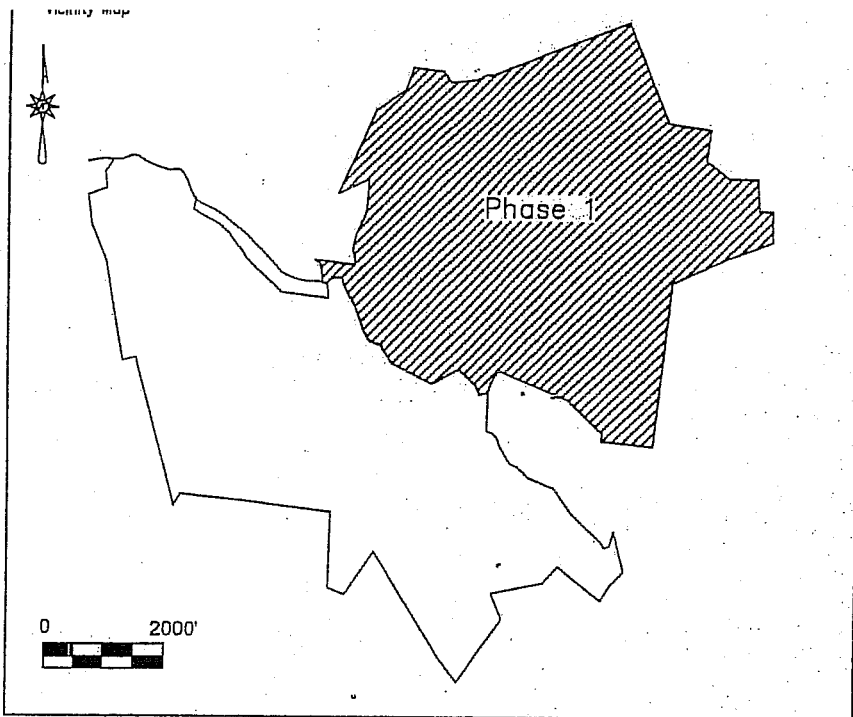
Lyle Lane
50' private access
& utility esmt

50' private
access esmt

crack

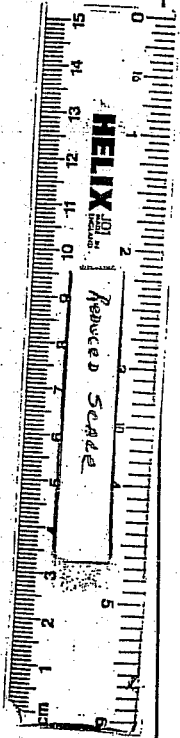
IV.)
85

37



Goodnight
D.B. 215, P. 297

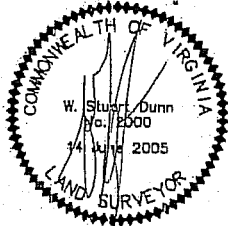
Route no. 729
(30 prescriptive easmt)



Battle Run Farm

Boundary Line Adjustment of Phase 1

Land of Virginia Property Group II, LLC
 Tract 2, Tax Map 31 Tract 3, Tax Map 31 Tract 4, Tax Map 30
 Tract 18, Tax Map 30 Tract 19, Tax Map 30 Tract 20, Tax Map 30
 Tract 21, Tax Map 30 Tract 21A, Tax Map 30 Tract 22, Tax Map 30
 Tract 25, Tax Map 30 Tract 27, Tax Map 30
 Tract 28, Tax Map 30 Tract 29, Tax Map 30
 Instrument No. 04-2181-4 Instrument No. 04-1324-4
 Jackson Magisterial District, Rappahannock County, Virginia
 Hampton Magisterial District, Rappahannock County, Virginia



Dunn Land Surveys, Inc.
 101 East Main Street
 Berryville, Virginia 22611
 Tel: 540-955-3388
 June 1, 2005
 Revised June 7, 2005
 Revised June 14, 2005

Survey No. 1112-6
 sheet 1 of 3

Route no. 729
(30' prescriptive easmt)

30' private
access &
utility easmt

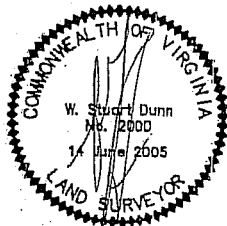
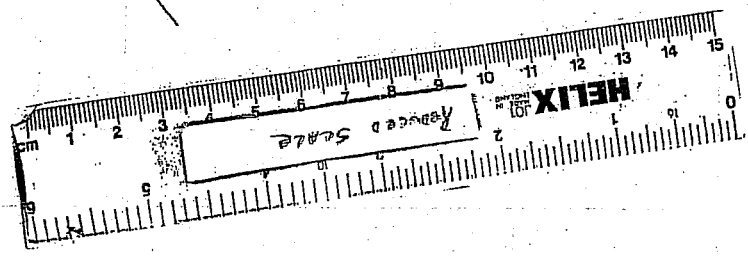
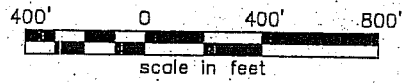
Lot 11
44.5513 acres



WREN
D.B. 227, P. 610

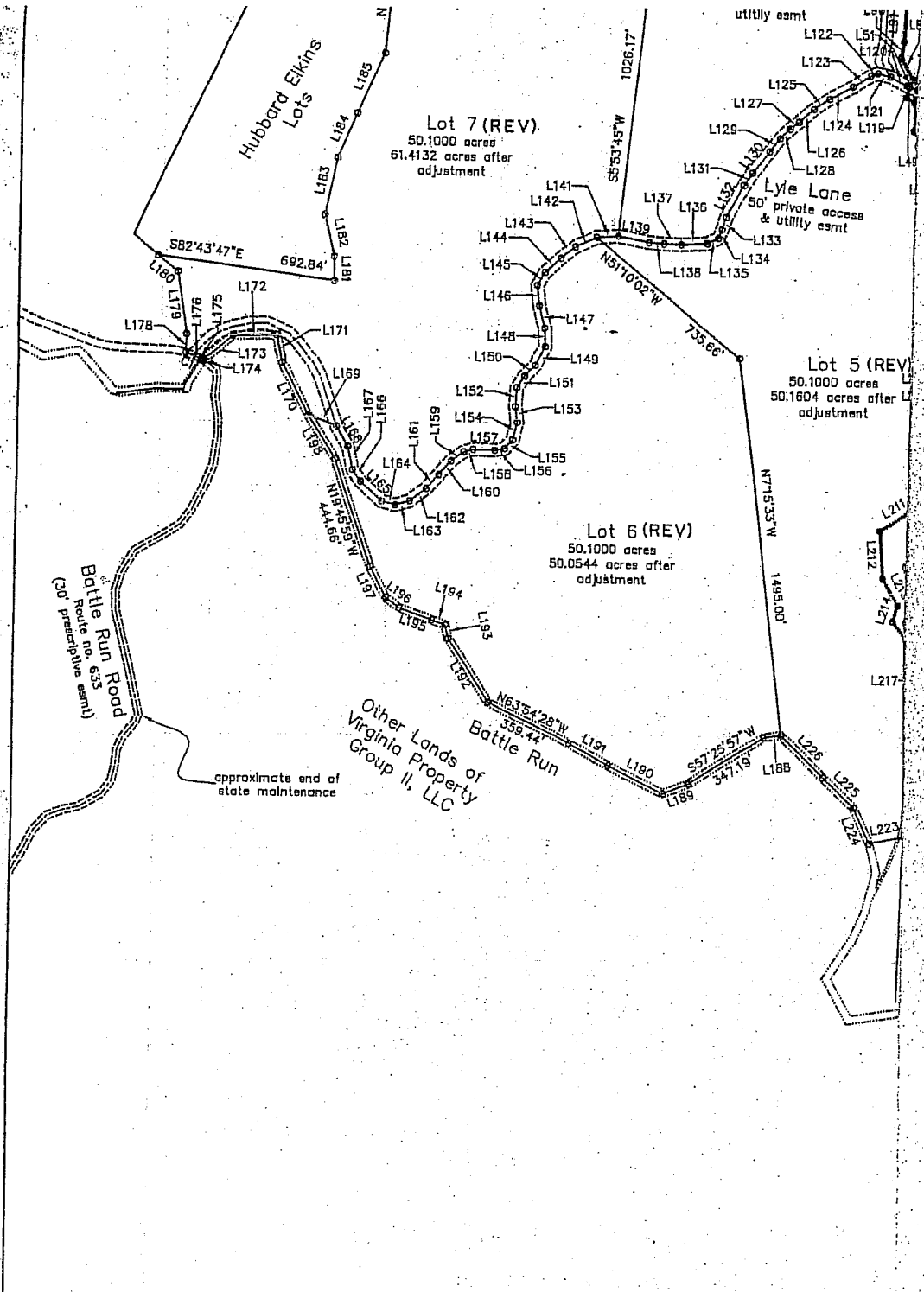
POYNE
D.B. 213, P. 661

POYNE
D.B. 165, P. 743



Dunn Land Surveys, Inc.
101 East Main Street
Berryville, Virginia 22611
Tel: 540-955-3388
June 1, 2005
Revised June 7, 2005
Revised June 14, 2005

Survey No. 1112-6



Approval:

Bound. Adj. of Exempt Div.
APPROVED
ZONING ADMINISTRATOR
RAPPAHANNOCK COUNTY
 DATE 6.22.05

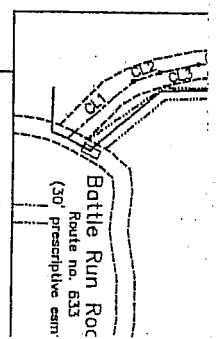
[Signature]

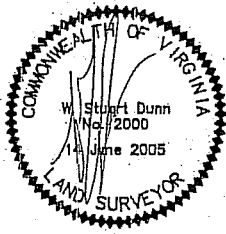
County Administrator Rappahannock County

date:

Area Tabulation (Adjusted):

Lot 1	86.4324
Lot 2	50.9379
Lot 3	54.1452
Lot 4	55.7932
Lot 5	50.1604
Lot 6	50.0544
Lot 7	61.4132
Lot 8	56.0040
Lot 9	50.0100
Lot 10	44.5513
Lot 11	75.0000
Lot 12	51.0000
Lot 13	51.0000
Lot 14	58.8415





Dunn Land Surveys, Inc.
 101 East Main Street
 Berryville, Virginia 22611
 Tel: 540-955-3388
 June 1, 2005
 Revised June 7, 2005
 Revised June 14, 2005

Survey No. 1112-6
 sheet 3 of 3

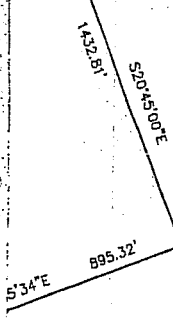
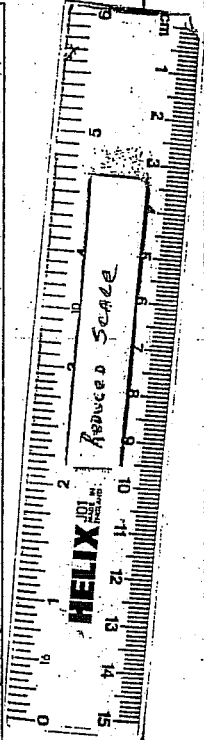
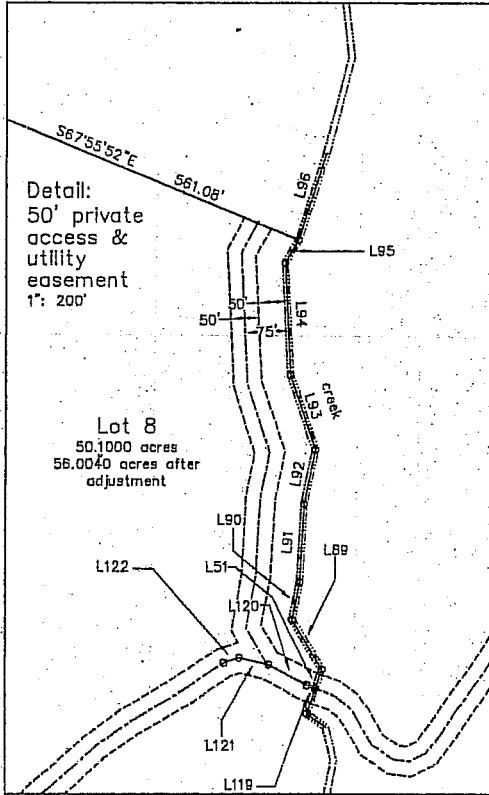
and fee simple owner hereby certifies that the deed of Battle Run Farm, Phase I, being Property Group II, LLC, in deed instrument 04-1324-4, is made with the estates of the undersigned owners, and the same is hereby confirmed by the Circuit Court of Rappahannock

W. Stuart Dunn

to wit: Acknowledged before me this 14th day of June, 2005.

Commission expires: 11/30/09

Eastham
 D.B. 229, P. 521



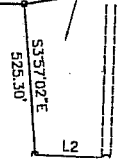
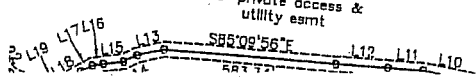
Lathan
 D.B. 230, P. 323

Parker
 D.B. 202, P. 172

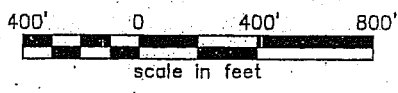
Lot 1 (REV)
 51.3496 acres
 86.4324 acres after adjustment

Goodnight
 D.B. 215, P. 297

Lyle Lane
 50' private access & utility esmt



208.95	L173	S50°09'09"W	150.22
104.16	L174	S32°14'18"W	6.98
95.41	L175	N80°49'53"W	27.33
15.28	L176	N62°49'04"W	16.64
73.78	L177	N68°23'07"W	29.98
52.95	L178	N2°07'01"E	73.98
28.74	L179	N8°58'55"W	242.44
83.89	L180	S51°28'20"W	101.67
102.68	L181	N0°52'00"W	93.98
73.34	L182	N13°51'58"W	185.00
79.53	L183	N16°38'31"E	231.05
44.19	L184	N23°38'01"E	198.00
55.22	L185	N23°38'01"E	264.00
68.69	L186	S86°38'01"W	264.00
108.55	L187	S86°38'01"W	309.84
58.71	L188	S91°17'50"W	71.11
145.07	L189	S88°18'49"W	109.77
50.87	L190	N63°55'19"W	243.57
38.84	L191	N81°38'45"W	176.63
48.99	L192	N33°28'48"W	298.69
103.14	L193	N13°17'39"W	56.80
69.24	L194	N70°55'43"W	55.42
59.67	L195	N70°55'43"W	139.46
123.23	L196	N54°21'23"W	67.19
298.00	L197	N27°52'21"W	138.88
65.94	L198	N32°22'24"W	202.55
91.34	L199	S16°55'48"E	224.26
74.98	L200	S18°34'07"W	123.67
84.58	L201	S22°39'12"W	113.07
59.31	L202	S50°18'20"E	25.46
79.29	L203	S16°49'07"E	30.08
88.27	L204	S70°49'17"E	143.74
72.56	L205	S64°44'56"E	98.24
84.29	L206	S9°41'51"W	96.94
59.43	L207	N84°55'10"W	23.32
54.87	L208	S52°55'19"W	148.59
73.56	L209	S38°02'23"W	128.86
61.42	L210	S47°04'31"W	244.61
70.37	L211	S57°18'27"W	192.03
48.85	L212	S4°36'56"E	187.83
40.02	L213	S30°58'56"E	124.08
88.87	L214	S17°54'40"W	64.67
39.28	L215	S39°18'36"E	165.19
62.02	L216	S35°20'53"E	61.98
72.30	L217	S37°44'15"E	23.20
73.25	L218	S47°45'45"E	142.84
80.49	L219	S20°58'06"W	144.40
61.58	L220	S48°08'50"E	53.36
55.72	L221	S30°38'25"W	254.60
114.92	L222	S17°44'02"W	180.20
58.20	L223	S79°01'04"W	146.59
82.37	L224	N28°42'28"W	151.12
92.20	L225	N45°30'22"W	168.66
120.71	L226	N45°30'22"W	232.36
225.93	L228	N45°05'42"W	229.66
110.88	L230	N16°55'48"W	70.91
168.24	L231	N10°01'18"E	121.98

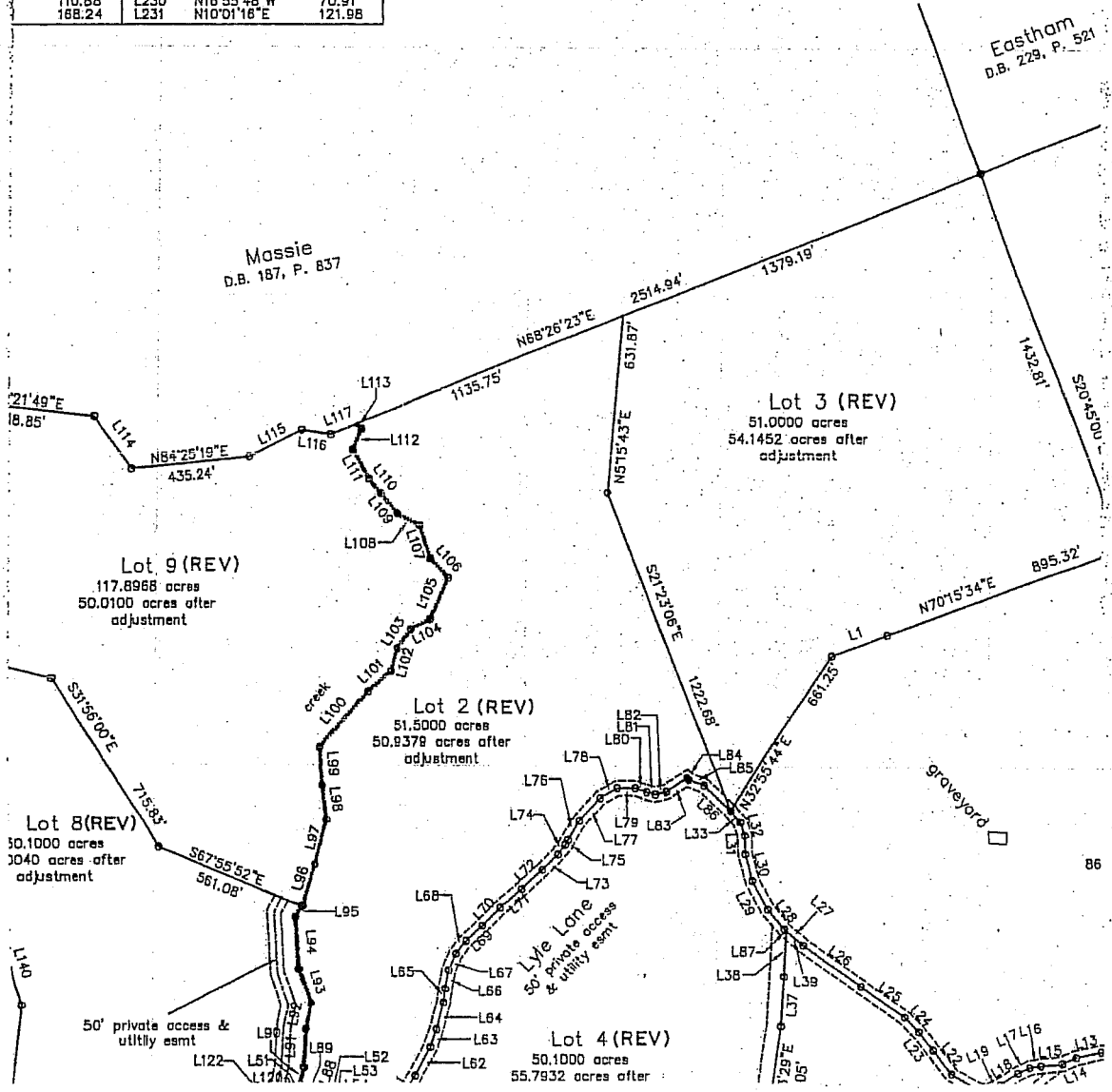


Owners' Certificate: The undersigned fee simple owner that the foregoing Boundary Line Adjustment of Bottle Run for a portion of the lands conveyed to Virginia Property Group II, L.P. Recorded in Instrument 04-2181-4 and Instrument 04-1324-4 free consent and in accordance with the desires of the unders proprietors and trustees, if any, of said lands and the same is and submitted for record with the Clerk of the Circuit Court of County, Virginia.

for Virginia Property Group II, LLC *Richard J. For*

State of Virginia, County of Amherst, to wit: Acknowledged in my State and County aforesaid this 20th day of June.

Notary Public: *Donald N. Jy* My commission expires: 1

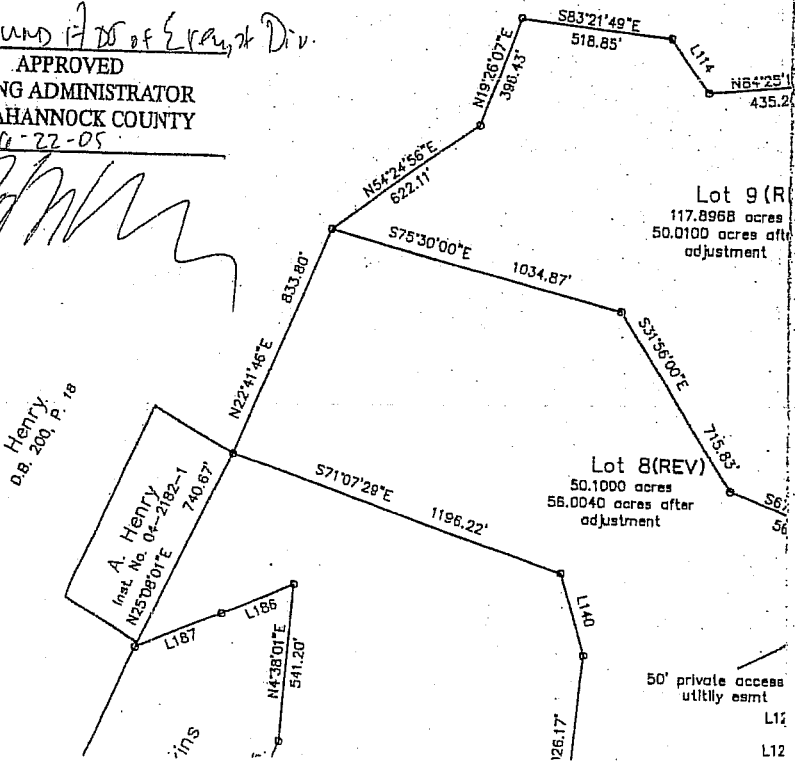


L1	N68°54'30"E	214.66	L58	S36°59'09"W	43.42	L115	N63°02'47"E	208.95	L173
L2	S87°24'07"E	242.22	L59	S34°28'35"W	46.32	L116	S81°43'32"E	104.18	L174
L3	N1°38'31"W	187.52	L60	S37°40'32"W	77.31	L117	N68°28'23"E	95.41	L175
L4	N43°46'16"E	73.75	L61	S28°55'14"W	145.93	L118	S70°28'16"E	15.28	L176
L5	N82°41'22"E	44.16	L62	S28°26'54"W	115.43	L119	S62°03'40"E	73.78	L177
L6	S84°20'19"E	55.51	L63	S19°06'53"W	67.30	L120	S77°19'30"E	52.93	L178
L7	S78°38'20"E	109.29	L64	S14°19'25"W	101.75	L121	N72°30'11"E	28.74	L179
L8	S74°55'57"E	112.39	L65	S7°12'38"W	51.78	L122	N66°41'20"E	63.98	L180
L9	S78°12'48"E	175.99	L66	S10°37'58"W	66.49	L123	N80°13'47"E	102.86	L181
L10	S75°24'48"E	119.45	L67	S24°08'33"W	66.71	L124	N54°18'17"E	73.34	L182
L11	S85°23'48"E	179.21	L68	S38°34'19"W	80.85	L125	N47°30'00"E	79.53	L183
L12	S85°48'55"E	93.56	L69	S47°54'59"W	81.12	L126	N50°50'57"E	44.19	L184
L13	N78°09'50"E	93.56	L70	S44°08'42"W	92.76	L127	N45°02'39"E	55.22	L185
L14	N65°29'23"E	52.18	L71	S50°08'19"W	100.82	L128	N38°25'48"E	68.69	L186
L15	N84°42'49"E	73.25	L72	S48°00'28"W	102.54	L129	N37°58'07"E	108.55	L187
L16	N80°37'34"E	39.19	L73	S45°40'56"W	78.97	L130	N30°54'32"E	56.71	L188
L17	N84°58'19"E	46.89	L74	S38°55'39"W	41.91	L131	N27°52'36"E	145.07	L189
L18	N57°18'03"E	79.29	L75	S28°52'34"W	20.40	L132	N17°11'55"E	50.87	L190
L19	N65°48'00"E	43.14	L76	S30°37'11"W	83.78	L133	N23°15'34"E	38.84	L191
L20	N88°52'31"E	33.82	L77	S43°09'18"W	110.04	L134	N63°54'38"E	46.99	L192
L21	S80°11'50"E	116.79	L78	S63°01'49"W	32.14	L135	N86°30'24"E	103.14	L193
L22	S39°30'58"E	110.10	L79	N89°25'02"W	63.25	L136	S88°19'00"E	69.24	L194
L23	S38°00'28"E	81.65	L80	N71°23'00"W	42.95	L137	S88°08'20"E	58.67	L195
L24	S43°06'00"E	74.65	L81	N78°52'04"W	32.45	L138	S79°48'29"E	123.23	L196
L25	S54°00'28"E	195.15	L82	S77°03'46"W	39.38	L139	S16°04'52"E	298.00	L197
L26	S53°29'47"E	253.90	L83	S58°42'46"W	90.05	L140	N88°15'31"E	85.94	L198
L27	N47°32'28"W	88.77	L84	N53°29'33"W	10.55	L141	N64°51'19"E	91.34	L199
L28	N38°21'09"W	92.41	L85	N69°44'02"W	57.85	L142	N53°14'08"E	74.98	L200
L29	N28°05'53"W	113.68	L86	N47°52'55"W	129.99	L143	N47°48'01"E	84.58	L201
L30	N13°59'12"W	98.50	L87	S47°52'28"E	9.68	L144	N29°25'55"E	59.31	L202
L31	N11°20'03"W	66.38	L88	N19°04'18"E	32.72	L145	N5°44'03"W	79.29	L203
L32	N18°01'53"W	52.37	L89	N30°44'31"W	64.60	L146	N13°59'34"W	88.27	L204
L33	N39°55'38"W	54.00	L90	N11°10'08"E	134.81	L147	N15°01'17"W	72.58	L205
L34	N64°19'01"W	310.70	L91	N3°17'12"E	95.91	L148	N28°54'18"E	64.29	L206
L35	N28°18'09"W	147.76	L92	N18°37'29"W	133.31	L149	N42°20'34"E	59.43	L207
L36	N73°55'12"W	205.83	L93	N2°49'38"W	191.59	L150	N32°42'55"E	73.56	L208
L37	N3°19'48"E	184.36	L94	N29°47'58"E	46.58	L151	N3°55'19"E	61.42	L209
L38	N31°19'48"E	187.08	L95	N17°35'43"E	153.43	L152	N7°38'09"W	70.37	L210
L39	S47°52'28"E	79.08	L96	N14°55'30"E	187.85	L153	N13°49'29"E	46.85	L211
L40	S18°55'48"W	153.37	L97	N6°40'38"W	123.59	L154	N40°47'50"E	40.02	L212
L41	S5°55'21"E	43.08	L98	N3°39'56"W	132.28	L155	S88°14'00"E	86.87	L213
L42	N23°17'26"W	122.80	L99	N39°53'02"E	266.92	L156	N7°18'10"E	39.29	L214
L43	N14°32'07"W	90.75	L100	N47°31'19"E	109.75	L157	N4°08'45"E	62.02	L215
L44	N18°04'07"E	49.28	L101	N16°08'51"E	86.71	L158	N41°14'54"E	72.30	L216
L45	N39°35'01"W	61.01	L102	N34°28'54"E	84.71	L159	N41°49'38"E	73.25	L217
L46	N49°27'32"W	174.11	L103	N63°23'20"E	78.59	L160	N52°32'46"E	80.49	L218
L47	N11°22'05"E	56.30	L104	N24°04'44"E	158.58	L161	N74°07'41"E	61.58	L219
L48	N12°41'28"W	59.67	L105	N42°45'20"W	96.10	L162	S75°28'08"E	55.72	L220
L49	N5°41'30"W	38.54	L106	N62°23'19"W	82.29	L163	S48°28'48"E	114.92	L221
L50	N19°04'18"E	43.63	L107	N38°57'59"W	93.01	L164	S37°06'57"E	58.20	L222
L51	N70°25'18"W	33.95	L108	N38°28'04"W	67.94	L165	S30°57'17"E	92.37	L223
L52	N54°21'56"W	29.83	L109	N28°48'30"W	116.31	L166	S89°27'58"E	120.71	L224
L53	N37°42'03"W	22.04	L110	N22°43'13"E	80.51	L167	N27°19'03"W	225.93	L225
L54	N28°39'23"W	55.16	L111	N49°27'54"W	26.04	L168	N10°26'15"W	110.88	L226
L55	N58°20'09"W	24.89	L112	S34°36'54"E	226.49	L169			L227
L56	N82°39'38"W	33.37	L113			L170			L228
L57	S63°32'42"W		L114			L171			L229
						L172			L230
									L231

CURVE	BEARING	CHORD	RADIUS	ARC	DELTA
C1	N62°36'56"W	46.57	240.00	46.64	11°08'05"
C2	S0°37'00"E	331.07	4200.00	331.16	4°31'03"

Boundaries of Erazor Div.
 APPROVED
 ZONING ADMINISTRATOR
 RAPPAHANNOCK COUNTY
 DATE 0-22-05

[Handwritten Signature]



50' private access
 utility esmt
 L11
 L12

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
COUNTY OF RAPPAHANNOCK CIRCUIT COURT
DEED RECEIPT

DATE: 06/23/05 TIME: 14:24:05 ACCOUNT: 157CLR050001168 RECEIPT: 05000002300
CASHIER: LWN REG: HK05 TYPE: DEC-PL PAYMENT: FULL PAYMENT
INSTRUMENT : 050001168 BOOK: PAGE: RECORDED: 06/23/05 AT 14:23
GRANTOR: VIRGINIA PROPERTY GROUP II LLC EX: N LOC: CO
GRANTEE: BENNETT, JOHN C: TR EX: N PCT: 100%

AND ADDRESS : F DATE OF DEED: 06/14/05
RECEIVED OF : HAMPTON TITLE

CHECK : \$98.00 PAGES: 13
DESCRIPTION 1: NAMES: 0

CONSIDERATION: .00 A/VAL: .00 MAP: 30-25
FIN:

301 DEEDS 72.00 145 VSLF 6.00
106 TECHNOLOGY FUND FEE 20.00

TENDERED : 98.00
AMOUNT PAID: 98.00
CHANGE AMT : .00

CLERK OF COURT: DIANE BRUCE

(1143-005 8/04)

BUSINESS FORMS SPECIALTY, INC (757) 827-9575

Ret 4/20
Document Prepared by:
Feil, Pettit & Williams, PLC
P.O. Box 2057
Charlottesville, VA 22902
Tax Map Parcels: 31-3 and 30-28

05-762-1

DECLARATION OF EASEMENT AND POND MAINTENANCE AGREEMENT

THIS DECLARATION OF EASEMENT AND POND MAINTENANCE AGREEMENT (the "Declaration") is made this 18th day of April, 2005, by **VIRGINIA PROPERTY GROUP II, LLC**, a Virginia limited liability company ("Declarant") and **JOHN C. BENNETT, TRUSTEE**, who joins solely for the purpose of consenting to the Declaration.

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the County of Rappahannock, Virginia containing in the aggregate 1,468 acres, more or less, and more particularly shown and described on: (i) a plat made by Dunn Land Surveyors, Inc. dated April 1, 2004 and revised April 8, 2004, and recorded in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia ("Clerk's Office") as part of Instrument No. 040001324, being the property conveyed to the Declarant by Deed of V. John Lyle dated June 22, 2004 and recorded July 7, 2004 in the Clerk's Office as Instrument No. 040001324; and (ii) a plat made by Dunn Land Surveyors, Inc., dated October 11, 2004 and recorded in the Clerk's Office as part of Instrument No. 040002181, being the same property conveyed to the Declarant by Deed of Alvin F. Henry and Emily S. Henry dated November 5, 2004 and recorded November 12, 2004 in the Clerk's Office as Instrument No. 040002181 ("Battle Run Farm"); and

WHEREAS, the Declarant has subdivided a portion of Battle Run Farm (the "Property"), as shown on a subdivision plat prepared by Dunn Land Surveyors, Inc., dated March 28, 2005, last revised April 15, 2005 entitled "Battle Run Farm, Phase 1" (the "Subdivision Plat"), which Subdivision Plat is attached to the Declaration of Subdivision, Easement and Road Maintenance Agreement recorded immediately prior hereto; and

WHEREAS, a pond (the "Pond") is located on the boundary line between Lots 11 and 12 (respectively "Lot 11" and "Lot 12") and the approximate location of the Pond is shown on the Subdivision Plat; and

WHEREAS, the Declarant seeks to provide an easement for the recreational use of the Pond by the future owners of Lot 11 and Lot 12 (each an "Owner") and their successors and assigns and to provide for the maintenance of the Pond;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Declarant does hereby **DECLARE** and **ESTABLISH** the following described permanent, non-

exclusive, private easement for recreational use of the Pond and the area surrounding the Pond twenty (20) feet from the shoreline of the Pond ("Pond Easement") for the benefit of the Owners of Lot 11 and Lot 12, and their successors and assigns, and their household members, guests, agents and invitees, subject to the following conditions:

1. The Owners of Lot 11 and Lot 12 (and, with the Owner's permission, their household members, guests, agents and invitees) shall each have full and free use of the Pond, including that portion of the Pond which lies on the other Owner's Lot subject to the Pond Easement and shall have all of the rights and privileges reasonably necessary to the exercise of the Pond Easement; provided, however:

a. This right shall not extend to the construction of any docks, piers or other structures that extend beyond the boundary of each Owner's respective Lots and any docks, piers or other structures in the Pond shall not exceed thirty (30) feet in length or four hundred (400) square feet in area; and

b. The use of the Pond Easement shall not materially interfere with the use and enjoyment of the Pond by the other Owner on their respective Lot; and

2. The right to use the Pond Easement shall not extend to the owner of any other Lot of the Property unless an invitee of an Owner.

3. The Owners of Lot 11 and Lot 12 shall be equally responsible for the maintenance of the Pond including the dam of the Pond (the "Dam"). Further, the Owners of Lot 11 and Lot 12 shall be equally responsible for any electric utility charges associated with running the pump used for maintaining the water level in the Pond, which pump and electrical service therefor is presently located on Lot 12.

4. Notwithstanding the provisions of the above Paragraph 3, each Owner shall be solely and exclusively responsible for and shall fully bear the costs of maintenance or repairs for the Pond and Dam necessitated by construction on such Owner's Lot or by the negligent or deliberate act of such Owner, his or her household members, guests, agents and invitees, and such Owner shall restore to its prior condition any portion of the Pond or Dam damaged by the negligent or deliberate act of such Owner, household members, guests, agents or invitees.

5. At minimum, the Pond and the Dam shall be maintained at all times in such a way as to maintain the structure of the Dam and impoundment and to not constitute a nuisance, health hazard or safety hazard to either Lot or any other portion of the Property.

6. All decisions as to work to be done in the care, repair and maintenance of the Pond and Dam, or maintaining the water level in the Pond ("Work") shall be made by the unanimous agreement of the Owners of Lots 11 and 12.

7. In the event the Owners of Lots 11 and 12 determine that any Work is necessary, the Owners of Lots 11 and 12 shall contribute equally to the costs of such Work. Each Owner shall pay their portion of the cost of the Work to the person, corporation or entity performing the Work within fifteen (15) days after a bill for such charges has been submitted by the person, corporation, or entity performing such Work.

8. In the event an Owner of one of the Lots does not contribute his or her share of the cost of the Work as provided for in Paragraphs 5, 6 and 7 above and the contributing Owner pays

the amounts owed by the non-contributing Owner, the amounts owed by such Owner shall become a charge upon their Lot. The contributing Owner may prepare an instrument ("Notice of Nonpayment") showing the amount due by the non-contributing Owner and the fact that it has not been paid, and record the Notice of Nonpayment in the Clerk's Office. Upon recording, such amounts owed (with interest at 18% per annum, costs of collection and reasonable attorneys' fees) will constitute a lien on the Lot and shall be subject to duly recorded first or second lien deeds of trust recorded on such Lot prior to the filing of the Notice of Nonpayment.

9. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said provisions, either to restrain violation or to recover damages, or both. Such action may be brought by the Declarant (while an Owner of Lot 11 or Lot 12) or by the Owners of Lot 11 or Lot 12. The party or parties substantially prevailing in such action shall be entitled to recover their reasonable attorney's fees incurred in such action. Failure to enforce any covenant or restriction contained herein shall, in no event, be deemed to be a waiver of the right to do so hereafter.

10. This Declaration only be amended in whole or in part by a recorded instrument bearing the signatures of the owners of Lots 11 and 12 and the Declarant, so long as the Declarant owns either Lot 11 or Lot 12.

11. Each Owner of Lot 11 and Lot 12 assumes all liability for any injury or damage to persons or property that may arise on or about the use of the Pond or the Pond Easement by the Owner (which shall include, for purposes of this section, their household members, guests, agents and invitees), or by the acts, omissions or negligence of the Owner. Each Owner shall indemnify the other Owner against all claims, demands and liability for any loss, damage, injury or other casualty to person or property, whether that of the parties hereto or of third persons, caused by or happening in connection with that Owner's use of the Pond and Pond Easement, structures, boats, etc. located thereon or to be located thereon, or by reason of any other casualty, whether due to such Owner's negligence or otherwise.

12. This Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and the covenants herein shall run with Lots 11 and 12 and, unless otherwise stated herein, be binding upon and inure to the benefit of the Declarant, the future Owners of Lots 11 and 12, and their respective heirs, personal representatives, successors and assigns.

13. The doctrine of merger shall not operate to terminate or extinguish the Pond Easement created and established herein, it being the intent of the Declarant that this Easement not merge because of the current or future similar ownership of Lots 11 and 12.

14. John C. Bennett, Trustee under the Deed of Trust by and between Declarant and John C. Bennett, Trustee dated July 1, 2004 and recorded in the Clerk's Office on July 7, 2004 as Instrument No. 040001325 ("Deed of Trust"), hereby consents to this Declaration.

[SIGNATURE PAGE TO FOLLOW]

05-762-4

WITNESS the following signatures and seals:

VIRGINIA PROPERTY GROUP II, LLC,
a Virginia limited liability company

By: [Signature] (SEAL)
Michael G. DeTorres, Manager

TRUSTEE:

[Signature] (SEAL)
John C. Bennett, Trustee

STATE OF VIRGINIA
CITY/COUNTY OF Amherst, to-wit:

The foregoing Declaration of Easement and Pond Maintenance Agreement was acknowledged before me by Michael G. DeTorres, Manager, on behalf of Virginia Property Group II, LLC, on this 19th day of April, 2005.

My commission expires: October 31, 2008

(SEAL) [Signature]
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Calpeper, to-wit:

The foregoing Declaration of Easement and Pond Maintenance Agreement was acknowledged before me by John C. Bennett, Trustee, on this 21st day of April, 2005.

My commission expires: 3/31/06

(SEAL) [Signature]
Notary Public
INSTRUMENT #050000762
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
APRIL 22, 2005 AT 03:02PM
DIANE BRUCE, CLERK

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
COUNTY OF RAPPAHANNOCK CIRCUIT COURT
DEED RECEIPT

(1143-005 8/04)

DATE: 04/22/05 TIME: 15:04:22 ACCOUNT: 157CLR05000076E RECEIPT: 05000001495
CASHIER: MRR REG: HK05 TYPE: A6 PAYMENT: FULL PAYMENT
INSTRUMENT : 05000076E BOOK: PAGE: RECORDED: 04/22/05 AT 15:02
GRANTOR: VIRGINIA PROPERTY GROUP II LLC EX: N LOC: CD
GRANTEE: BENNETT, JOHN C: TR EX: N PCT: 100%

AND ADDRESS :
RECEIVED OF : FEIT PETTIT WILLIAMS
CHECK : \$21.00

DESCRIPTION 1:
2:
CONSIDERATION: .00 A/VAL: .00 MAP: 31-3
PIN:

PAGES: 0
NAMES: 0

301 DEEDS 14.50 145 VSLF 1.50
106 TECHNOLOGY FUND FEE 5.00

TENDERED : 21.00
AMOUNT PAID: 21.00
CHANGE AMT : .00

CLERK OF COURT: DIANE BRUCE

BUSINESS FORMS SPECIALTY, INC (757) 827-9575

