

Prepared by and Return to:
Goodpasture, Purvis & Frackelton, PC
1602 William Street, P.O. Box 966
Fredericksburg, Virginia 22401

Tax Map #34K-1-Lots 1-32, inclusive

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
EVERETTE ESTATES

THIS FIRST AMENDMENT to the DECLARATION OF PROTECTIVE COVENANTS, applicable hereby to **EVERETTE ESTATES**, made as of this 19th day of March, 2010, by **MID/RAY, LLC**, a Virginia limited liability company, provides:

1. Recitals.

A. Declarant has caused to be recorded a certain DECLARATION OF PROTECTIVE COVENANTS dated as of the 5th day of June, 2007, recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, as Instrument #LR200700024956 (the "Declaration"). Pursuant to Article VIII, Section 6, of the Declaration, the Declaration may be amended by the recordation of an instrument signed by the record title owners holding at least seventy-five percent (75%) of the votes in the Everett Estates Homeowners' Association, Inc. (the "Association"); and agreed to by the Declarant; and

B. The Declarant is the owner of 28 of the 32 platted lots in Everett Estates, and is entitled to cast more than seventy-five percent (75%) of the votes in the Association; and

C. The Declarant desires to amend the side line set-back requirement of Article V, Section 3, of the Declaration, in order to conform to the distance

allowable under the applicable provision of the Spotsylvania County ordinances applicable to Everett Estates; now therefore

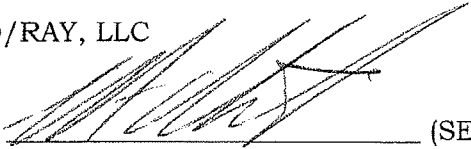
AMENDMENT. The Declarant does hereby amend the Declaration applicable to Everett Estates by amending Section 3, "Building Location," of Article V, "Restrictions and Reservations," to provide that the minimum set-back distance of any building shall be eight feet (8 feet) rather than fifteen feet (15 feet) from any side Lot line of the Lot.

In all other respects, the provisions of the Declaration are confirmed.

WITNESS the following signature and seal:

DECLARANT

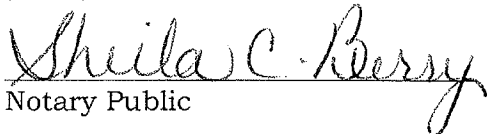
MID/RAY, LLC

By:  (SEAL)
Member/Manager

COMMONWEALTH OF VIRGINIA

City/County of Spotsylvania, to-wit:

The foregoing instrument was acknowledged before me this 19th day of March, 2010, by William A. Middleton, who holds the office of Member/Manager, on behalf of Mid/Ray, LLC, Declarant.

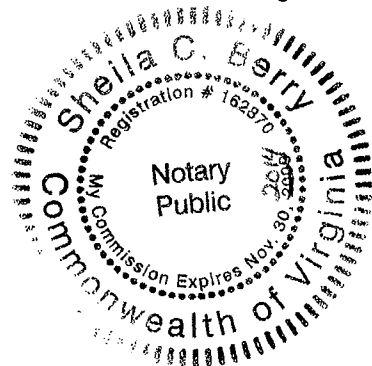
 (SEAL)
Notary Public

My commission expires:

11/30/2014

Notary Registration #:

162870



Instrument Control Number



LR 200900016689 08/24/2009 2:48:00 PM

Recorded in the Clerk's Office of the
SPOTSYLVANIA COUNTY, Virginia Circuit CourtTeste: *Christalyn M. Jett*, Clerk Christalyn M. Jett

Commonwealth of Virginia

Land Record Instruments

Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.66]

T A X E M P T	C O R P	Date of Instrument:	[8/19/2009]		
		Instrument Type:	[DEC]		
		Number of Parcels	[1]		
		Number of Pages	[18]		
		City <input type="checkbox"/> County <input checked="" type="checkbox"/>	[Spotsylvania County] (Box for Deed Stamp Only)		
		First and Second Grantors			
		Last Name	First Name	Middle Name or Initial	Suffix
		[Mid/Ray, LLC]	[]	[]	[]
		[]	[]	[]	[]
		First and Second Grantees			
Last Name	First Name	Middle Name or Initial	Suffix		
[Mid/Ray, LLC]	[]	[]	[]		
[]	[]	[]	[]		
Grantee Address (Name)		[Mid/Ray, LLC]			
(Address 1)		[Attn: William A. Middleton, Managing Member]			
(Address 2)		[P. O. Box 1485]			
(City, State, Zip)		[King George] [VA] [22485]			
Consideration [0.00]	Existing Debt [0.00]	Assumption Balance [0.00]			
Prior Instr. Recorded at: City <input type="checkbox"/> County <input type="checkbox"/> []		Percent. in this Juris. [100]			
Book []	Page []	Instr. No []			
Parcel Identification No (PIN)		[34-A-30 (parent)]			
Tax Map Num. (if different than PIN)		[34-A-30 (parent)]			
Short Property Description		[64.178 acres, developed as]			
		[Everette Estates]			
Current Property Address (Address 1)		[]			
(Address 2)		[]			
(City, State, Zip)		[] [] []			
Instrument Prepared by		[GPFPC]			
Recording Paid for by		[GPFPC]			
Return Recording to (Name)		[Goodpasture, Purvis & Frackelton, P.C.]			
(Address 1)		[1602 William Street]			
(Address 2)		[]			
(City, State, Zip)		[Fredericksburg] [VA] [22401]			
Customer Case ID	[]	[]			



EVERETTE ESTATES
DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS applicable to Everett Estates made this 14th day of August, 2009, by **MID/RAY, LLC**, a Virginia limited liability company, hereinafter referred to as "Declarant," provides:

INTRODUCTION

The Declarant is the owner of certain real property known as Everett Estates located in George Washington District, Spotsylvania County, Virginia, as shown on a plat of Everett Estates prepared by C&D Consultants, dated December 12, 2005, as last revised May 30, 2007, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, herein "the Clerk's Office" as Instrument #LR07000024954, herein "the Plat."

1. The Property shown on the Plat, herein "the Property," and with reference to the Plat, the Property is more particularly described as:

64.178 acres, developed as Everett Estates, Tax Map 34-A-39 (parent), shown on "Plat Showing Everett Estates," prepared by C & D Consultants, dated December 12, 2005, as last revised May 30, 2007.

2. The Declarant wishes to create a general plan for the use of the Property to enhance and protect the value, desirability and attraction of the Property and that will be aesthetically pleasing to the residents thereof.

3. The Declarant wishes to create an agency to which shall be delegated and assigned the power of (i) maintaining and administering the common areas as hereinafter defined, (ii) administering the covenants, conditions and restrictions, and (iii) collection and disbursing the assessments and charges hereinafter imposed. Accordingly, the Declarant shall cause to be incorporated under the laws of the Commonwealth of Virginia, as a non-profit, non-stock corporation, Everett Estates Homeowners' Association, Inc., which shall be organized for the purpose of exercising the aforesaid functions.

4. The Declarant hereby declares that the Property, and such additions thereto as may be hereafter brought within the jurisdiction of the Association, shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the easements, restrictions, covenants, reservations and conditions hereinafter set forth.

ARTICLE I

Definitions

1. "Association" shall mean and refer to Everett Estates Homeowners' Association, Inc., its successors and assigns.
2. "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 Everett Estates.
3. "Common Area" shall mean all real property, including the improvements thereto, and common area easements, owned or hereinafter acquired by the Association for the common use and enjoyment of the owners.
4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of any Common Area.
5. "Builder" shall mean and refer to a person or entity that acquired a Lot in the Property for the purpose of improving such portion for resale to Owners.
6. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies which may from time-to-time have an interest in one or more mortgage loans secured by a Lot at the Property, including, but not limited to, the Federal Housing Administration, the Veterans Administration, and the interests of federally insured mortgage companies.
7. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot that is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
8. "Declarant" shall mean and refer to Mid/Ray, LLC, or 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 Mid/Ray, LLC, or by operation of law.
9. "Supplementary Declaration" shall mean and refer to any declaration of protective covenants that may be recorded by the Declarant, which expands the Property beyond the land that is initially subjected to the Declaration.

ARTICLE II

Property Rights

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, subject to the following provisions:

(a) the right of the Association to charge reasonable 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 the recreational facilities by an Owner for any period for any infraction of its published rules and regulations. The suspension shall be subject to review every six (6) months by the Board of Directors;

(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 the Association may determine. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by more than two-thirds (2/3) of each class of members has been recorded; provided, that the Board of Directors may authorize the granting of utility and access easements over and upon the Common Areas. The Association shall not make any dedication or transfer of the Common Area contrary to the provisions of the then existing ordinances of Spotsylvania County, Virginia.

2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, this right of enjoyment to the Common Area and facilities to the members of his family, his household guests, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

Membership and Voting Rights

1. Every owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

2. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners and/or Builders, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. Class B members shall be the Declarant or its nominees. 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 as pertaining to the Declarant, providing 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 eighty-five percent (85%) of the Lots to unaffiliated third parties, (ii) twenty (20) years from the recordation of this Declaration, or (iii) upon written resignation by the Declarant of Class B Member status, whichever shall occur first.

3. Board of Directors. The Association shall elect a Board of Directors that shall manage its business and affairs.

ARTICLE IV

Covenant for Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each dedicated Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. A Builder, for each unimproved Lot owned with the Property, shall pay annual assessments or charges and special assessments for capital improvements at a rate of twenty-five percent (25%) of the assessments established for and collected from other Class A members, provided, however, for each Lot owned by a Builder on which construction of a dwelling has commenced, Builder shall pay one hundred percent (100%) of the established assessment. 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 Lot 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 not pass to his successors in title unless expressly assumed by the buyer.

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.

3. Maximum Annual Assessments. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments shall not exceed EIGHT HUNDRED FIFTY DOLLARS AND 00/100 (\$850.00) per lot.

(a) From and after January 1st 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 five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyances of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members 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.

4. Stormwater Management Facility. The Association shall repair and maintain the Stormwater Management Facility in accordance with applicable standards and requirements imposed by Spotsylvania County, and shall, not less often than each five (5) years, conduct a study and plan for capital component reserves, as provided by Virginia Code § 55-514.1.A.1.

5. 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 related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

6. Notice of Quorum for Any Action Authorized Under Section 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 at the address appearing on the Association records not less than thirty (30) days nor more than sixty (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 votes of the combined classes of membership and thereafter sixty percent (60%) of the remaining class 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 sixty (60) days following the preceding meeting.

7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis as determined by the Board of Directors.

8. 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 initial conveyance of a Lot by Declarant to an unaffiliated third party. 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, failing which the assessment rate shall be continued at the same rate as the previous annual assessment. 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.

9. Effect of Non-Payment of Assessments - Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date as 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.

10. 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 or deed of trust foreclosure, or any preceding in lieu thereof, shall extinguish the lien of such assessments as to payments that 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.

11. Declarant's Contributions to the Association. Declarant shall pay annual assessments and special assessments for capital improvements for Lots which it owns at a rate of twenty-five percent (25%) of the assessments established for and collected from Class A members, so long as Declarant has Class B membership status. So long as Declarant retains this right to pay only partial assessments, Declarant shall fund all budget deficits applicable to Common Areas.

12. Initial Capital Contribution. An initial one-time Capital Contribution Assessment shall be paid in the sum of \$300.00 upon sale of each lot from the Declarant.

ARTICLE V

Restrictions and Reservations

1. Use of Lots. The Lots of this subdivision shall be used for residential purposes only, except for home occupations and agricultural uses permitted under the Spotsylvania County Zoning Ordinance, provided, however, that domesticated animals or household pets may not be kept for boarding or breeding, or maintained for any commercial purposes whatsoever.

2. Improvements. No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one (1) detached single-family primary dwelling not to exceed two (2) stories in height above street level, a private swimming pool, tennis court or other recreational facilities, garden or storage sheds, and a private garage. A detached building/garage used as a guesthouse or servants' quarters is permitted but may not be leased, in accordance with Spotsylvania County ordinances.

All exposed fronts of block foundations and all exposed front piers on front porches must be covered with a stone or brick veneer. The exposed sides and rear of block foundations must be brick or stone veneers or parged and painted. If poured foundations are used, they must be brick-patterned concrete and all four (4) sides are to be painted.

No exposed television antennas shall be allowed on any Lot more than eighteen (18) months after the availability of service by cablevision. No dish antennas or solar panels shall be allowed on any Lot unless they are screened so as not to be visible from any street and/or Lot in the Property or from any properties adjoining the subdivision. The location and screening plan for such items shall require the prior approval of the Architectural Control Committee, as provided in Article VI hereof.

The approval for the construction or alteration of any building or structure, including the paint and/or vinyl siding colors for structures or portions thereof, shall be obtained from the Architectural Control Committee pursuant to Article VI hereof. Exceptions to the permitted uses set forth above shall require the prior approval of the Architectural Control Committee as provided in Article VI. Any approval or disapproval or uses other than the permitted uses set forth above may be based on purely aesthetic grounds and shall be at the discretion of the Committee.

3. Building Location. No building or any part thereof shall be constructed within thirty-five (35) feet of the front, fifteen (15) feet of the side or thirty-five (35) feet of the rear Lot lines unless a variance is granted by the Declarant in writing. All principal dwellings shall face the subdivision street in front of the Lot. On all corner Lots, the Declarant shall, consistent with local zoning ordinances, determine which street constitutes the front of the Lot.

4. Accessory Buildings. All accessory buildings shall be built of wood or the same type of material and of a similar architectural design as the principal dwelling. No accessory building shall be constructed of metal or composition board.

5. Lighting. No dusk-to-dawn light shall be permitted on any Lot unless (i) such light does not cause illumination in excess of 0.25 foot-candles above background light levels measured at the Lot Owner's property line; and (ii) such lights are shielded so that the direct glare of the bulb is not visible beyond the lot line. Lighting for tennis courts must be approved in writing by the architectural Control Committee.

6. Drainage. No activity shall be conducted on any Lot which: (i) interferes with the drainage of surface water; (ii) diverts water onto another Lot, or (iii) in any manner that causes damage to another Lot.

7. Playground Equipment and Accessory Structures. Above-ground swimming pools shall not be permitted on any Lot. No playground equipment, potable wading pools, storage buildings, detached garages, detached carports or similar structures, or equipment shall be erected, stored or maintained in the front or side

yards of any Lot, but shall be allowed in the area between the rear of the principal dwelling and the rear lot line, if otherwise permitted by the provisions hereof.

8. Erosion/Sediment Control/Debris. Each Owner and Builder of a Lot on which construction is ongoing shall be responsible for taking such measures as may be necessary for erosion and sediment control and to ensure that trash and construction debris are picked up so as to ensure a reasonably neat construction site. Each Owner and Builder shall also be responsible for washing down roads adjacent to such Owner's Lot to remove mud and dust deposited by construction traffic.

9. Licensed Contractors. No dwelling shall be constructed on any Lot unless the contractor holds a valid Class A Contractor's License issued by the Commonwealth of Virginia.

10. Minimum Area. No residential structure or house shall be constructed on any Lot in Everett Estates containing an area (exclusive of basements, garages, carports, porches (enclosed or open), patios, balconies, terraces, decks, pools and breezeways) less than the following minimum requirements:

- (a) One-story Dwelling 1,400 square feet
- (b) Two-story Dwelling 1,800 square feet

All houses shall have a minimum two (2) car garage. Roofing shingles shall be wood shaker style shingles on all buildings within the subdivision. Split Foyer home elevations/designs are prohibited within the subdivision. All roof pitches shall be of an elevation of not less than 5/12; provided that the Architectural Control Committee may approve an elevation of less pitch for porches, accessory structures and additions.

11. Construction Driveway. No building, grading, or clearing for a structure permitted in paragraph 2 above shall be commenced on any Lot until a crushed rock construction entrance onto said Lot is constructed and maintained so as to prevent the depositing or accumulating of mud, dirt, rock or debris upon the streets and roads of Everett Estates. All access to any Lot during construction shall be strictly limited to the crushed rock entryway unless alternative access is specifically approved by the Architectural Control Committee.

12. Cleated Equipment. No tractor cleated equipment shall be driven on any subdivision right-of-way at any time. Damages will be assessed to the responsible Owner whose lot was accessed by such equipment.

13. Road Damage. Until the acceptance by the Virginia Department of Transportation (VDOT) of the subdivision roads into the State system, the cost to repair any damage to the grading and asphalt of the subdivision road or their situation 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 Owner

whose agent is responsible for such damage and may be collectible by legal proceedings, together with interest, court costs and reasonable attorney's fees, from such Owner if not paid upon demand.

14. Driveways and Driveway Aprons. All driveways from a public road must be covered in asphalt or concrete. All driveways shall be provided with driveway culvert pipes, which must be constructed of concrete or corrugated pipe. Each Owner shall be responsible for placing the pipe in accordance with VDOT requirements. In the event that VDOT requires replacement of any pipe or paved entrance prior to the acceptance of the public streets located on the Property into the State secondary system, such pipe and headwalls must be replaced at the then Owner's expense. Each Lot Owner shall provide a gravel based and asphalt or concrete paved surface on the conformity with the applicable specifications or requirements of VDOT.

15. Diligence. The construction of any building or structure shall be diligently pursued to completion with nine (9) months of commencement of such work.

16. Natural Vegetation. It is declared to be the purpose and intent of Declarant and the Lot Owners to establish the Property as a development of home sites, 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 Spotsylvania 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 as beech, oak, hickory, poplar, sycamore and similar species. In addition, this paragraph 16 shall not apply to the clearing or grubbing of any trees and shrubs that measure less than two 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 Association.

17. 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. All Owners are responsible for their own refuse collection.

18. 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.

19. 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 six (6) inches. Pastures, fields and all other cleared areas shall be cut, mowed or trimmed at least three (3) times a year during the growing season, except that vacant Lots need to be cut, mowed or trimmed only once per year. In the event an Owner clears a portion of a Lot, grass shall be planted and maintained in keeping with these requirements and the residential character of the development.

20. Ditches and Swales. It shall be the responsibility of every Owner and every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, including trimming of grass, weeds and other vegetation. The Owner shall not alter the course of any natural water way or open storm drainage ditch or swale that may be on or bordering said Owner's Lot without approval from the Architectural Control Committee (and governmental agencies, if applicable).

21. Parking and Vehicles. Each Owner shall provide and maintain suitable and adequate off-street parking spaces on his Lot for at least four (4) automobiles. Only boats, boat trailers, campers, recreational vehicles, utility trailers and oversized vehicles weighing not in excess of 12,000 pounds gross weight may be maintained on a Lot unless they are reasonably screened and are not visible from any public street on the Property, and further provided that they may not be parked on any public street on the Property. No disabled vehicles shall be allowed on the Property at any time. No equipment or vehicles weighing in excess of 12,000 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.

22. Use of Lots. 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.

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

- (a) Entrance signs for the development;
- (b) Such signs as are required by legal proceedings;
- (c) During the time of construction of any building or other improvement by an Owner and/or Builder, one (1) job identification sign not larger than four (4) feet by four (4) feet in height and width;
- (d) Signs that have been approved prior to use by the Architectural Control Committee;
- (e) Signs that have been approved by the Declarant; and

(f) Realtor for Sale or Rent signs not larger than two (2) feet by two (2) feet.

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

25. Resubdivision. No further resubdivision of any of the Lots so as to create additional Lots shall be permitted; provided, however, that the Declarant, in its sole and absolute discretion, may reconfigure, resubdivide or create additional Lots so long as the Declarant retains its Class B membership. Boundary line or other adjustments between adjacent and contiguous Lots and which to not create new Lots may be permitted by Declarant or the Association after the Declarant's Class B membership has terminated. Any such resubdivision or boundary line adjustment shall have the written consent and joinder of Declarant or Association, as applicable.

26. Utility Easements.

(a) The Declarant hereby reserves unto itself, its successors in interest, grantees and assigns, including Bell Atlantic, Rappahannock Electric Cooperative, Commonwealth Gas, Dominion Virginia Power, GTE, other utilities and other agencies, the following easements for the underground conveyance and use of electricity, telephone and natural gas systems:

(i) an easement of fifteen (15) feet on the front and rear lines of all Lots and an easement of seven and one-half (7.5) feet on the sidelines of all Lots, for the purpose of (1) laying, operating and maintaining underground utility lines within such easements, and (2) constructing, operating, maintaining, replacing and removing utilities, 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 VDOT.

(b) The Declarant further reserves for its successors and assigns, the right to lay, install, construct, operate and maintain one (1) or more lines of underground conduits and cable and other usual fixtures and appurtenances in the easement locations specified in Paragraph 26(a)(i) and (ii) above, as may be necessary for the purposes of transmitting and distributing television signals to the Property.

(c) These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading 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 any such utility or service. No structures, including walls, fences, paving and planting that will interfere with the rights of ingress and egress provided for in this paragraph, shall be erected upon any part of the Property.

27. 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.

28. Sanitary, Storm Sewer and Water Easements. Declarant reserves to itself the right to grant to Spotsylvania 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.

29. Mailboxes. Mailboxes shall be installed in accordance with regulations of the United States Postal Service, VDOT, Spotsylvania County and the Architectural Control Committee. Declarant reserves the right to specify a uniform style, manufacturer and installer of all mailboxes at the Property.

30. Fences. Construction, location, design and alteration of any fence located on the Property must be approved by the Architectural Control Committee. Fences must be constructed of wood, brick, plastic or stone, and no chain link fence shall be permitted without a variance from this restriction by the Declarant or Architectural Control Committee.

31. Landscaping. All houses built on any Lot must have a minimum landscaping package, consisting of foundation plantings along the front of the house.

ARTICLE VI

Architectural Control

1. General. No building, fence, wall or other structure 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, heights, 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 an Architectural Control Committee composed of at least three (3) members. 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 sixty [60] days after submission by an Owner), or in any event, if no suit to enjoin construction has been commenced within sixty (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 therefore have been approved, in writing, by the Committee. The Architectural Control Committee may promulgate Architectural Guidelines from time-to-time that shall provide guidance to Owners and Builders as to Architectural Control Committee procedures and preferences.

2. Architectural Control Committee. The Declarant, any Owner, and the Architectural Control Committee shall be entitled to enforce these Protective Covenants. The initial members of the Architectural Control Committee shall be William Middleton, Danna Middleton and Glenn Raymond. The Committee members shall each serve on the Architectural Control Committee until they resign or until the Declarant shall no longer own any Lot in the subdivision, whichever event first occurs. In the event of the resignation or death of a Committee member, the Committee shall appoint a new replacement for a term of such duration as the remaining Committee members may determine. Upon sale of all Lots by the Declarant or in the event that all Committee members resign simultaneously during the Twenty-Four Month Period, the Board of Directors of the Association shall appoint three (3) Committee members to serve for a term, the duration of which shall be determined by the Board of Directors. Without in any way limiting the generality of any of the foregoing provisions of 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.

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 the Property and the well-being of Owners, such as keeping of animals, storage and uses 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.

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 or Builders are engaged in developing or improving any portion of the Property, such persons 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 sale 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.

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 or 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 from the Architectural Control Committee) 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 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 such violation occurred and such amount thereof 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.

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.

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 to damage to person or property caused by the elements or resulting from water that may leak or flow from any portion of the Common Area onto electrical 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, or articles that 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 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

Easements

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, water lines, 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 practicable all disturbed areas to the condition in which they were found.

2. Easements to Correct Drainage. Until sale by the Declarant of all Lots, the Declarant reserves an easement and right on, over and under the ground within each Lot to maintain grading, drainage, and sight distance at street curves and intersections 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 conditions as near as practicable.

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.

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 format, 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 forty-eight (48) hours in advance thereof and such inspection is performed during reasonable hours.

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 vehicles access.

6. 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, 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.

ARTICLE VIII

General Provisions

1. Enforcement. The Association, any Owner, or the Declarant shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision that shall remain in full force and effect.

3. Reservation. Declarant, until sale of all Lots, reserves the right to make changes, modifications 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 joinder of the Owner of any such Lot conveyed.

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 contiguous Common Areas and/or residential properties, provided that any annexation shall have the assent of more than two-thirds (2/3) of the membership of each Class. The Declaration or 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.

5. 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.

6. 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 percent (75%) of the votes in the Association. Notwithstanding any provisions herein to 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.

7. Approvals. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Mortgage Agencies: Annexation of additional properties, mergers and consolidation, mortgaging of the Common Area, dedication of the Common Area, dissolution or amendment of this Declaration.

[This space intentionally left blank. Signature page follows.]

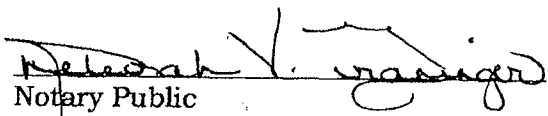
IN WITNESS WHEREOF, MID/RAY, LLC has caused this Declaration to be signed by its General Partner by due authority this 14th day of August, 2009.

MID/RAY, LLC,
a Virginia limited liability company

By:  (SEAL)
William A. Middleton, Managing Member

COMMONWEALTH OF VIRGINIA
City of Fredericksburg, to-wit:

The foregoing Declaration of Protective Covenants was acknowledged before me this 19th day of August, 2009, by William A. Middleton, Managing Member of Mid/Ray, LLC, a Virginia limited liability company.

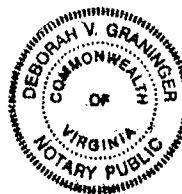
 (SEAL)
Notary Public

My commission expires:

04-30-10

Notary Registration #:

7031209



Deborah V. Graninger
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
April 30, 2010

OWNER'S CONSENT AND DEDICATION

THE SUBDIVISION OF LAND SHOWN ON THIS PLAT, CONTAINING 64.718 ACRES AND DESIGNATED AS EVERETTE ESTATES, IS HEREBY SUBMITTED TO THE COMMONWEALTH OF VIRGINIA IN THE COUNTY OF SPOTSYLVANIA, VIRGINIA, WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, THEREFORE, ALL PUBLIC STREETS AND NON-PRIVATE EASEMENTS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE PUBLIC USE. ALL LOTS WITHIN THE SUBDIVISION ARE SUBJECT TO CERTAIN RESTRICTIONS, RESERVATIONS, STIPULATIONS AND COVENANTS AS CONTAINED IN WRITING EXECUTED BY THE UNDERSIGNED, UNDER DATE OF 08/27/07, AND RECORDED IN THE CLERK'S OFFICE OF CIRCUIT COURT, SPOTSYLVANIA COUNTY, VIRGINIA, IN INSTRUMENT # 2006007370.

THE SAID 64.718 ACRES OF LAND HEREBY SUBMITTED HAVING BEEN CONVERTED TO MIDWAY, L.L.C. BY COUNTRYIDE PROPERTIES OF VIRGINIA, L.L.C. BY INSTRUMENT # 2006007370, 2006 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY, VIRGINIA, AT INSTRUMENT # 2006007370.

GIVEN UNDER OUR HANDS THIS 14th DAY OF June 2007.

Glen C. Raymond, Jr.
GLEN C. RAYMOND, JR.
MEMBER MIDWAY, LLC
DATE 08/27/07



STATE OF VIRGINIA
CITY/COUNTY OF: *Spotsylvania* TO-WIT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GLEN C. RAYMOND, MEMBER OF MIDWAY, LLC.
MY COMMISSION EXPIRES: 08/31/08
MY REGISTRATION NUMBER: 200663
DATE 08/27/07
NOTARY PUBLIC

CERTIFICATE OF APPROVAL

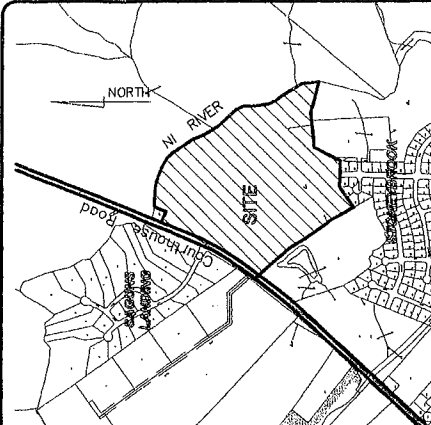
THIS SUBDIVISION, KNOWN AS EVERETTE ESTATES SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD AND THE COUNTY ACCEPTS ALL DEDICATIONS TO PUBLIC USE PURPOSES.

Glenn C. Raymond, Jr.
HIGHWAY OFFICIAL
DATE 08-27-07
Glen C. Raymond, Jr.
CHAIRMAN OR AGENT
OF COUNTY BOARD
OF SUPERVISORS
DATE 8/23/07

THIS PLAT SHALL BECOME NULL AND VOID AND BE NO FURTHER FORCE AND EFFECT IF THE PLAT IS NOT RECORDED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF SPOTSYLVANIA COUNTY WITHIN SIX (6) MONTHS OF THE DATE OF APPROVAL.
APPROVAL AND/OR RECORDING OF THIS PLAT DOES NOT CONSTITUTE ASSURANCE THAT PUBLIC WATER OR PUBLIC WATER SERVICE WILL BE AVAILABLE TO SERVE THE LAND DESCRIBED ON THIS PLAT AT ANY PARTICULAR TIME.

CERTIFICATE OF COMPLIANCE
THIS PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT.

Glenn C. Raymond, Jr.
PLANNING DIRECTOR OR
AUTHORIZED REPRESENTATIVE
DATE 8-23-2007



VICINITY MAP
SCALE: 1" = 1,000'

OWNER/DEVELOPER
MIDWAY, L.L.C.
P.O. BOX 1480
KING GEORGE, VA 22486

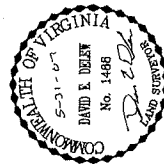
AREA TABULATION	
AREA IN LOTS 1-32	23.30 AC
COMMON AREAS	37.44 AC
TOTAL AREA	60.74 AC

SOILS NOTE
INFORMATION OBTAINED FROM THE SOIL SURVEY OF SPOTSYLVANIA COUNTY, VIRGINIA POSTED ON THE USDA NATURAL RESOURCES CONSERVATION SERVICE WEBSITE INDICATES THAT THERE ARE NO SOIL TYPES WITH HIGH SHRINKSWELL POTENTIAL, AND 4 SOIL TYPES WITH LOW TO MODERATE SHRINKSWELL POTENTIAL PRESENT ON THIS SITE. COLFAX SANDY LOAM, FLUVIANNA FINE SANDY LOAM, PARTLOW SANDY LOAM, AND ABELL SANDY LOAM MAY BE FOUND SINGLY OR IN COMBINATION IN LOT 1, LOTS 8-9, LOTS 11-13, LOTS 17-24, LOT 28 AND LOT 32.

PLAT SHOWING
EVERETTE ESTATES

COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA
SCALE: AS SHOWN
SHEET 1 OF 6
DECEMBER 12, 2005

REVISED PER COUNTY COMMENTS: MARCH 23, 2006
REVISED PER COUNTY COMMENTS MARCH 2, 2007
REVISED PER COUNTY AND VDOT COMMENTS MAY 2, 2007
REVISED PER VDOT COMMENTS MAY 30, 2007



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY, HAVE BEEN COMPLIED WITH.

THE RECORD OWNER OF THE PROPERTY SHOWN ON THIS PLAT IS MIDWAY, L.L.C. WHO OBTAINED TITLE BY DEED DATED FEBRUARY 28, 2006 AND RECORDED IN THE SPOTSYLVANIA COUNTY CIRCUIT COURT CLERK'S OFFICE IN INSTRUMENT #2006007370.
THE FOREGOING PLAT IS NOT APPROVED UNTIL ALL SIGNATURES HAVE BEEN OBTAINED.

Glenn C. Raymond, Jr.
LICENSED LAND SURVEYOR DATE 5-31-07

C&D CONSULTANTS

420 HUDGINS ROAD SUITE 106
FREDERICKSBURG, VIRGINIA 22408
VOICE: 540-891-2500 FAX: 540-891-2030

SURVEYING

LAND PLANNING

16010002494 08/21/07 1:46pm ②

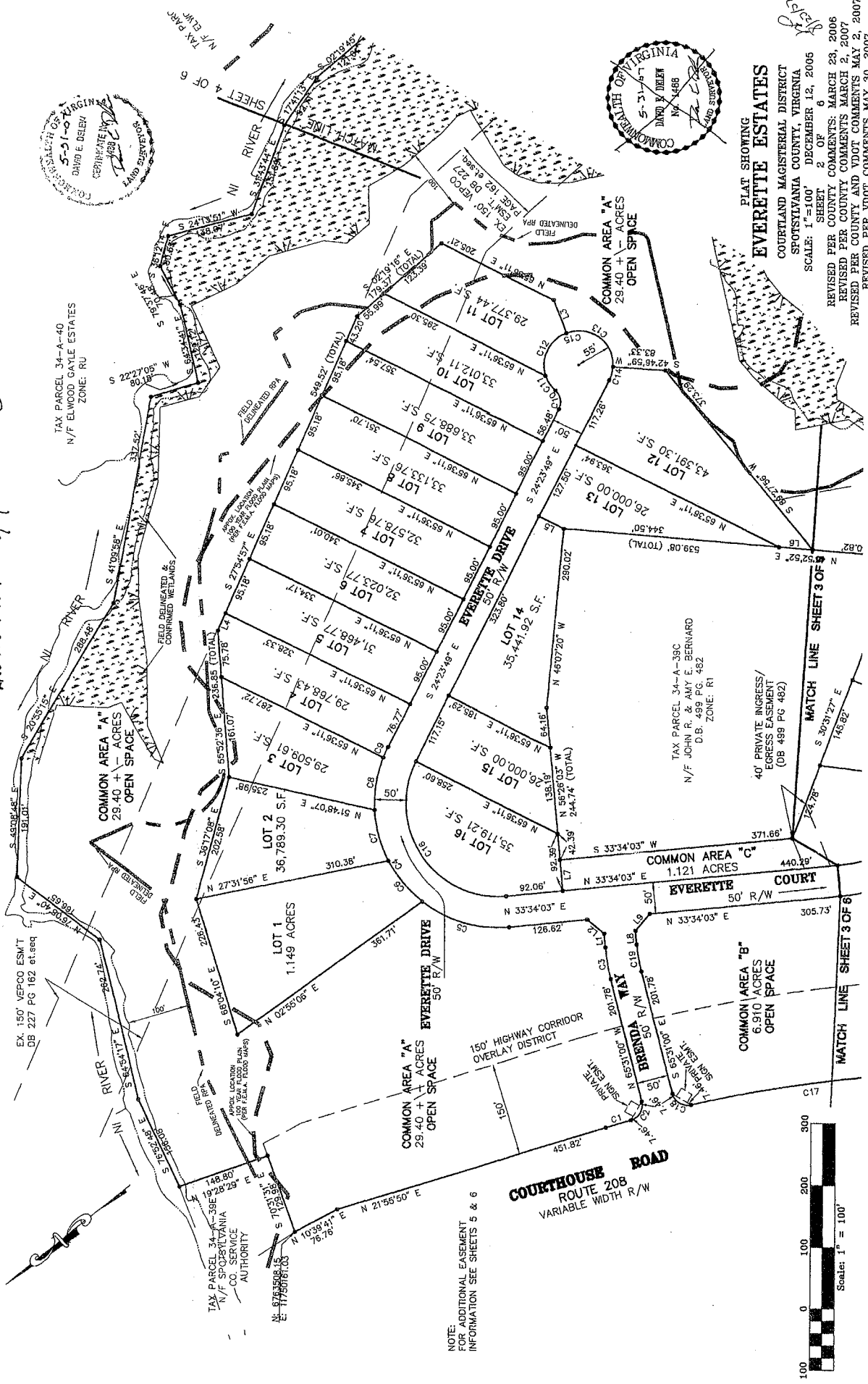


EVERETTE ESTATES

COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA
SCALE: 1"=100'
SHEET 2 OF 6
DECEMBER 12, 2005

REVISED PER COUNTY COMMENTS: MARCH 23, 2006
REVISED PER COUNTY COMMENTS: MARCH 2, 2007
REVISED PER COUNTY AND VDOT COMMENTS: MAY 2, 2007
REVISED PER VDOT COMMENTS: MAY 30, 2007

PLAT SHOWING

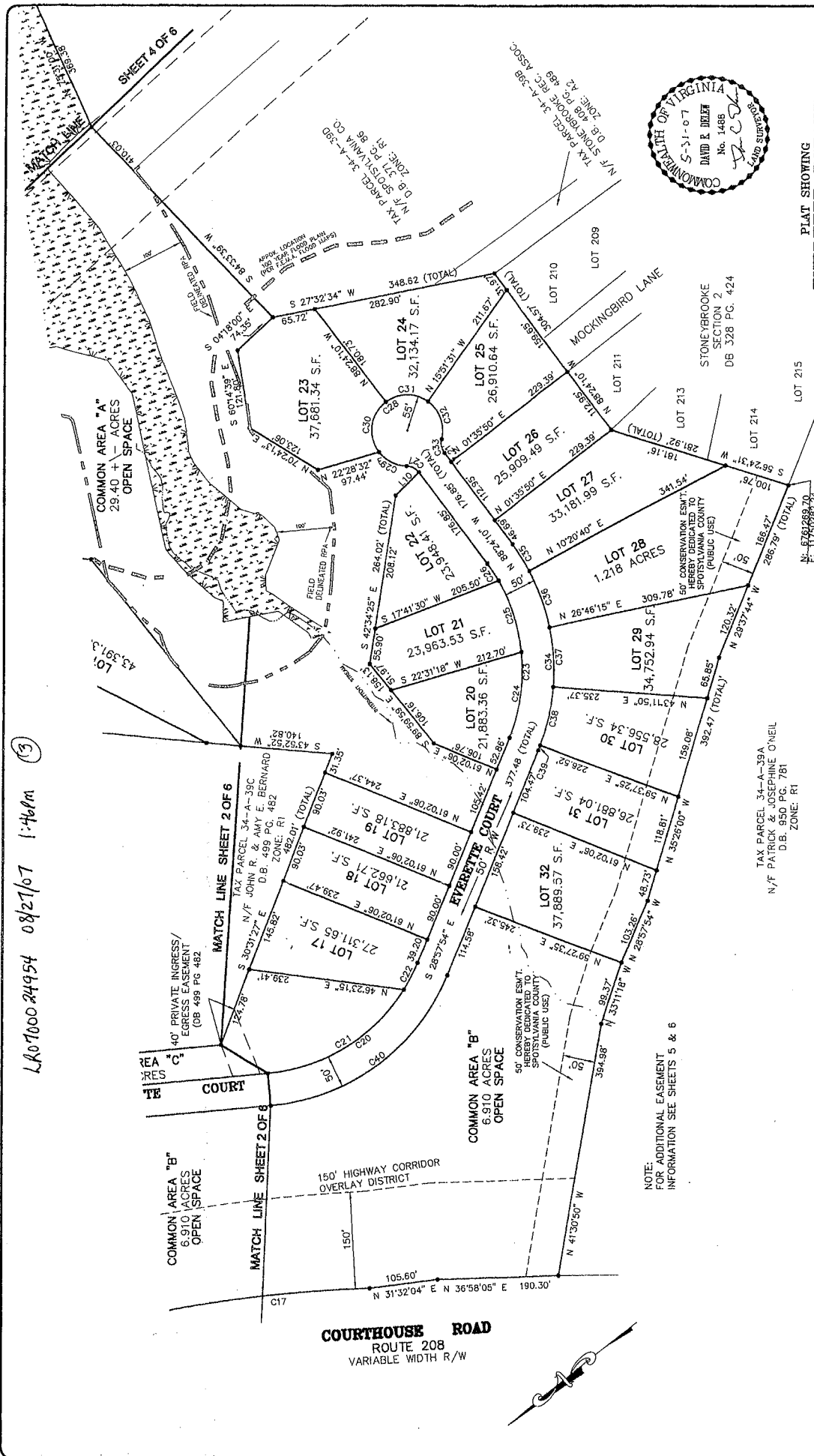


NOTE:
FOR ADDITIONAL EASEMENT
INFORMATION SEE SHEETS 5 & 6

C & D CONSULTANTS

420 HUDGINS ROAD SUITE 106
FREDERICKSBURG, VIRGINIA 22408
VOICE: 540-881-2500 FAX: 540-891-2030
SURVEYING LAND PLANNING

LA0700024954 08/27/07 1:46pm (3)



NOTE:
FOR ADDITIONAL EASEMENT
INFORMATION SEE SHEETS 5 & 6

PLAT SHOWING
EVERETTE ESTATES
COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA
SCALE: 1"=100' DECEMBER 12, 2005
SHEET 3 OF 6
REVISED PER COUNTY COMMENTS MARCH 23, 2006
REVISED PER COUNTY COMMENTS MARCH 2, 2007
REVISED PER COUNTY AND VDOT COMMENTS MAY 2, 2007
REVISED PER VDOT COMMENTS MAY 30, 2007



C&D CONSULTANTS
420 HUDGINS ROAD SUITE 106
FREDERICKSBURG, VIRGINIA 22408
VOICE: 540-891-2500 *
FAX: 540-891-2030
LAND PLANNING
SURVEYING

LR0700024954 08/27/07 1:46pm

CURVE TABLE

NUMBER	R	L	C	LC	DELTA	T
C1	2033.86	41.22	N 22°30'40" E	41.22	01°09'41"	20.61
C2	25.00	38.66	S 21°12'45" E	34.92	88°36'30"	24.40
C3	325.00	51.53	S 60°58'29" E	51.47	09°05'03"	25.82
C4	200.00	425.98	N 85°24'53" W	349.81	122°02'08"	361.07
C5	200.00	150.78	S 55°09'52" W	147.23	43°11'58"	75.17
C6	200.00	85.65	S 80°01'49" W	85.00	24°32'16"	43.48
C7	200.00	85.65	N 68°25'55" W	85.00	24°32'16"	43.48
C8	200.00	85.65	N 41°53'39" W	85.00	24°32'16"	43.48
C9	200.00	16.25	N 27°00'40" W	18.24	05°13'42"	9.13
C10	25.00	32.95	S 62°09'29" E	30.62	75°31'21"	19.36
C11	35.00	29.23	S 84°41'33" E	28.89	30°27'14"	14.97
C12	55.00	83.97	S 28°43'44" E	76.05	87°28'24"	52.63
C13	55.00	110.18	S 75°23'43" W	92.66	114°46'31"	85.96
C14	55.00	21.91	N 35°48'24" W	21.76	22°49'14"	11.10
C15	55.00	245.28	S 27°50'32" W	86.96	255°31'23"	-71.00
C16	150.00	319.49	N 85°24'53" W	262.43	122°02'08"	270.81
C17	2033.86	393.78	S 31°25'17" W	393.16	11°05'35"	137.51
C18	25.00	38.66	N 70°10'45" E	34.92	88°36'30"	24.40
C19	275.00	43.60	S 60°58'29" E	43.95	09°05'03"	21.85
C20	275.00	300.13	N 02°18'04" E	285.46	62°31'57"	166.98
C21	275.00	253.90	N 07°07'05" E	244.97	52°53'55"	136.81
C22	275.00	46.24	N 24°08'53" W	46.18	09°38'02"	23.17
C23	275.00	285.28	N 58°41'02" W	272.66	59°26'16"	156.98
C24	275.00	136.54	N 43°11'21" W	135.14	28°26'54"	69.71
C25	275.00	116.97	N 69°35'56" W	116.09	24°22'15"	59.38
C26	275.00	31.77	N 85°05'37" W	31.75	06°37'07"	15.90
C27	25.00	22.39	N 65°56'17" E	21.65	51°19'04"	12.01
C28	55.00	271.31	S 01°35'50" W	68.75	282°38'08"	-44.04
C29	55.00	49.26	N 65°56'17" E	47.63	51°19'04"	26.42
C30	55.00	86.39	S 43°24'10" E	77.78	90°00'00"	55.00
C31	55.00	89.84	S 37°52'09" W	85.08	72°32'40"	40.36
C32	55.00	86.02	N 71°28'19" W	82.13	68°46'25"	37.84
C33	25.00	22.39	N 62°44'38" W	21.65	51°19'04"	12.01
C34	325.00	337.15	N 59°41'02" W	322.23	59°26'16"	165.52
C35	325.00	49.62	N 84°01'45" W	49.57	06°44'50"	24.86
C36	325.00	93.18	N 71°26'33" W	92.86	16°25'35"	46.81
C37	325.00	93.18	N 55°00'56" W	92.86	16°25'35"	46.81
C38	325.00	93.18	N 38°35'23" W	92.86	16°25'35"	46.81
C39	325.00	8.01	N 29°40'15" W	8.00	01°24'41"	4.00
C40	325.00	354.70	N 02°18'04" E	337.36	62°31'57"	197.34

LINE TABLE

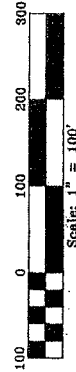
NUMBER	DIRECTION	DISTANCE
L1	N 56°25'57" W	22.03'
L2	S 78°34'03" W	35.36'
L3	S 71°59'32" E	56.81'
L4	S 27°54'57" E	30.43'
L5	N 65°36'11" E	43.90'
L6	N 43°52'52" E	53.76'
L7	N 56°25'57" W	50.00'
L8	S 56°25'57" E	22.03'
L9	S 11°25'57" E	35.36'
L10	S 05°52'15" E	50.43'

TAX PARCEL 34-A-40
N/F ELWOOD GAYLE ESTATES
ZONE: RU
NOTE:
FOR ADDITIONAL EASEMENT
INFORMATION SEE SHEETS 5 & 6

TAX PARCEL 34-A-40
N/F ELWOOD GAYLE ESTATES
ZONE: RU

TAX PARCEL 34-A-398
N/F STONEYBROOKE REC. ASSOC.
D.B. 408 PG. 489
ZONE: A2

TAX PARCEL 34-A-390
N/F SPOTSVANIA CO.
D.B. 371 PG. 88
ZONE: RI



C & D CONSULTANTS
420 HUDGINS ROAD SUITE 108
FREDERICKSBURG, VIRGINIA 22408
VOICE: 540-891-2500 FAX: 540-891-2030
LAND PLANNING
SURVEYING

PLAT SHOWING
EVERETTE ESTATES
COURTLAND MAGISTERIAL DISTRICT
SPOTSVANIA COUNTY, VIRGINIA
SCALE: 1"=100' DECEMBER 12, 2005
SHEET 4 OF 6
REVISED PER COUNTY COMMENTS: MARCH 23, 2006
REVISED PER COUNTY COMMENTS: MARCH 2, 2007
REVISED PER COUNTY AND VDOT COMMENTS: MAY 2, 2007
REVISED PER VDOT COMMENTS: MAY 30, 2007



LR0700024954 08/27/07 1:46pm (5)

CURVE TABLE

NUMBER	R	IL	C	LC	DELTA	T
C41	200.00	79.45	N 65°22'53" E	78.93	22°45'36"	40.25
C42	59.02	31.48	S 33°49'09" W	31.11	30°33'20"	16.12
C43	55.00	29.92	S 30°28'04" W	23.79	24°55'11"	12.15

TAX PARCEL 34-A-40
N/F ELWOOD GAYLE ESTATES
ZONE: RU

TAX PARCEL 34--A--40
N/F ELWOOD GAYLE ESTATES
EX. 150' VEPCO ESM'T
DB 227 PG 162 et seq
ZONE: RU

~~TAX PARCEL 34-A-39E
N/F SPOKESYLVANIA~~

N: 6763508.15
E: 11750161.03

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L20	N 33°34'10" E	241.85'
L21	N 89°40'41" E	70.05'
L22	S 71°52'35" E	79.82'
L23	S 30°37'59" E	53.84'
L24	N 60°20'21" E	75.36'
L25	N 29°51'14" W	59.01'
L26	S 73°38'45" E	79.94'
L27	N 16°28'15" E	15.00'
L28	N 73°38'45" W	75.00'

COURTHOUSE ROAD
ROUTE 208
VARIABLE WIDTH R/W

Scale: 1" = 100'

C&D CONSULTANTS

420 HUDGINS ROAD SUITE 106
FREDERICKSBURG, VIRGINIA 22408
VOICE: 540-891-2500 FAX: 540-891-2030

SURVEYING

LAND PLANNING

PLAT SHOWING

EVERETTE ESTATES

COURTLAND MAGISTERIAL DISTRICT

SPUTSYLVANIA COUNTY, VIRGINIA
ALE: 1"=100' DECEMBER 12, 2005

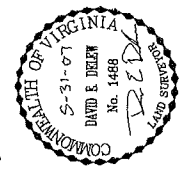
SHEET 5 OF 6
PER COUNTY COMMENTS: MARCH 23

PER COUNTY COMMENTS MARCH 2,

ER COUNTY AND VDOT COMMENTS MAY 30, 2017

1000

100



PLAT SHOWING
EVERETTE ESTATES
COURTLAND MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA
SCALE: 1"=140'
SHEET 6 OF 6
REVISED PER COUNTY COMMENTS: MARCH 2, 2000
REVISED PER COUNTY COMMENTS MARCH 2, 2000
REVISED PER COUNTY AND VDOT COMMENTS MAY 30, 2000
REVISED PER VDOT COMMENTS MAY 30, 2000

C & D CONSULTANTS
420 HUDGINS ROAD SUITE 106
FREDERICKSBURG, VIRGINIA 22408
VOICE: 540-881-2500 FAX: 540-891-2030
SURVEYING * LAND PLANNING

LINE TABLE

LINE	BEARING	DISTANCE
129	N 61°44'24" E	100.00'
130	N 28°15'38" W	55.02'
131	S 61°44'24" W	23.75'
132	S 78°38'50" W	60.70'
133	N 16°13'15" W	20.48'
134	N 58°06'45" E	25.96'
135	S 16°13'15" E	28.02'
136	S 01°36'23" W	17.02'

CURVE TABLE

NUMBER	R	L	C	LC	DELTA	T
C44	55.00	20.72	S 51°04'25" W	20.60	21°35'20"	10.49

EASEMENT DETAIL
SCALE: 1" = 30'