

990 015579

This Deed is Exempt from Recordation Tax Pursuant to Section 58.1-811 (A)(3) of the Code of Virginia

58100,000

DEED

THIS DEED, made the 21 day of July, 1999, between VENTURE INTERNATIONAL INVESTMENTS, INC., a Virginia corporation, hereinafter called the "Grantor", and the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter called the "Grantee" whose mailing address is 101-C Mounts Bay Road, Williamsburg, VA 23185.

WITNESSETH:

THAT IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby sell, bargain and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the said Grantee, the following described property located in James City County, to wit:

All those certain lots or parcels of land situate, lying and being in Jamestown District of James City County, Virginia, designated as Lots 3, 4 and 5 on that certain plat of survey entitled "PLAT OF FIVE LOTS ON JAMESTOWN ROAD OWNED BY: VENTURE INVESTMENTS, INC. JAMES CITY COUNTY, VIRGINIA" made by Rainey Engineering, Christiansburg, Virginia, dated May 15, 1991, and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia, in Plat Book 55, Page 60, as amended by that certain plat of survey entitled "PLAT SHOWING BOUNDARY LINE ADJUSTMENT LOT LINE EXTINGUISHMENT AND DRIVEWAY ACCESS ADJUSTMENT LOTS 2 & 3, SUBDIVISION OF FIVE LOTS ON JAMESTOWN ROAD OWNED BY VENTURE INTERNATIONAL INVESTMENTS, INC., JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA," made by AES Consulting Engineers, Williamsburg, Virginia, dated April 29, 1996, and recorded in the aforesaid Clerk's Office in Plat Book 64, Page 23, as corrected by that certain plat of correction recorded in the aforesaid Clerk's Office in Plat Book 64, Page 70, to which plats specific reference is here made for a more accurate description of the property hereby conveyed.

JUL 23 1999 01 76

Prepared by: Kniceley & Cotorceanu, P.C.
487 McLaws Circle, Suite 2
Williamsburg, VA 23185

JUL 23 8 01 77

Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

Subject, however, to the covenants, restrictions and easements of record or apparent on the ground.

Being a portion of the same property as that conveyed unto the Grantor herein by Deed dated December 1, 1993, from Venture Investments, Inc., a Virginia corporation, and recorded in the aforesaid Clerk's Office in Deed Book 662, at page 636.

WITNESS the following signature and seal.

VENTURE INTERNATIONAL INVESTMENTS, INC. a Virginia corporation

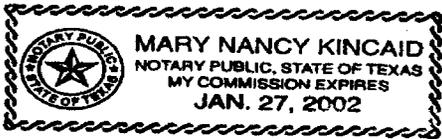
By: [Signature] (SEAL)
President

ACKNOWLEDGMENT

IN THE STATE OF TEXAS
COUNTY OF Harris, to-wit:

I, Mary Nancy Kincaid, a notary public in and for the county and state aforesaid, do certify that Robert L. Wanner, the duly elected President of VENTURE INTERNATIONAL INVESTMENTS, INC., a Virginia corporation, whose name is signed to the writing above bearing date on the 21st day of July, 1999, has acknowledged the same before me in my county and state aforesaid for and on behalf of the corporation.

GIVEN under my hand this 21st day of July, 1999.



My commission expires: _____

Mary Nancy Kincaid
Notary Public
Witnessed in the City of Williamsburg and County of James City, to-wit: _____
in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City the 23 day of July 19 99.
This deed was presented with the certificate annexed and admitted to record at 2:00 o'clock. The taxes imposed by Sect. 58-54 (a) and (b) of the code have been paid.
\$ 2 STATE TAX \$ 100.00 ADDITIONAL TAX
[Signature]

\$114,843.00

Name Change

112

DEED

BOOK 662 PAGE 636

THIS DEED, made the 1st day of December in the year 1993, between VENTURE INVESTMENTS, INC., a Virginia corporation, hereinafter called the "Grantor", and VENTURE INTERNATIONAL INVESTMENTS, INC., a Virginia corporation, hereinafter called the "Grantee";

WITNESSETH:

THAT IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant, sell, bargain and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the said Grantee, all the following described real property located in James City County, Virginia, to wit:

All those certain lots, pieces or parcels of land situate, lying and being in the Jamestown District of James City County, Virginia, designated and shown as Lots 1, 2, 3, 4 and 5 on that certain plat of survey entitled "PLAT OF FIVE LOTS ON JAMESTOWN ROAD OWNED BY: VENTURE INVESTMENTS, INC. JAMES CITY COUNTY, VIRGINIA" made by Rainey Engineering, Christiansburg, Virginia, dated May 15, 1991, and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia, in Plat Book 55, Page 60, to which specific reference is here made for a more accurate description of the property hereby conveyed.

Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditament, easements and appurtenances unto the said land belonging or in anywise appertaining.

Subject, however, to the covenants, restrictions and easements of record or apparent on the ground.

Being a portion of the real property conveyed to Grantor by Deed dated March 31, 1987, from Mecca Development Corporation, a Texas corporation, and recorded on April 1, 1987, in the aforesaid Clerk's Office in Deed Book 336, page

796.

The conveyance herein mentioned is made as permitted by and subject to that certain Deed of Trust dated February 13th, 1991, between Venture Investments, Inc., and Charles H. Rideout, Jr., as trustee, recorded in the aforesaid Clerk's Office in Deed Book 506, Page 668.

WITNESS the following signature and seal of a duly authorized officer of the Grantor.

VENTURE INVESTMENTS, INC.
Ronald Lewis Headland (SEAL)
President

ACKNOWLEDGMENT

IN THE STATE OF TEXAS

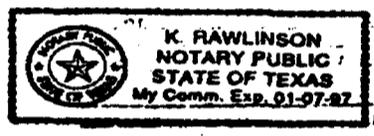
COUNTY OF Harris, to-wit:

I, Keith Rawlinson, a notary public in and for the county and state aforesaid, do certify that Ronald Lewis Headland, the duly elected President of VENTURE INVESTMENTS, INC., whose name is signed to the writing above bearing date on the 1st day of December 1993, has acknowledged the same before me in my county and state aforesaid.

GIVEN under my hand this 21st day of December, 1993.

Keith Rawlinson
Notary Public

My commission expires:
1-2-97



Virginia: City of Williamsburg and County of James City, to Wic:
In the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City on 4 day of September 1994
This deed was presented with the certificate annexed and admitted to record at 11:11 o'clock. The taxes imposed by Sect. 58-54 (a) and (b) of the code have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX
\$ 172.35 \$ 57.45 \$ 115.00
Tara Helene S. Ward, Clerk
By *[Signature]*
Deputy Clerk

2-2

FROM THE SECRET SERVICE TO THE NATIONAL GUARD
H R STORM InfoLine:
CLEAR AIR FORCE TO THE 58 STORM
www.hrstorm.org

Recorded

References - PB45/80

BOOK 352 PAGE 122

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 30th day of June, 1987, by Venture Investments, Inc., a Virginia Corporation (hereinafter called the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is presently or will be the owner of certain real property in James City County, Virginia, briefly described as 14.4174 acres located on Jamestown Road, now or formerly owned by Robert T. Armistead et ux and Letitia Hanson, and more particularly described as Parcel I on the Plat, as hereinafter defined (the "Plat"); and

WHEREAS, Developer desires to provide for the development, preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Property and improvements thereon; and to this end, desires to subject the real property described on the Plat together with such additions as may hereafter be made thereto (as provided in Article IX) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the owners thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the power of owning, maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Developer soon shall have incorporated under the laws of the Commonwealth of Virginia the Lakewood Community Association as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, in compliance with the Subdivision Ordinance of James City County, Virginia, the Developer declares that the real property described in the Plat and such additions thereto as may hereafter be made pursuant to Article IX hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as ("covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

1.1 Definitions. In addition to other terms defined elsewhere in this Declaration, the following terms shall have the following meanings in this Declaration unless the context otherwise requires:

"Assessment" or "assessment" shall mean any Purchaser Fee, General Assessment or Special Assessment.

"Association" shall mean and refer to Lakewood Community Association, its successors and assigns.

"Basis for Assessment" shall mean the basis for making assessments of Purchaser Fees, General Assessments and Special Assessments set forth in Paragraph 4.2(b).

"Board of Directors" shall mean the then duly constituted Board of Directors of the Association.

"Common Area" shall mean and refer to those areas of land now or hereafter conveyed to the Association or shown on any recorded subdivision plat of the Property and improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members.

"Common Expenses" shall mean the costs and expenses set forth in Paragraph 6.2 (b) hereof.

"Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this Declaration of Covenants and Restrictions, as same may from time to time be amended.

"Developer" shall mean and refer to Venture Investments, Inc., and its assigns, together with any successor to all or substantially all of its business of developing the Property.

"General Assessments" shall mean assessments made by the Developer and/or its successor, the Association, in the manner set forth in Paragraph 4.2(d) to pay Common Expenses.

"Lot" shall mean and refer to any plot of land shown upon the Plat or any other recorded subdivision map of the Property with the exception of any Common Area as defined herein.

"Member" shall mean any Owner and any Occupant (not an Owner) of a Unit constructed on a Lot.

"Occupant" shall mean and refer to the occupant of a Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

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

"Plat" shall mean and refer to the real property and the graphic and written statement of concepts and principles pursuant to which the real property as subdivided thereon will be developed, being entitled, "PLAT OF LAKEWOOD SECTION II LOT 1 THRU LOT 29 OWNER/DEVELOPER: VENTURE INVESTMENTS, INC., A VIRGINIA CORPORATION" dated June 2, 1987, and made by AES, a Professional Corporation, Engineering, Planning and Surveying, a copy of which plat is duly recorded herewith in the Clerk's Office of the Circuit Court of James City County, Virginia, in Plat Book 45, Page 80, as the same may be revised from time to time.

"Property" shall mean and refer to all real property described on the Plat, together with such other real property as may from time to time be annexed thereto under the provisions of Article IX hereof.

"Purchaser Fee" shall mean the fee set forth in Paragraph 4.2(c) to be paid by each purchaser of a Lot.

"Resolutions" shall mean and refer to the documents containing rules and regulations and policies adopted from time to time by the Board of Directors as same may be amended.

"Special Assessments" shall mean assessments made by the Developer and/or its successor, the Association, for the purposes stated in Paragraph 4.2(f).

"Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which amends the provisions of this Declaration.

"Unit" shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.1 The Property. The property which is and shall be held,

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transferred, sold, conveyed, and occupied subject to this Declaration is located in James City County, Virginia, and is more particularly described on the Plat.

2.2 Additions to Property; Mergers. (a) Additional areas may be annexed to the real property shown on the Plat pursuant to the terms of Article IX herein.

(b) No merger or consolidation of this Declaration with any Supplemental Declaration(s) or of the Developer or the Association with any other entity shall affect any revocation, change or addition to the covenants established by this Declaration within the Property or any additional area annexed pursuant to any Supplemental Declaration and in the event of any merger or consolidation of the Developer or Association the surviving or consolidated entity may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any additional areas as one scheme.

ARTICLE III

COMMON AREA

3.1 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Until such time, within the limits of Paragraph 3.6 of this Declaration, as Developer conveys all of the Common Area to the Association, Developer shall constitute and shall function as the Association, the Board of Directors and the Environmental Preservation Board hereunder and no Owner shall have any vote in the Association. Thereafter, the Association shall consist of the Owners who shall have one vote for each Lot an Owner owns in fee simple (whether or not subject to any mortgage or deed of trust) and the Board of Directors and Environmental Preservation Board shall be elected or appointed as provided herein and in the Articles of Incorporation and By-laws of the Association.

3.2 Members' Rights of Enjoyment; Appurtenance of Common Area. Subject to the provisions hereof, every Member shall have a right of enjoyment in and to the Common Area. Such right of enjoyment to the Common Area shall pass with the title to every Lot.

3.3 Extent of Members' Easements. The Members' easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area by guests of Members.
- (b) the right of the Association to suspend the right of a Member to use any portion of its facilities for any period during which any assessment against his Lot or any Lot containing a Unit occupied by an Occupant remains unpaid for more than thirty (30) days after notice.
- (c) the right of the Association to suspend the right of a Member to use any portions of its facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the Resolutions which remain uncorrected after the last day of a period established for correction by the Association, such period to be stated in a notice to the Member together with a statement of the infraction complained of and the manner of its correction.
- (d) the right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities.
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association.

3.4 Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association.

3.5 Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of the Owner's lessees, guests, invitees, licensees, agents or members of their families, the Owner does hereby authorize the Association to repair such damaged area. The Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The costs of such repairs shall become a Special Assessment upon the Lot or Unit of such Owner.

3.6 Title to Common Area. The Developer may retain the legal title to the Common Area until such time as it has completed improvements thereon, and determines, in its sole

discretion, that the Common Area should be conveyed to the Association, but in any event not later than five years, except as otherwise expressly provided herein, from the date of this Declaration. Developer shall maintain control of the Common Area until so conveyed and shall take such actions as it in its sole discretion deems appropriate regarding the Common Area until such conveyance is recorded. Owners shall have all the obligations imposed by the Declaration prior to such conveyance including the payment of all Assessments.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Developer or its Successor, the Association, the following: (1) Purchaser Fee, (2) General Assessments, and (3) Special Assessments.

All such fees and assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such fee and assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the fee or assessment fell due. No Owner may waive or otherwise avoid liability for the fees or assessments provided herein by nonuse of the Common Area or abandonment of his Lot.

4.2 Assessments.

(a) **Method and Purpose of Assessment.** Prior to conveyance of all of the Common Area to the Association, the Developer shall make and take all actions for and in the name of the Association with respect to Assessments under this Article IV in the manner specified herein. Thereafter, the Association shall make and take all actions with respect to Assessments. Any General Assessment levied by the Developer or its successor, the Association, hereunder shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, to enhance the environment, and, in particular for the improvement, maintenance and operation of the Common Area and facilities together with such Areas and facilities as may from time to time be designated as future Common Areas.

(b) **Basis for Assessment.** The basis for assessment of Purchaser Fees, General Assessments and Special Assessments hereunder shall be as follows:

(1) Lots. Each Lot upon which there has been erected a Unit which is certified for occupancy by James City County and all other Lots which have been conveyed to an Owner other than the Developer shall be assessed at a uniform rate.

(2) Developer-owned Property. Notwithstanding any other provision of this Declaration or otherwise, the Developer shall not be obligated to pay any fee or assessment on Lots it owns unless Developer has erected on a Lot a Unit or units certified for occupancy, which Unit is intended to be held by Developer and not marketed to an Owner other than Developer.

(c) Purchaser Fee. Every purchaser of a Lot shall pay to the Association a Purchaser Fee of THREE HUNDRED DOLLARS (\$300.00) on the date of such purchase. This shall be a one-time non-refundable fee to establish and maintain cash reserves for the Association and to provide for cash to meet Association expenses. All provisions set forth in this Article referring to liens and their enforcement shall also apply to such fees which, for purposes of establishing liens and enforcement thereof, shall be deemed to be an assessment.

(d) General Assessments. Each Owner shall pay to the Association his proportionate share of the Common Expenses as determined by the number of Lots each Owner owns in the Association compared to the number of Lots constituting the Basis for Assessment set forth in Paragraph 4.2(b) hereof. Assessments for Common Expenses shall commence with respect to each Lot upon the first day of the month following conveyance of the Lot by the Developer to the first user.

At each Annual meeting of the Association, as provided in its Bylaws, the Association shall fix and determine an amount necessary to provide for the Common Expenses for the year commencing on the first day of the month following the month in which the annual meeting occurs, and shall assess against each Owner his proportionate share of the Common Expenses determined by multiplying the total Common Expenses determined as provided above, by a fraction consisting of the number of Lots each Owner owns divided by the total number of Lots constituting the Basis for Assessment on that date pursuant to Paragraph 4.2(b). The Board of Directors shall determine and recommend to the Association the annual assessment for the coming year. Such recommendation shall be reported to each Owner not less than ten (10) days nor more than sixty (60) days prior to the annual meeting. The Association may, at any special meeting duly called, assess such amounts as from time to time may be necessary to cover any insufficiency in the amount established at the annual meeting to meet Common Expenses for the forthcoming year

or for any previous year, or for any other purpose permitted by this Declaration, the Articles of Incorporation or the Bylaws of the Association; provided, that the amount assessed against each Owner shall be his proportionate share of such additional assessment, determined by multiplying the total amount determined by the Association to be needed, by the fraction described hereinabove.

(e) Payment of General Assessments. General Assessments shall be payable in twelve (12) equal monthly installments commencing on the first day of the first month of each assessment year, and continuing on the first day of each month thereafter.

(f) Special Assessments. In addition to the General Assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next five succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including equipment, fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Developer and a majority of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose. Special Assessments shall be payable as determined by the Developer or its successor, the Board of Directors of the Association.

(g) Date of Commencement of General Assessments. The General Assessments provided for herein shall commence with respect to any Lot on the first day of the month following conveyance of the first Lot to an Owner who is not the Developer. The initial General Assessment on any Lot shall be adjusted according to the number of whole months remaining in the fiscal year.

(h) Effect of Nonpayment of Assessments; Remedies of Association. Any assessment not paid within thirty (30) days after the due date may, upon resolution of the Board of Directors, bear interest from the due date at the maximum contract interest rate provided by law. The lien of the assessments provided for herein, whether or not notice has been placed of record as hereinafter provided, may be foreclosed by a bill of equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and delinquency, if any, due on a particular Lot or Unit. The Association may bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest and costs of any such action (including reasonable attorney's fees) shall be added to the amount of such assessment.

(i) Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the individual Lots or Units herein, in order to secure the payment of any of the assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first or subordinate mortgages or deeds of trust placed on the property at any time; except that, at such time as the Association places to record a notice of delinquency as to any particular Lot or Unit at such place as instruments of conveyance and liens are recorded for such Lot or Unit on a form prescribed by the Board of Directors, then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or subordinate mortgages or deeds of trust placed of record subsequent to the date of said notice in the same manner as the lien of a docketed judgment in the Commonwealth of Virginia. Sale or transfer of any Lot or Unit shall not affect any lien provided for hereunder.

(j) Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; and (4) all property owned by the Developer as elsewhere provided herein.

(k) Annual Budget. The Board of Directors shall adopt an annual budget which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

ARTICLE V

ARCHITECTURAL CONTROL AND MAINTENANCE

5.1 The Environmental Preservation Board. Until such time, within the limits of Paragraph 3.6 hereof, as Developer conveys all of the Common Area to the Association, Developer shall be and shall function as the Environmental Preservation Board ("EPB") hereunder. At the time of conveyance of all of the Common Area to the Association, an EPB consisting of three or more persons (who may or may not be owners) shall be appointed by the Developer who shall have terms of office of not more than three (3) years. At such time as the membership appointed by the Developer expires, the EPB shall be appointed by the Board of Directors.

5.2 Purpose. In accordance with the provisions of the

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Plat, the Developer or its successor, the EPB, shall regulate the external design, appearance, use, location, and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities, ecologically sensitive areas and important historic elements.

5.3 Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any unit, lot or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Developer or its successor, the EPB, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, improved, altered, made or done without the prior written approval of the Developer or its successor, the EPB.

5.4 Procedures. In the event the Developer or its successor, the EPB, fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted. Any decision made by the Developer shall be final. Any adverse decision made by the EPB may be appealed or an aggrieved party to the Board of Directors, who may reverse or modify such decision by a two-thirds (2/3) vote of the Board of Directors.

5.5 Maintenance and Repair. The Association shall improve, repair and maintain the Common Area. The Association shall not be responsible for the improvement, repair or maintenance of any Unit or Lot not in the Common Area. However, the Developer or its successor, the Association, reserves the right to do such improvement, repair or maintenance if deemed by the Developer or its successor, the Association, to be necessary to maintain its purposes under Paragraph 5.2 above, and, provided that the Owner/Occupant has been given notice and an opportunity to remedy pursuant to guidelines established by the Developer or its successor, the EPB, but has failed to so remedy.

5.6 Entry for Maintenance. The Developer or its successor, the Association, or its agents shall have an easement of entry as to any Lot or Unit thereon when necessary in connection with any improvement, maintenance or repair above mentioned. Such entry shall be made with as little inconvenience to the Owner or Occupant as practicable, and any damage caused thereby shall be repaired by the Association out of the fund established for Common Expenses. Such entry shall only be after notice and opportunity to remedy has been given by the Developer or its successor, the Association, pursuant to guidelines established by

the Developer or its successor, the Association.

ARTICLE VI

USE OF PROPERTY

6.1 Protective Covenants and Restrictions.

(a) General Restrictions. All Lots or Units within the Property shall be developed and maintained in accordance with the Plat. All Lots or Units within the Property shall be subject to the standards established by the Developer or its successor, the EPB, provided that such standards shall not be less restrictive than the Subdivision Ordinance of James City County, Virginia, as it may be amended from time to time. Such standards shall implement the purposes of the Plat and of Paragraph 5.2 and this Article; and interpret the covenants in this section, including but not limited to rules to regulate animals, antennas, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation.

(b) Specific Restrictions.

(1) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Unit to a single family, subject to all of the provisions of the Declaration, provided that the term of any such lease shall not be less than twelve (12) months in duration. As used herein the term "single family" is defined to include only persons related by blood or lawful marriage.

(2) Noxious or Offensive Activity. No noxious or offensive activity shall be carried on in any Lot, Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners or Occupants.

(3) Pets. Subject to such limitations as may from time to time be set up by the Developer or its successor, the EPB, generally recognized house or yard pets (maximum number of 2 per lot at any one time) may be kept and maintained at a Unit provided such pets are not kept or maintained for commercial purposes. No pets may be kept on any Lot not improved with a Unit. All pets must be kept under the control of their owner when they are outside with persons legally on the property and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the Developer or its successor, the

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EPB, they shall be removed from the property within thirty days after written request to do so.

(4) Signs. No signs of any type shall be displayed to public view on any Lot, Unit or Common Area, except customary name, address and lawn signs as are approved by the Developer or its successor, the EPB.

(5) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Developer or its successor, the EPB, shall be permitted, except for mail depositories which are the property of the U. S. Post Office Department.

(6) Trash Receptacles. All trash receptacles and their concealment shall be subject to standards developed and approved by the Developer or its successor, the EPB.

(7) Boats, Trailers, etc. Overnight parking or storage of boats, trailers and all vehicles other than licensed, operable private passenger vehicles shall be prohibited. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle upon any portion of the property.

(8) Antennae. Exterior television or other antennae, including but not limited to individual and group antennae and/or satellite dishes, except as approved by the Developer or its successor, the EPB, are prohibited.

(9) Clothes Drying Equipment. Clothes lines or other exterior clothes drying apparatus are prohibited.

(10) Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Developer or its successor, the EPB, and all appropriate governmental authorities.

(11) Model House or Exhibits. No Owner except the Developer shall permit any structure on his Lot to be used as a model house or exhibit without the written consent of the Developer or its successor, the EPB.

(12) Wells. No well shall be dug or maintained on any Lot except by the Association or the Developer.

(13) Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots by any Owner other than the Developer without the written consent of Developer, or its successor, the Association, and no portion less than all of any such Lot, shall be conveyed or transferred by an Owner other than the Developer

provided, however, that this shall not prohibit deed of correction, deeds to resolve boundary line disputes, and similar corrective instruments.

(14) Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot, Unit or any part of the Common Area.

(15) Rules and Regulations. Reasonable rules and regulations concerning the use of the Common Area, and conduct of the Owners and Occupants, their families, guests, tenants, agents and invitees to the property may be made, amended or revoked from time to time by the Developer or its successor, the Association. Copies of rules and regulations and all amendments thereto shall be furnished by the Developer and/or the Association to all Owners and Occupants upon request.

(16) Improvement Completion. No Owners or Occupants nor the Association shall interfere in any way with the completion of the contemplated improvements and the sale of the Lots or Units by Developer. Developer may make such use of the unsold Lots or Units as may in its judgment facilitate such completion and sale to the extent otherwise set forth in this Declaration and as permitted by law. Developer may display such signs as it deems necessary and appropriate in its sales efforts. Developer shall have the right to lease any unsold Units upon any terms it desires, notwithstanding any other provision herein.

(17) Use of Common Area. Except for the right of ingress and egress, the Owner or Occupant shall use the Common Areas only as may be allowed by the Developer or its successor, the Association, or expressly provided for herein.

(18) Exception. The Developer or its successor, the Association, may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Association acts in accordance with adopted guidelines and procedures and can show good cause.

(19) Animal Runs. Dog or other animal runs are prohibited.

(20) Leases. Lease of any Unit for a period of less than twelve (12) months is prohibited.

(21) Private Swimming Pools. Private swimming pools will be permitted upon approval of plans and specifications by the Developer or its successor, the EPB.

(22) Street Address Numbers. The street address number of each house shall be prominently displayed on the front facade, with white, black, brass or chrome numbers no less than 6" in height nor no more than 12" in height.

(23) Trash Cans, Exterior HVAC Equipment, and Electrical Meters. Trash cans and exterior heat pump compressors, air conditioners, and other heating and air conditioning equipment shall be screened from public view in a manner acceptable to the Developer or its successor, the EPB, and shown on the plans. Electrical meters must be on side or rear walls, recessed into the walls, painted to match the siding, or screened with shrubs.

(24) Mowing and Property Maintenance. The Owners are responsible for maintaining their respective Lots in a clean and neat appearance prior to, during, and after construction, of any Unit thereon, to including mowing of grass as needed or directed by the Developer or its successor, the EPB. A trash container shall be placed on the Lots during construction. All construction material shall be stored solely on the respective Lots. Any damage to road shoulders shall be repaired by the Owner or his builder. Grass shall not be permitted to grow to a height exceeding six inches. Trash and construction debris shall be removed as required or directed by the Developer or its successor, the EPB. The Developer or its successor, the EPB, is authorized at its discretion to enter onto any Lot to cause such work to be performed at the Owners' expense in order to bring Lots into compliance, with notice, as provided herein.

6.2 Common Areas.

(a) The Common Areas applicable to the property shall be those designated as such on the Plat and on any recorded plat of subdivision of any additional areas as may be annexed thereto pursuant to the terms of Article IX herein.

(b) All costs and expenses of regaining, maintaining, operating and improving the Common Area, including without limitation the cost of replacements, rental payments, trash pick-up, improvements, insurance and real estate taxes and all costs and expenses of administration of the Association, including without limitation salaries, supplies, and professional fees and expenses, shall be Common Expenses to be borne and assessed pursuant to Article IV.

(c) Nothing shall be done or kept in any Lot, Unit or Common Area which will increase the rate of insurance on any Lot, Unit or Common Area, without the prior written consent of the Developer or its successor, the Association. No Owner or

Occupant shall permit anything to be done or kept in his Unit or Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

(d) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Developer or its successor, the Association.

(e) Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Developer or its successor, the Association.

(f) The Developer or its successor, the Association, is authorized to adopt rules for the use of the Common Area and furnish the same in writing to the Owners, and there shall be no violation of such rules as may be adopted.

6.3 Utility and Drainage Easements. From the date hereof until five years after the date of this Declaration, the Developer reserves unto itself, its successors and assigns, and may convey or grant to others, without the consent of any Owner, perpetual, alienable easements and rights of way:

- (i) to construct, maintain, inspect, replace and repair electric and telephone wires, cables, conduits, sewers, pipes, water mains, other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television, cable, communications on, over and under the rear ten (10) feet of each Lot and Common Areas and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision, and
- (ii) to provide for storm and surface water drainage, including the right to construct, maintain, inspect, replace and repair pipes, ditches, culverts and other suitable facilities for the disposition of storm and surface water drainage, on, over and under the rear ten (10) feet of each Lot and five (5) feet along both sides of each Lot, and Common Areas and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision. The easements provided in this Section 6.3(i) and (ii) shall include the right of ingress and egress thereto, and the right to cut any trees, brush and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be exercised by any licensee

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of the Developer or the holder of any easement granted by the Developer, but shall not be deemed to impose any obligation upon the Developer or such holder to provide or maintain any utility or drainage services, and

- (iii) to provide for utilities, drainage or ingress or egress as the same may be needed to further the purpose of development of the real property shown on the Plat or any real property adjacent thereto.

6.4 Historical Artifacts. The Developer hereby retains ownership rights to any historical artifacts discovered on or in any portion of the Property. In the event such artifacts are discovered, before such artifacts shall be disturbed or removed, notice shall be given to the Developer, and the Owners and Occupants shall cooperate fully with the Developer to allow such artifacts to be removed.

ARTICLE VII

CONSTRUCTION ON LOTS

7.1 Single Family Residence. No more than one detached, private dwelling unit with an attached garage may be erected on any lot.

7.2 Approved Designs for Houses. The Developer has prepared a series of specific house plans, building elevations, alternate elevations, materials, colors, specification manual optional details with typicals, deck details, eave details, privacy wall details, trim details, and landscaping plans for general use within this subdivision. The use of a specific combination of these design features on a particular lot must be approved in advance by the Developer and its successor, the EPB. Any subsequent changes during or after construction must also be approved in advance by said authorities.

7.3 Alternate or Modified Designs. The Developer and its successor, the EPB, may, at its sole discretion, permit minor modifications to be made to the approved design plans, such as the substitutions to be made to the approved design plans, relocation of windows, skylights, chimneys, and doors, changes to the landscaping, changes in deck design, reversal of plans, and the like, provided such changes or modifications are considered by the Developer or its successor, the EPB, to be consistent with the character and design themes of the prototype plans. The use of alternate or substantially different designs, changes in specifications or major details, or landscaping, must be approved in advance by an architect of the Developer's choosing, and by the Developer, or its successor, the EPB, at the applicant's sole expense. All expenses relative to the preparation of any

alternate designs shall be borne solely by the applicant. The applicant also assumes all liability relative to the effects these changes may have on the structural integrity of the original plans prepared by the Developer.

7.4 Landscaping Plans. Prior to construction of any Unit, Owners must submit a detailed schedule of the specific plantings proposed for any Lot, showing the minimum number and general type and sizes of planting materials to be installed and maintained on such Lot. These plantings must be installed when the Unit is built or at the beginning of the next planting season following completion of the Unit. Alternate landscaping may be authorized by the Developer or its successor, the EPB, upon submission of plans therefor.

7.5 Lot Mowing. The Owners assume all responsibility for mowing and property maintenance on their respective Lots from the date of conveyance of the Lot, and should make arrangements accordingly for periodic care thereof. The Developer, at his sole discretion, may on occasion mow any Lot and take whatever other action deemed appropriate to care for any Lot and vacant lots within the subdivision, until such time as a Unit is constructed thereon, and periodically bill Owners for reasonable expenses incurred therefrom.

7.6 Optional Details and Ancillary Structures. The Developer has prepared a series of specific designs or cross-sections of optional details such as decks, screened porches, privacy walls, utility area screening, trash container screening, awnings, and the like. When such optional details are desired, these plans and cross sections are to be used and the specific design and location approved by the Developer or its successor, the EPB. Other ancillary structures of any type must be approved by the Developer or its successor, the EPB, in advance.

7.7 Building Area and Setbacks. The house, garage, and deck on each Lot shall generally be placed entirely within the building area shown on the Plat. Front and rear setbacks and sideyards shall be the minimum required by the James City County Zoning ordinance.

7.8 Builders. The Developer shall maintain a list of builders and contractors who are approved to build and construct plans set forth in Paragraph 7.2 above. No other builders or contractors shall build such plans on the Property. An Owner may choose to employ other builders or contractors only if the plans for such house are of an original designed prepared by a licensed architect or prepared by the project architect. Such plans and builder or contractor must be approved by the Developer or its successor, the EPB, as set forth in paragraph 7.3.

7.9 Completion of Structures. All Units, structures and

FOR THE BOARD OF DIRECTORS
HR STORM InfoLine:
58-STORM
www.hrstorm.org

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landscaping on all Lots must be substantially completed in accordance with plans and specifications approved by the Developer or its successor, the EPB, within 12 months after construction of same shall have commenced, except that the Developer or its successor, the EPB, may grant extensions where such completion is made impossible due to matters beyond the control of the Owner or builder or contractor, such as strikes, casualty losses, national emergencies, or natural calamities. In the event any Unit, structure or landscaping is damaged or destroyed during or after construction, the Owner shall make every reasonable effort to rebuild the Unit, structure or landscaping to its original condition as rapidly as possible, or, in any event, within twelve months of the date such damage occurs.

ARTICLE VIII

EASEMENTS

8.1 Adjoining Areas. Each Owner or Occupant is hereby declared to have an easement and the same is hereby granted by the Developer over all adjoining Lots or Common Areas for the limited purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other similar cause; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Occupant if said encroachment occurred due to the willful misconduct of said Owner or Occupant. In the event a Unit on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that similar encroachments over adjoining Lots shall be permitted and easements are hereby created for the maintenance of said encroachments so long as they shall exist.

8.2 Easements of the Developer and Association. There is hereby reserved to the Developer and its successor, the Association, such easements as are necessary to perform the duties and obligations of the Association as are herein set forth.

8.3 Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. The Developer and each Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, telephone and public utility lines and other common elements located on any of the other Lots.

8.4 Priority of Easements. (a) Notwithstanding any provision to the contrary herein, or the grant, transfer or conveyance by the Developer of any right, title or interest in the Property (or the recording of the same) subsequent to the

date of this Declaration, the easements and rights-of-way reserved to and/or granted by the Developer pursuant to Paragraph 6.3 hereof shall be superior to and shall have priority over any right, title or interest of any Member under this Declaration or any Supplemental Declaration or any right, title or interest of any Member under any subsequent transfer or conveyance of any Lot or any and all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

(b) Each of the easements referred to in Paragraphs 8.1 through 8.3 shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, Units and the Common Property, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

ARTICLE IX

ADDITIONAL AREAS

9.1 Additional Areas. Should the Developer desire the extension of the provisions of this Declaration to additional areas other than the Plat in the future, the Developer, its successors and assigns, hereby reserves the right at such time or times as it shall in its sole discretion determine, within five (5) years of the date hereof and without the consent of any other Owner or Occupant to bring within the scheme of this Declaration any such Additional Areas or portion(s) thereof. Developer is not hereby required to make any improvements within such Additional Areas.

9.2 Supplemental Declarations. The additions authorized under this Article shall be made by filing of record a supplemental declaration with respect to the Additional Areas (or portion(s) thereof) to be annexed (the "Additional Area Supplemental Declaration") which shall state the intent of the Developer to extend the scheme of the covenants and restrictions of the Declaration and this Supplemental Declaration (including such rules, regulations and policies as may have been adopted upon the authorization thereof) to such Additional Areas (or applicable portion thereof).

9.3 Complementary Additions and Modifications. The Additional Area Supplemental Declaration may contain such complementary additions and modifications as may be necessary to reflect the different character, if any, of the Additional Areas.

9.4 Assessments on Additional Areas. Any Additional Areas or applicable portion thereof that is the subject of an Additional Area Supplemental Declaration shall become subject to

assessment for its pro rata share (as set forth in the Declaration and this Supplemental Declaration) of the expenses of the Association and the covenants for assessments set forth in this Declaration shall be deemed to include the Additional Areas, from and after the time such Additional Areas is thus added.

9.5 Binding Effect. From and after the time the Additional Areas (or portions thereof) is annexed, this Declaration shall be deemed to include both the Plat and such Additional Areas (or portions thereof) as has been annexed as aforesaid. All assessments established pursuant to this Declaration with respect to the Plat or with respect to the Additional Areas or portions thereof that have been annexed as aforesaid shall be deemed to be binding upon and enure to the benefit of the entire property and all Lots and Units thereon.

ARTICLE X

GENERAL PROVISIONS

10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded.

10.2 Amendments. This Declaration may be amended at any time by the Developer up and until all of the Common Area has been conveyed to the Association and thereafter by an instrument of record after the written consent thereto by not less than seventy-five percent (75%) of the Owners shall have been obtained.

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

10.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10.5 Limitations. As long as the Developer is likewise an Owner, the Association may not use its resources nor take a public position in opposition to the Plat or to changes thereto proposed by the Developer without the written consent of Developer. Nothing in this section shall be construed to limit

the rights of the members acting as individuals or in affiliation with other members or groups.

10.6 Release of Negative Reciprocal Easements. Each Owner, by his acceptance of this Declaration or the deed to his Lot or Unit waives any right and interest he may have (i) in and to real estate not covered by this Declaration and (ii) to the enforcement of all or any portion of this Declaration, any Supplemental Declaration, and the Resolutions against any such real estate.

10.7 Covenants Running with the Land. All provisions of this Declaration shall be construed to be covenants running with the Land, and with every part thereof and interest therein including, but not limited to, every Unit and the appurtenances thereto; and every Member and his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of this Declaration.

10.8 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

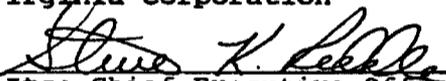
10.9 Headings. All headings in this document are inserted solely for convenience of reference, and none of them constitutes a part of this document or affects its meaning, construction or effect.

10.10 Effective Date. This Declaration shall take effect upon recordation.

10.11 Leases Must Contain Covenant to Abide. If an Unit Owner should lease a Unit or Units, the lease must contain a covenant on the part of the lessees to abide by all provisions of this Declaration and its exhibits and any rules and regulations and any amendments thereto which may subsequently be promulgated by the Association.

IN WITNESS WHEREOF, Venture Investments, Inc., has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

VENTURE INVESTMENTS, INC.,
a Virginia corporation

By: 
Its: Chief Executive Officer

THIS DEED, made this 9th day of April, 1986, by and between ROBERT T. ARMISTEAD, a/k/a R. T. ARMISTEAD, and SARAH H. ARMISTEAD, his wife, and LETITIA HANSON, widow, parties of the first part, and MECCA DEVELOPMENT CORPORATION, a Texas corporation, party of the second part.

W I T N E S S E T H

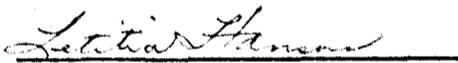
THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the party of the second part to the parties of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant and convey with General Warranty and English Covenants of Title unto MECCA DEVELOPMENT CORPORATION, a Texas corporation, the following described property, to-wit:

SEE ATTACHED SCHEDULE "A".

WITNESS the following signatures and seals:

 (SEAL)
ROBERT T. ARMISTEAD, a/k/a
R. T. ARMISTEAD

 (SEAL)
SARAH H. ARMISTEAD

 (SEAL)
LETITIA HANSON

STATE OF VIRGINIA AT LARGE
CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of May, 1986, by ROBERT T. ARMISTEAD,

BOOK 301 PAGE 36
a/k/a R. T. ARMISTEAD, and SARAH H. ARMISTEAD, his wife.

My commission expires: may 9, 1989.

Sue G. Clayton
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE

CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged before me
this 11th day of April, 1986, by LETITIA HANSON,
widow.

My commission expires: may 9, 1989.

Sue G. Clayton
NOTARY PUBLIC

SCHEDULE "A"

301 37

All that certain piece or parcel of real property situate, lying and being in James City County, Virginia, containing 27.84 acres, being set out and shown on a certain plat of survey entitled, "PLAT FOR CONVEYANCE OF 27.84 AC.± FROM ROBERT T. ARMISTEAD, ET ALS TO MECCA DEVELOPMENT CORPORATION, JAMES CITY COUNTY, VIRGINIA", dated April, 1986, made by AES, a Professional Corporation, Engineering, Planning, Surveying, which plat is attached hereto and made a part hereof and to which plat reference is here made for a more accurate description of the property hereby conveyed.

This conveyance is subject to all restrictions, covenants, easements and other matters of record or apparent on the ground.

And being further subject to the following provision:

The streets and entrances shown on a plat entitled, "PROPOSED LOCATION OF ROADS AND DRAINAGE & UTILITY EASEMENTS FOR CONVEYANCE OF 27.84 ACRES TO MECCA DEVELOPMENT CORPORATION", to be recorded contemporaneously herewith as Schedule "B", shall provide access to the remaining property of the parties of the first part, and the utility easements shown thereon shall be for the mutual benefit of the property hereby conveyed and the said remaining property, the owners of which shall have the right to connect to any utilities installed on the property hereby conveyed.

By accepting this Deed, the party of the second part agrees that the streets and utilities shall be constructed on or before April 1, 1987, so as to be adequate to service said remaining property with the standards of the Virginia Department of Highways and be dedicated to the Commonwealth of Virginia.

The parties of the first part further agree that if during the course of construction it is necessary to make changes in the location of the entrances, streets or utility easements which will not interfere with their access thereto, then the said parties of the first part, or their successors, shall

execute an agreement approving said changes in location.

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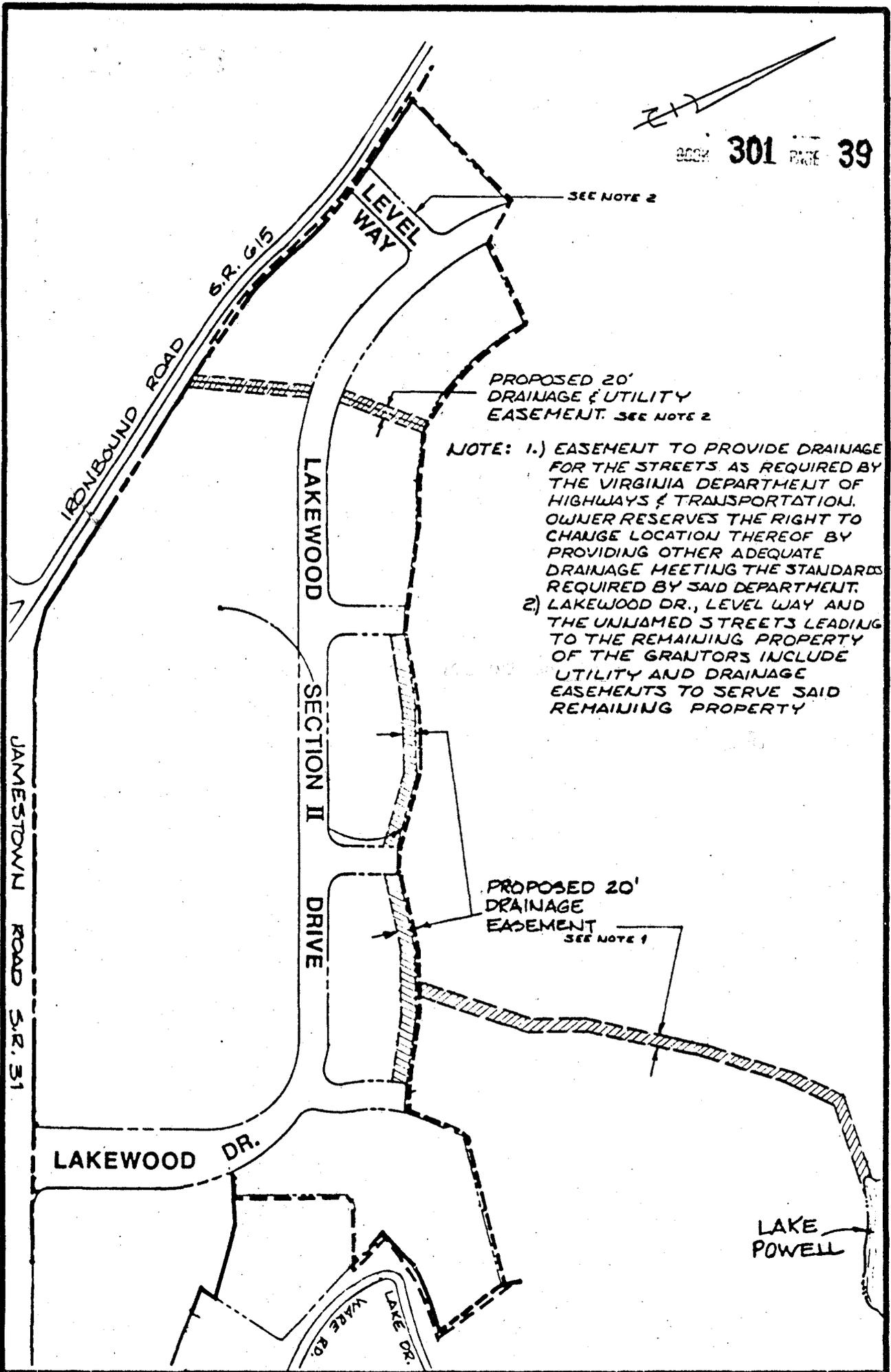
Being a portion of the same property conveyed to Rosa L. Armistead and Frank Armistead by Deed dated June 7, 1920, recorded in James City Deed Book 19, page 238; the said Frank Armistead having departed this life on September 2, 1952, and by his Will dated September 19, 1921, recorded in Williamsburg Will Book 6, page 431, he devised his interest in said property to Rosa L. Armistead, his wife; the said Rosa L. Armistead having departed this life on August 11, 1956, and by her Will dated September 20, 1953, recorded in James City Will Book 6, page 195, she devised the said property to R. T. Armistead and Letitia Hanson; R. T. Armistead being the same person as Robert T. Armistead, the grantor herein.

VIRGINIA: City of Williamsburg and County of James City, to-wit:
In the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City the 2nd day of May 1960
This deed was presented with the certificate annexed and admitted to record at 2:05 o'clock. The taxes imposed by Sect 53-54 (a) and (b) of the code have been paid
STATE TAX \$ 375.90 LOCAL TAX \$ 125.30 ADDITIONAL TAX \$ 257.00
Test: Helen S Ward, Clerk By: Helen S Ward
Deputy Clerk

~~PLAT RECORDED IN
D.E. NO. 300 PAGE 39~~

wrong reference

PLAT RECORDED IN
P.B. NO. 42 PAGE 54 ✓



PROPOSED 20' DRAINAGE & UTILITY EASEMENT. SEE NOTE 2

- NOTE: 1.) EASEMENT TO PROVIDE DRAINAGE FOR THE STREETS AS REQUIRED BY THE VIRGINIA DEPARTMENT OF HIGHWAYS & TRANSPORTATION. OWNER RESERVES THE RIGHT TO CHANGE LOCATION THEREOF BY PROVIDING OTHER ADEQUATE DRAINAGE MEETING THE STANDARDS REQUIRED BY SAID DEPARTMENT.
- 2.) LAKEWOOD DR., LEVEL WAY AND THE UNNAMED STREETS LEADING TO THE REMAINING PROPERTY OF THE GRANTORS INCLUDE UTILITY AND DRAINAGE EASEMENTS TO SERVE SAID REMAINING PROPERTY

PROPOSED 20' DRAINAGE EASEMENT SEE NOTE 1

AES, a professional corporation engineers, surveyors, planners Williamsburg, Virginia

PROPOSED LOCATION OF ROADS AND DRAINAGE & UTILITY EASEMENTS FOR CONVEYANCE OF 27.84 ACRES TO MECCA DEVELOPMENT CORPORATION

Scale: 1"=200'

Ref.:

Date: 4/24/88

Job No. 6240

THIS DEED OF TRUST, made this 2nd day of ~~April~~, 1986, by and between MECCA DEVELOPMENT CORPORATION, a Texas corporation, party of the first part, and W. L. PERSON, JR., residing in James City County, Virginia, and STEPHEN D. HARRIS, residing in the City of Williamsburg, Virginia, Trustees, either of whom may act, parties of the second part.

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey with General Warranty of Title unto the parties of the second part the following described real estate, to-wit:

SEE ATTACHED SCHEDULE "A".

IN TRUST to secure the payment of a certain negotiable Promissory Note of even date herewith with interest from date on the unpaid balance until paid at the rate provided in said Note, made by said party of the first part, payable to the order of ROBERT T. ARMISTEAD and LETITIA HANSON at Duke of Gloucester Street, Williamsburg, Virginia, 23185, or at such other place as the holders may designate in writing, said principal and interest being payable as provided in said Note until the Note is fully paid. The principal amount of said Note and the maturity date of the final installment are as follows:

Principal amount of the Note: \$225,560.00.

Maturity date: March 28, 1988.

The following conditions shall apply to the completion of certain improvements to the above described real property and to the release of portions of the above described real property from the lien of this Deed of Trust.

A. Prior to any release, the party of the first part shall (i) complete construction of the entrance from Jamestown Road, (ii) construct the street as shown on a plat, and (iii)

install sewer along the street and connect it to the manhole on the Teller property adjoining.

B. All streets will be completed in accordance with existing Virginia Department of Highway standards and shall be dedicated to the Commonwealth of Virginia.

C. The streets and utilities shall be constructed so as to be adequate to serve the remaining property with an easement being reserved for utilities to be connected to the remaining property.

D. Failure to commence the required work on the streets and/or utilities within sixty (60) days after the Virginia Department of Highways' requirements are met, or failure to complete by April 1, 1987, shall constitute a default in the Note secured hereby, and the balance shall be due and payable.

E. If the streets and entrances have been fully constructed except for the asphalt coating and the sewer has been installed, the release fee shall be \$17,500 per acre, or fraction thereof, and four (4) lots may be released without charge until the streets are fully completed and dedicated; thereafter, other property may be released for \$15,000 per acre, or fraction thereof, and one (1) additional lot may be released without charge.

The holders of the Note hereby secured, with or without cause, are hereby authorized and empowered to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place of any Trustee hereunder. All power and discretion vested in the Trustees by this Deed may be exercised by either or both of said Trustees or any substitute Trustee; and, after any sale hereunder, title to the property so sold, by the Trustee so acting, shall be sufficient to pass title to said property.

This conveyance is made under the provisions of Virginia Code, §§ 55-59 and 55-60, and shall be construed to

impose and confer upon the parties hereto and the beneficiaries hereunder all the duties, rights and obligations prescribed in said Virginia Code, §§ 55-59 and 55-60, and in short form as said sections provide.

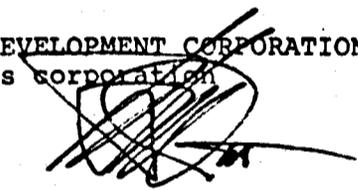
1. Exemptions waived.
2. Renewals or extensions permitted.
3. Right of anticipation reserved.
4. Insurance required.
5. Advertisement required--five (5) times in any newspaper of general circulation in the County of James City, Virginia.
6. Subject to all (call) upon default.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

WITNESS the following signature:

MECCA DEVELOPMENT CORPORATION, a
Texas corporation

BY:


WILLIAM G. HORNE, III,
PRESIDENT

STATE OF VIRGINIA AT LARGE

CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged before me
May
this 2nd day of ~~April~~, 1986, by WILLIAM G. HORNE, III,
President of MECCA DEVELOPMENT CORPORATION, a Texas corporation,
on behalf of the corporation.

My commission expires: May 9, 1989.

Sue J. Clayton
NOTARY PUBLIC

SCHEDULE "A"

All that certain piece or parcel of real property situate, lying and being in James City County, Virginia, containing 27.84 acres, being set out and shown on a certain plat of survey entitled, "PLAT FOR CONVEYANCE OF 27.84 AC.± FROM ROBERT T. ARMISTEAD, ET ALS TO MECCA DEVELOPMENT CORPORATION, JAMES CITY COUNTY, VIRGINIA", dated April, 1986, made by AES, a Professional Corporation, Engineering, Planning, Surveying, which plat is recorded with the Deed hereafter referred to and to which plat reference is here made for a more accurate description of the property hereby conveyed.

This conveyance is subject to all restrictions, covenants, easements and other matters of record or apparent on the ground.

And being further subject to the provisions set forth in the Deed hereafter mentioned.

And being the same property as that conveyed to Mecca Development Corporation by Deed of Robert T. Armistead, et ux, et als, dated April 9, 1986, recorded immediately prior hereto.

VIRGINIA City of Williamsburg and County of James City: to wit
In the Clerk's Office of the Circuit Court for the City of
Williamsburg and County of James City the 2nd
day of May 1986. This deed of trust
was presented with the certificate annexed and admitted
to record at 2:00 p.m. o'clock
Teste: Melan S. Ward, Clerk
By: Wylene S. Ward
Clerk

THIS DEED, made this 18th day of April, 1986, between WILLIAM BANGEL and SUE ANNE BANGEL, his wife, parties of the first part, and ROBERT C. BUNTING GENERAL CONTRACTOR, INC., a Virginia corporation, party of the second part.

WITNESSETH:

That for and 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 said party of the first part does grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the said party of the second part, in fee simple, the following described property, to wit:

All that certain lot, piece or parcel of land with the improvements thereon and the appurtenances thereunto belonging, lying and being in Roberts District, James City County, Virginia, and more particularly described as Lot 111 on the plat of subdivision of Fairfax Woods, Phase II, dated September 9, 1985, prepared by Langley and McDonald, Engineers, Planners, Surveyors, Virginia Beach, Virginia, which is duly recorded in the Clerk's Office of the Circuit Court, City of Williamsburg and County of James City, Virginia, in Plat Book 41, pages 91 & 92.

AND, IN ADDITION, the perpetual, nonexclusive easement in common with others, for ingress and egress over and across all streets and roads shown on the aforesaid plat of subdivision, over and across Kingsmill Road as the same is described on a certain plat dated September 6, 1973, entitled, "Busch Properties, Inc., Plat of Right-of-Way and Drainage Easements for Kingsmill Road," recorded in the aforesaid Clerk's Office in Plat Book 31, page 19, and over and across Southall Road as the same is described on a certain plat dated August 1, 1974, entitled "Plat Showing Utility Easements to be Dedicated to James City Service Authority from Busch Properties, Inc.," recorded in the aforesaid Clerk's Office in Plat Book 32, page 38, and additionally described on a certain plat dated April 9, 1976, entitled "Plat Showing Sanitary Sewer Easement to be Granted to James City Service Authority from Busch Properties, Inc.," recorded in the aforesaid Clerk's Office in Plat Book 33, page 58.

IT BEING the same property conveyed to the party of the first part herein by Deed of Busch Properties, Inc., dated January 30, 1986, recorded in Deed Book 293, page 850 in the aforesaid Clerk's Office.

LAW OFFICES
JONES
BLECHMAN
WOLTZ & KELLY, P.C.
2600 Washington Avenue
Newport News, Va.

CERTIFICATE OF SOURCE OF TITLE

TITLE TO THE LAND SHOWN HEREON IS VESTED IN VENTURE INTERNATIONAL INVESTMENTS, INC., BY DEED DATED DECEMBER 1, 1993 RECORDED IN D.B. 662, PAGE 636, ON JANUARY 4, 1994 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY, VIRGINIA.

OWNER'S CERTIFICATE

THE BOUNDARY LINE ADJUSTMENT AND LOT LINE EXTINGUISHMENT SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND OR TRUSTEES.

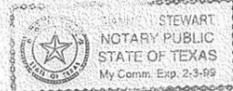
Ronald W. Eads
 VENTURE INTERNATIONAL INVESTMENT, INC. 7-16-96
 DATE

CERTIFICATE OF NOTARIZATION

STATE OF TEXAS

CITY/COUNTY OF Harris
 I, Dannett H. Stewart A NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY/COUNTY AFORESAID. GIVEN UNDER MY NAME THIS DAY OF July, 1996, MY COMMISSION EXPIRES 9-3-97

Dannett H. Stewart
 SIGNATURE



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY.

Ronald W. Eads
 RONALD W. EADS, L.S. 6-25-96
 DATE

CLERK'S CERTIFICATE
 STATE OF VIRGINIA, COUNTY OF JAMES CITY

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF JAMES CITY THE 19 DAY OF July, 1996, THIS MAP WAS PRESENTED AND ADMITTED TO THE RECORD AS THE LAW DIRECTS.

TESTE: *Ronald W. Eads*, CLERK

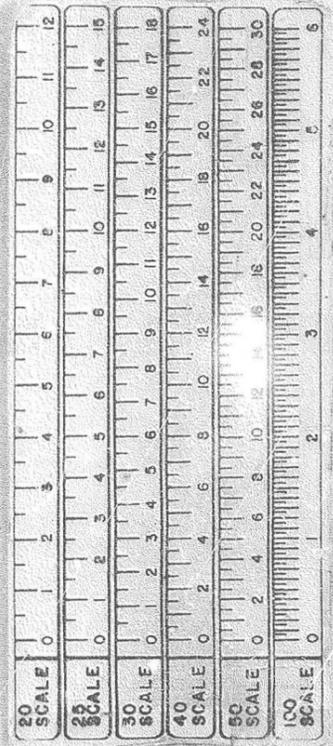
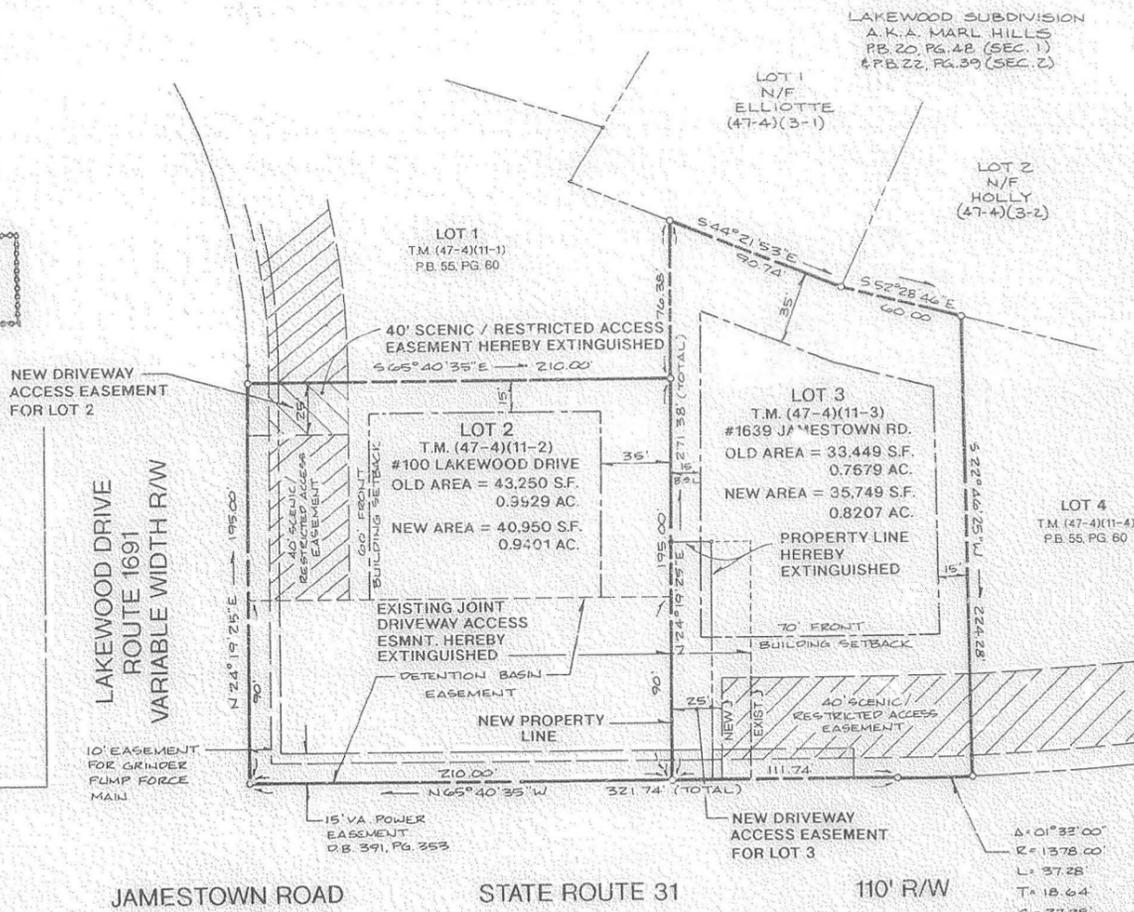
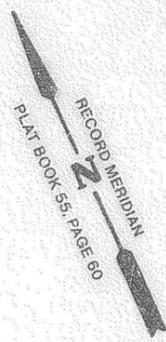
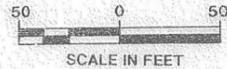
PLAT BOOK: 64, PAGE: 70

CERTIFICATE OF APPROVAL

THIS BOUNDARY LINE ADJUSTMENT AND LOT LINE EXTINGUISHMENT IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

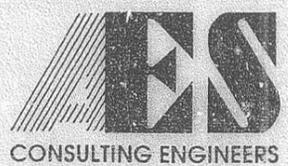
Be my...
 VIRGINIA DEPARTMENT OF TRANSPORTATION 7/18/96
 DATE

...
 SUBDIVISION AGENT OF JAMES CITY COUNTY 7/18/96
 DATE



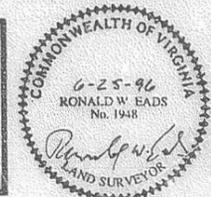
NOTE:
 THE PURPOSE OF THIS PLAT OF CORRECTION IS TO REVISE THE CORRECT NAME OF OWNERSHIP AND SOURCE OF TITLE FROM A PLAT PREVIOUSLY RECORDED IN PLAT BOOK 64, PAGE 23. THERE HAVE BEEN NO OTHER REVISIONS TO THE BOUNDARIES OR TO THE BODY OF SAID PLAT.

PLAT RECORDED IN
 PLAT BOOK 64, PAGE 70



5248 Olde Towne Road, Suite 1
 Williamsburg, Virginia 23188
 (804) 253-0040
 Fax (804) 220-8994

PLAT OF CORRECTION
 PLAT SHOWING BOUNDARY LINE ADJUSTMENT
 LOT LINE EXTINGUISHMENT AND
 DRIVEWAY ACCESS ADJUSTMENT
 LOTS 2 & 3, SUBDIVISION OF FIVE LOTS ON
 JAMESTOWN ROAD
 OWNED BY
 VENTURE INTERNATIONAL INVESTMENTS, INC.
 JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA



1	6/25/96	PLAT OF CORRECTION	RWE
No.	DATE	REVISION / COMMENT / NOTE	BY

Designed CMA	Drawn CMA
Scale 1" = 50'	Date 4/29/96
Project No. 7612 - 2	
Drawing No. 1 OF 1	

CERTIFICATE OF SOURCE OF TITLE

TITLE TO THE LAND SHOWN HEREON IS VESTED IN VENTURE INVESTMENTS, INC. A VIRGINIA CORPORATION, BY DEED DATED MARCH 31, 1987, RECORDED IN D.B. 336, PAGE 796, ON APRIL 1, 1987 (SEE P.B. 45, PAGE 9) IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY, VIRGINIA.

OWNER'S CERTIFICATE

THE BOUNDARY LINE ADJUSTMENT AND LOT LINE EXTINGUISHMENT SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND OR TRUSTEES.

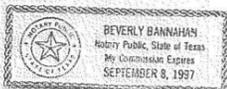
Kenneth D. Prosser 5-7-96
FOR VENTURE INVESTMENT, INC. DATE

CERTIFICATE OF NOTARIZATION

STATE OF VIRGINIA TEXAS

CITY/COUNTY OF HARRIS
BEVERLY BANNAHAN NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY/COUNTY AFORESAID. GIVEN UNDER MY NAME THIS 14 DAY OF May, 1996. MY COMMISSION EXPIRES 9-8-97

Beverly Bannahan
SIGNATURE



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY.

G.T. Wilson, Jr. 4-29-96
G. T. WILSON, JR., C.L.S. DATE

CLERK'S CERTIFICATE
STATE OF VIRGINIA, COUNTY OF JAMES CITY

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF JAMES CITY THE 23 DAY OF May, 1996 THIS MAP WAS PRESENTED AND ADMITTED TO THE RECORD AS THE LAW DIRECT.

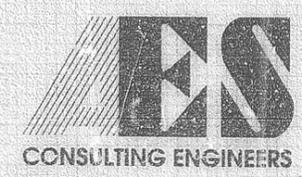
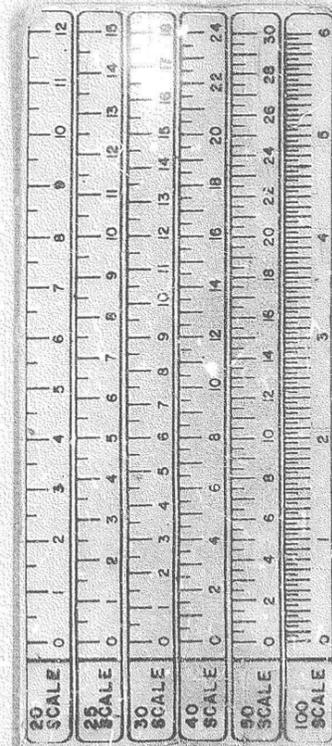
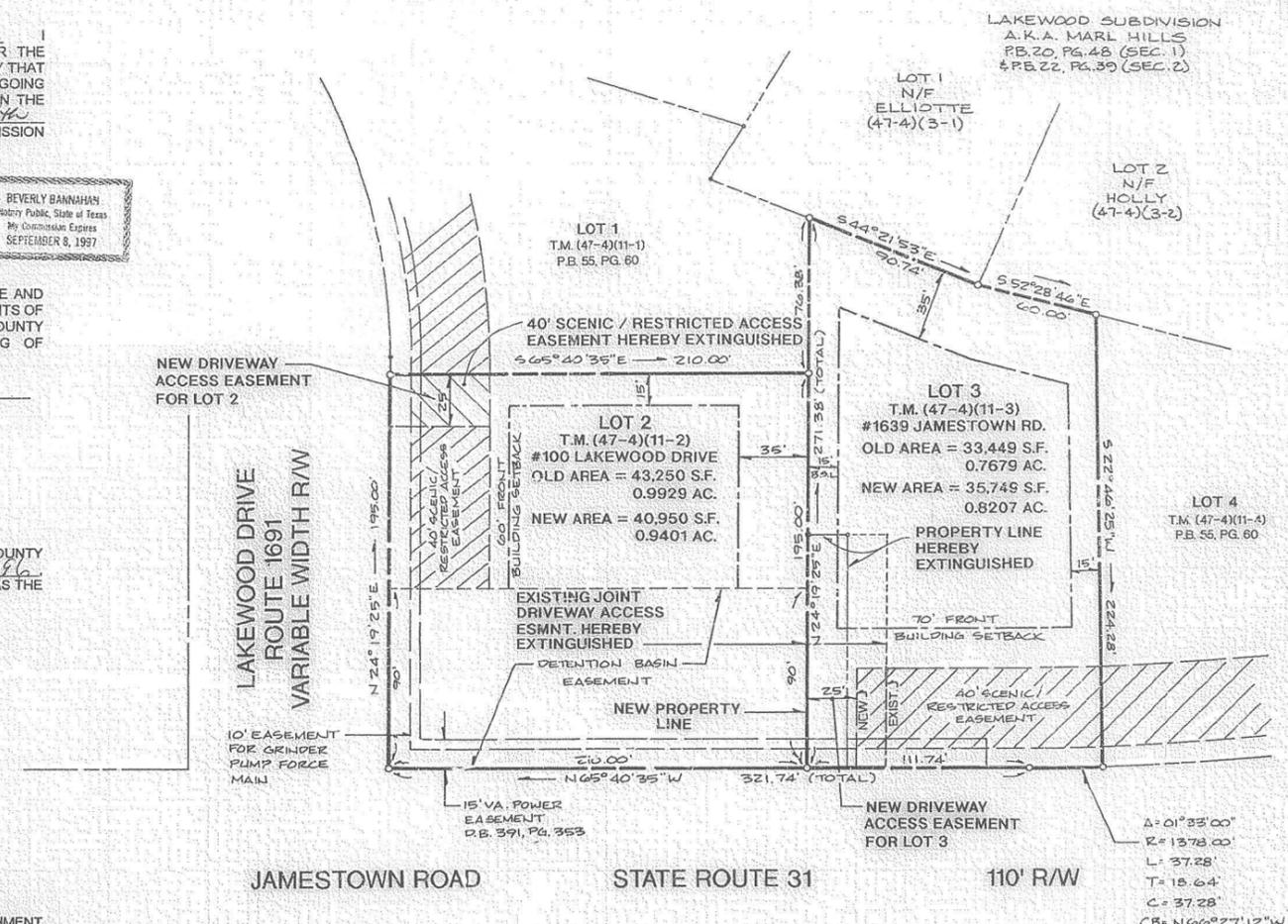
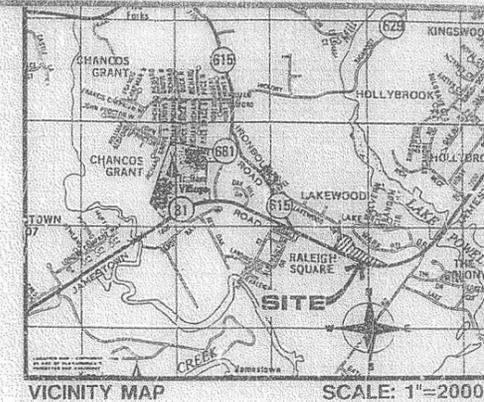
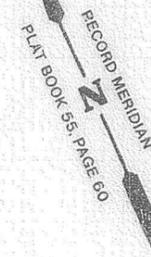
TESTE: *W. E. Howard* CLERK

PLAT BOOK: 64 PAGE: 23

CERTIFICATE OF APPROVAL

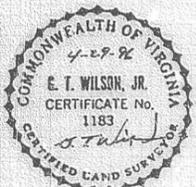
THIS BOUNDARY LINE ADJUSTMENT AND LOT LINE EXTINGUISHMENT IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

W. E. Howard 5/9/96
VIRGINIA DEPARTMENT OF TRANSPORTATION DATE
W. E. Howard 5/16/96
SUBDIVISION AGENT OF JAMES CITY COUNTY DATE



5248 Olde Towne Road, Suite 1
Williamsburg, Virginia 23188
(804) 253-0040
Fax (804) 220-8994

**PLAT SHOWING BOUNDARY LINE ADJUSTMENT
LOT LINE EXTINGUISHMENT AND
DRIVEWAY ACCESS ADJUSTMENT
LOTS 2 & 3, SUBDIVISION OF FIVE LOTS ON
JAMESTOWN ROAD
OWNED BY VENTURES INVESTMENTS, INC.
JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA**



DESIGNED	1-29-96
RECORDED	23 day of May 1996
D.B. No.	788 page 928
BY	<i>W. E. Howard</i>
NO. DATE	REVISION / COMMENT / NOTE

Designed	CMA	Drawn	CMA
Scale	1" = 50'	Date	4/29/96
Project No.	7612-2	Drawing No.	1 OF 1

CERTIFICATE OF SOURCE OF TITLE

TITLE TO THE LAND SHOWN HEREON IS VESTED IN VENTURE INVESTMENTS, INC. A VIRGINIA CORPORATION, BY DEED DATED MARCH 31, 1987, RECORDED IN D.B. 336, PAGE 796, ON APRIL 1, 1987 (SEE P.B. 45, PAGE 9) IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY, VIRGINIA.

OWNER'S CERTIFICATE

THE BOUNDARY LINE ADJUSTMENT AND LOT LINE EXTINGUISHMENT SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND OR TRUSTEES.

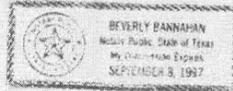
Kenneth H. Poe 5-7-96
FOR VENTURE INVESTMENT, INC. DATE

CERTIFICATE OF NOTARIZATION

STATE OF VIRGINIA TEXAS

CITY/COUNTY OF HARRIS
Beverly Bannahan A NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME, IN THE CITY/COUNTY AFORESAID. GIVEN UNDER MY NAME THIS 7th DAY OF May 1996. MY COMMISSION EXPIRES September 8, 1997.

Beverly Bannahan
SIGNATURE



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY.

G. T. Wilson, Jr. 4-28-96
G. T. WILSON, JR., C.L.S. DATE

CLERK'S CERTIFICATE
STATE OF VIRGINIA, COUNTY OF JAMES CITY

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF JAMES CITY THE _____ DAY OF _____ 19____ THIS MAP WAS PRESENTED AND ADMITTED TO THE RECORD AS THE LAW DIRECTS.

TESTE: _____, CLERK

PLAT BOOK: _____, PAGE: _____

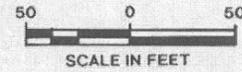
CERTIFICATE OF APPROVAL

THIS BOUNDARY LINE ADJUSTMENT AND LOT LINE EXTINGUISHMENT IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

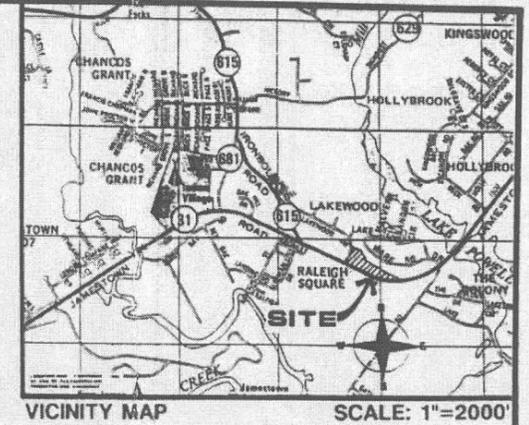
Deanna 5/9/96
VIRGINIA DEPARTMENT OF TRANSPORTATION DATE

Subdiv 5/16/96
SUBDIVISION AGENT OF JAMES CITY COUNTY DATE

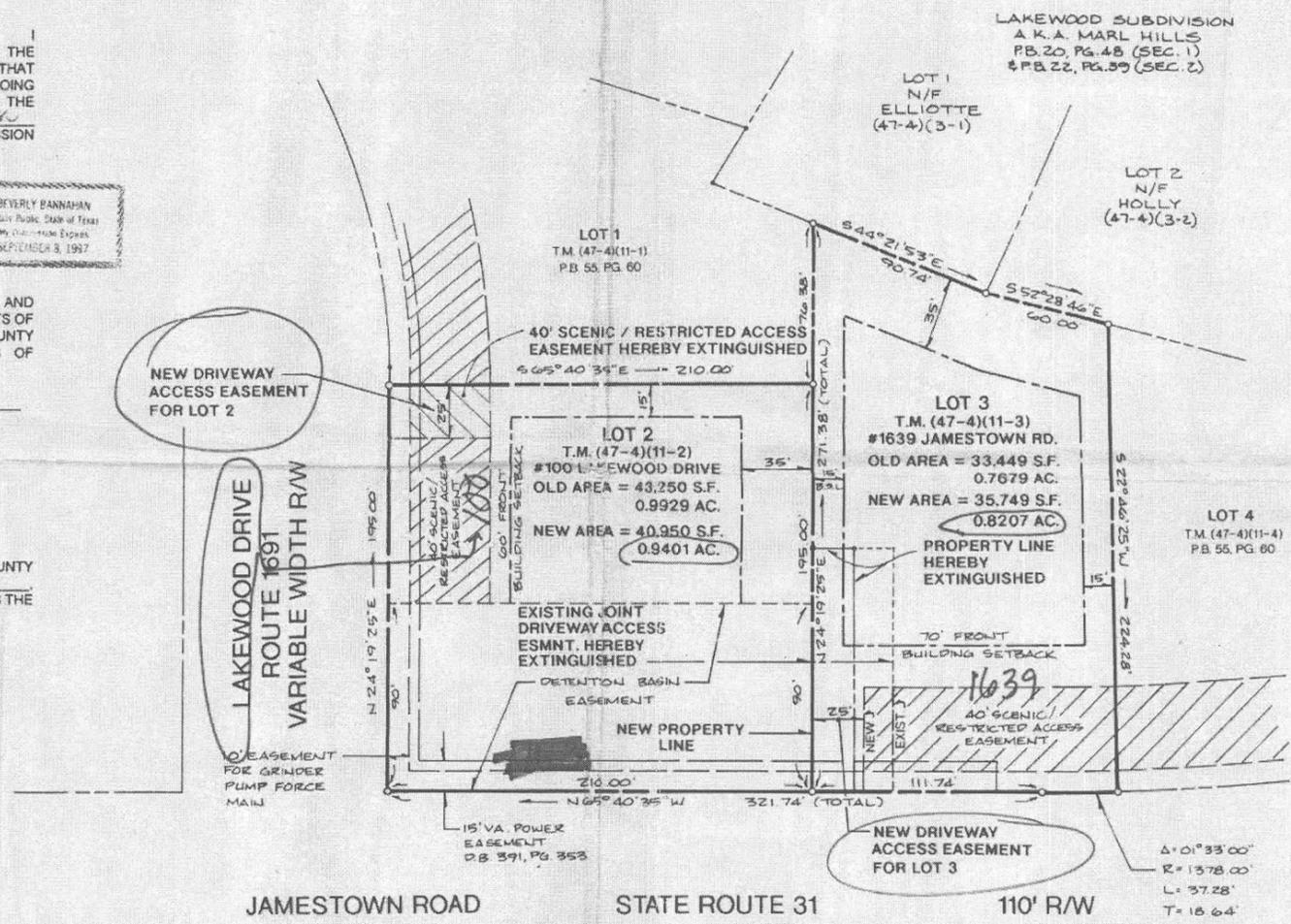
S-49-96



5/23/96
288 788/928
PB 6/4/23
RECORD MERIDIAN
PLAT BOOK 55, PAGE 60



6/4/23



LAKEWOOD SUBDIVISION
A.K.A. MARL HILLS
P.B. 20, PG. 48 (SEC. 1)
P.B. 22, PG. 39 (SEC. 2)

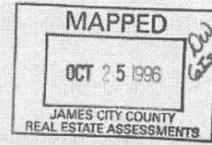
LOT 1
N/F
ELLIOTTE
(47-4)(3-1)

LOT 2
N/F
HOLLY
(47-4)(3-2)

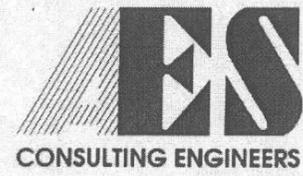
LOT 4
T.M. (47-4)(11-4)
P.B. 55, PG. 60

Δ = 101°33'00"
R = 1378.00'
L = 37.28'
T = 18.64'
C = 37.28'
CB = N66°27'12"W

(47-4)(11-0-000X-)

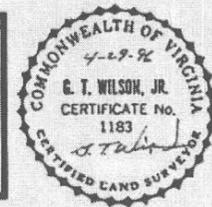


6/17/96
6/22/96



5248 Olde Towne Road, Suite 1
Williamsburg, Virginia 23188
(804) 253-0040
Fax (804) 220-8994

PLAT SHOWING BOUNDARY LINE ADJUSTMENT
LOT LINE EXTINGUISHMENT AND
DRIVEWAY ACCESS ADJUSTMENT
LOTS 2 & 3, SUBDIVISION OF FIVE LOTS ON
JAMESTOWN ROAD
OWNED BY VENTURES INVESTMENTS, INC.
JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA



No.	DATE	REVISION / COMMENT / NOTE	BY

Designed CMA	Drawn CMA
Scale 1" = 50'	Date 4/29/96
Project No. 7612-2	
Drawing No. 1 OF 1	

Recorded 3/31/92 DB 555/508 PB 55/60 55/60

OWNER'S CONSENT AND DEDICATION
 THIS SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

BY: Ronald L. Mensarling, President DATE _____
Venture Investments, Inc.

STATE OF VIRGINIA
 I, Don A. Rainey, A NOTARY PUBLIC, DO CERTIFY THAT THE PERSON WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.
 GIVEN UNDER MY HAND THIS 12 DAY OF MAY, 1991.
 MY COMMISSION EXPIRES 12/31/92 BY: Don A. Rainey

SUBDIVIDER'S STATEMENT
 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 JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.
 GIVEN UNDER MY HAND THIS 12 DAY OF MAY, 1991.
 BY: Don A. Rainey LS#1652

CLERK'S CERTIFICATE
 STATE OF VIRGINIA, COUNTY OF JAMES CITY

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF JAMES CITY THE DAY OF _____, 19____, THIS MAP WAS PRESENTED AND ADMITTED TO THE RECORD AS THE LAW DIRECTS.

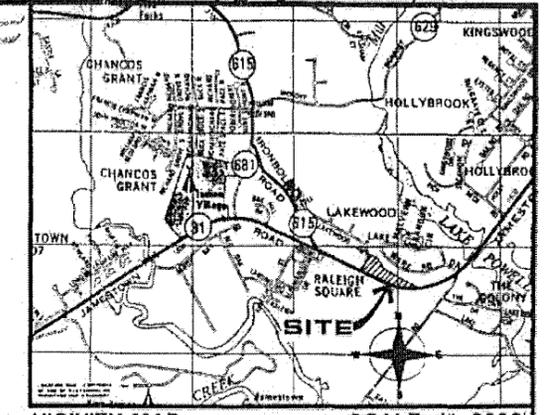
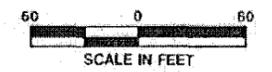
TESTE: _____, CLERK.
 PLAT BOOK: _____, PAGE: _____

CERTIFICATE OF APPROVAL
 THIS SUBDIVISION, KNOWN AS FIVE LOTS ON JAMESTOWN ROAD IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE GRANTED TO RECORD.
 DATE 3/27/92 Clifford White HIGHWAY ENGINEER
 DATE 3/27/92 William G. ... HEALTH OFFICER
 DATE 3/27/92 ... AGENT OF CONVEYING BODY

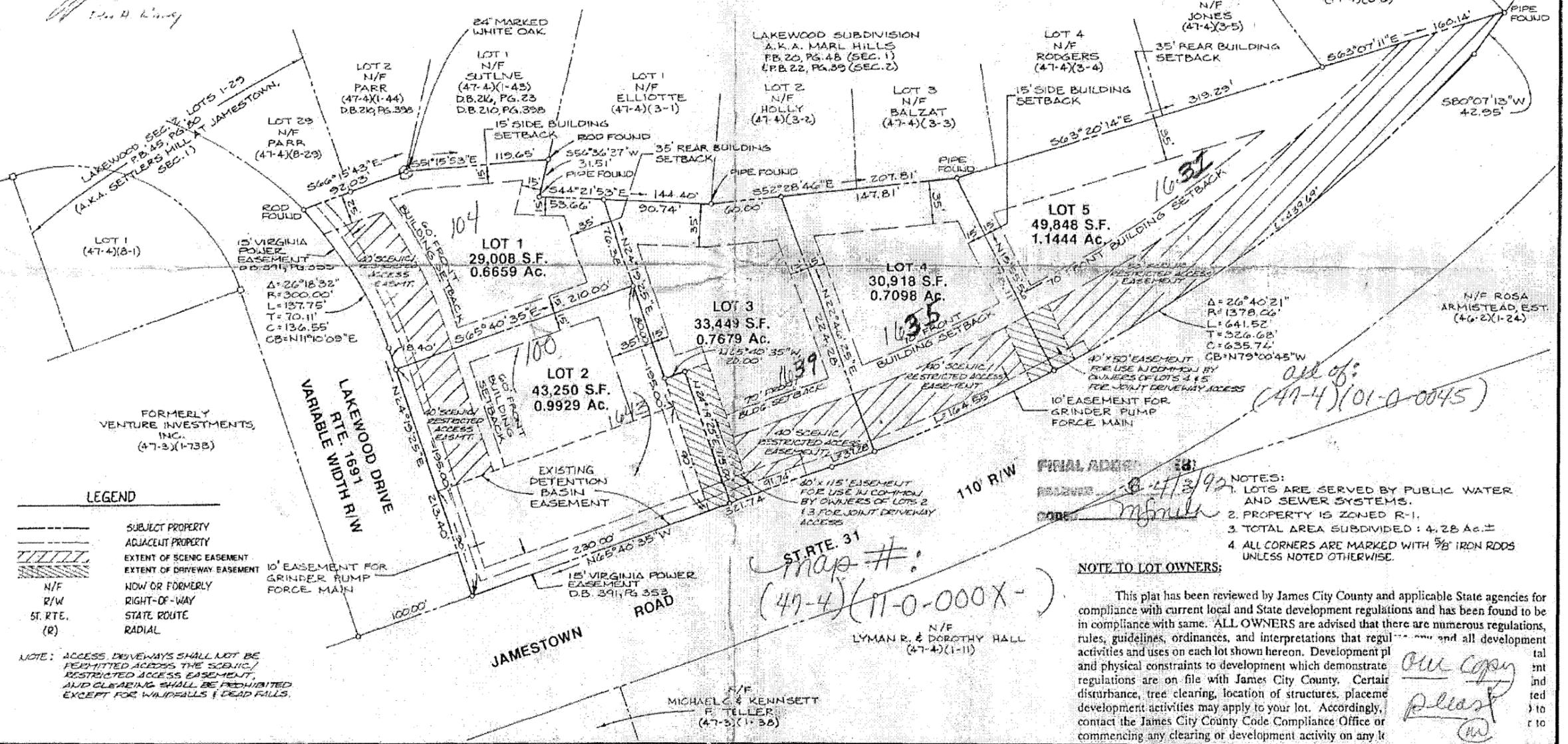
SOURCE OF TITLE
 TITLE TO THE LAND SHOWN HEREON IS VESTED IN VENTURE INVESTMENTS, INC., A VIRGINIA CORPORATION, BY DEED DATED MARCH 31, 1987, RECORDED IN DB 336, AT PAGE 796 ON APRIL 1, 1987 (SEE PB 45, PAGE 9) IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY, VIRGINIA.

AREA TABULATION

LOT NO.	S.F.	ACRES	% OF TOTAL
1	29,008	0.6659	16%
2	43,250	0.9929	23%
3	33,449	0.7679	18%
4	30,918	0.7098	17%
5	49,848	1.1444	26%
TOTAL	186,473	4.2809	100%



NOTE TO LOT OWNER(S):
 LOT OWNERS ARE HEREBY ADVISED TO OBTAIN AND REVIEW THE DEVELOPMENT PLAN (SHEETS 1, 2 & 3 OF 3) DATED MAY 15, 1991 FOR THIS SUBDIVISION. SPECIFIC CONDITIONS, RESTRICTIONS AND REQUIREMENTS WHICH EFFECT THE USE OF EACH LOT ARE RECITED THEREON.



PLAT OF FIVE LOTS ON JAMESTOWN ROAD OWNED BY: VENTURE INVESTMENTS, INC.
 JAMES CITY COUNTY, VIRGINIA

No.	DATE	REVISION / COMMENT / NOTE	BY

Designed DAR	Drawn EAW/DB
Scale 1"=60'	Date MAY 15, 1991
Project No. 90141	Drawing No. PLAT

Easement first mentioned 4/1987

PB 45 PG 9
45 45 9

OWNER'S CONSENT & DEDICATION

THIS SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

TITLE TO THE LAND SHOWN HEREON IS VESTED IN MECCA DEVELOPMENT CORPORATION BY DEED DATED APRIL 9TH, 1986, RECORDED IN DB 301, AT PAGE 35 ON MAY 2, 1986 (SEE P. 42, PAGE 54.)

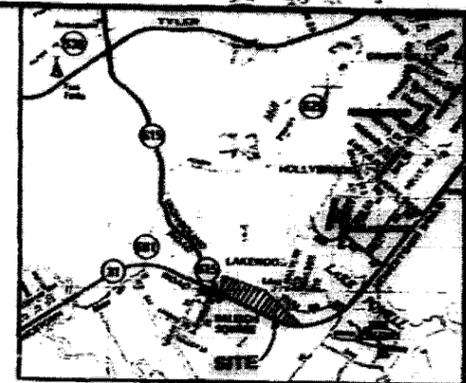
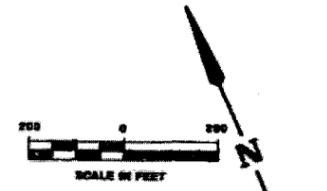
BY: [Signature] PRESIDENT

ENGINEER'S & SURVEYOR'S STATEMENT

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

GIVEN UNDER MY HAND THIS 20th DAY OF February, 1987.

BY: [Signature]
PAUL C. SHALL, P.E., C.L.S.



STATE OF VIRGINIA

I, Delores Hare, a NOTARY PUBLIC DO CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.

GIVEN UNDER MY HAND THIS 25th DAY OF March, 1987.

MY COMMISSION EXPIRES 2/1/88 Robert F. C.

GENERAL NOTES:

- SITE IS A PORTION OF JCC TAX PARCEL (46-2)(1-24).
- THIS IS A SUBDIVISION OF A PORTION OF THE PROPERTY CONVEYED TO MECCA DEVELOPMENT CORP. AS SHOWN ON A PLAT TITLED "PLAT FOR CONVEYANCE OF 27.84 ACRES FROM ROBERT T. ARMISTEAD, ET ALS TO MECCA DEVELOPMENT CORPORATION."

AREA TABULATION

SP	ACRES
PARCEL I	628,022 14.4174
PARCEL II	317,479 7.2883
PARCEL III	186,475 4.2809
20' R/W DEDICATION	21,574 0.4953
TOTAL AREA SUBDIVIDED	1,153,550 26.4819

CLERK'S CERTIFICATE

STATE OF VIRGINIA, COUNTY OF JAMES CITY

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF JAMES CITY THE 15th DAY OF April, 1987, THIS MAP WAS PRESENTED AND ADMITTED TO THE RECORD AS THE LAW DIRECTS.

TESTE: [Signature] CLERK.

FLAT BOOK: 45, PAGE: 9.

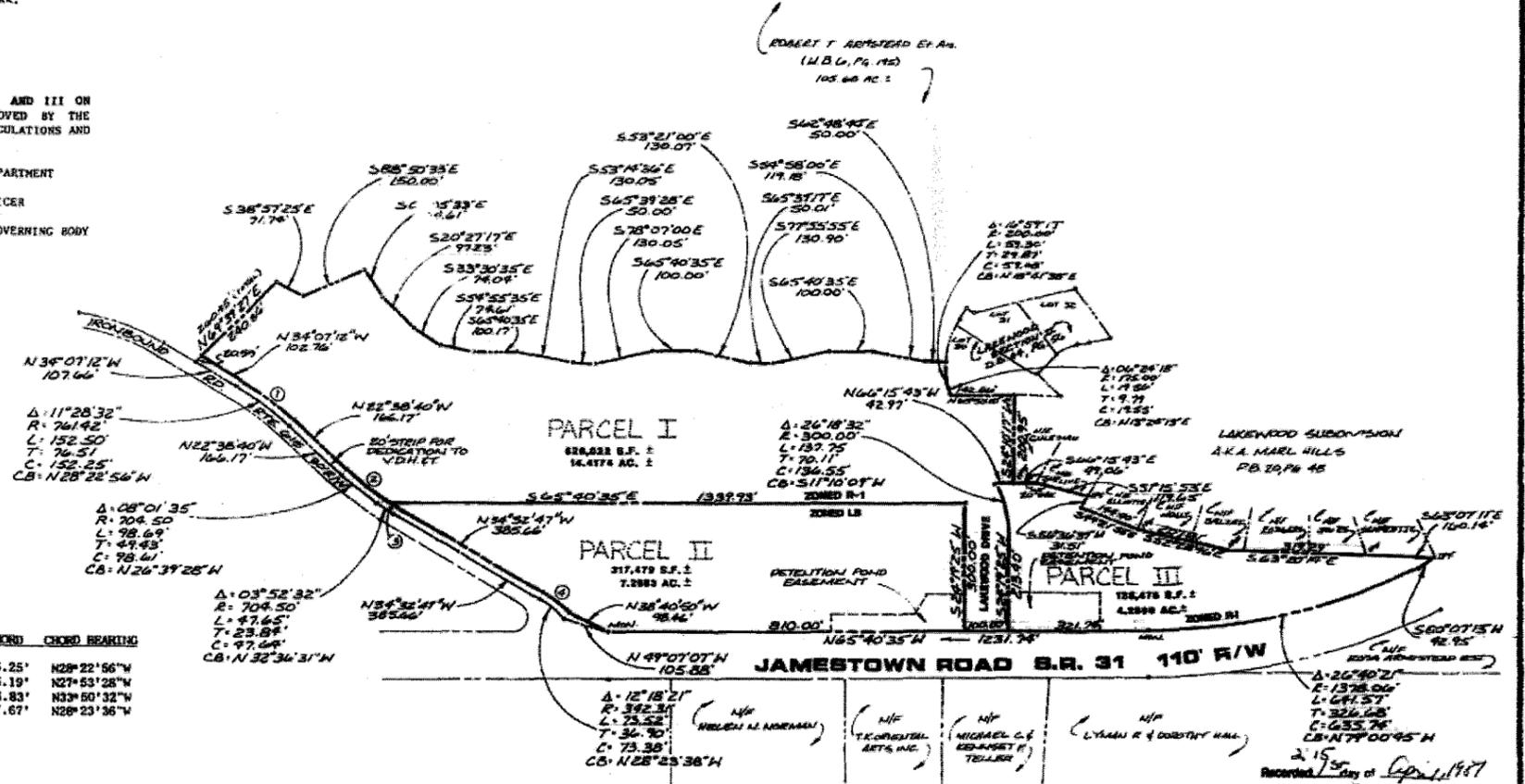
CERTIFICATE OF APPROVAL

THIS SUBDIVISION KNOWN AS: PLAT OF PARCELS I, II, AND III ON PROPERTY OF MECCA DEVELOPMENT CORPORATION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD.

DATE 2-20-87 [Signature] HIGHWAY DEPARTMENT

DATE 2-20-87 [Signature] HEALTH OFFICER

DATE 3/23/87 [Signature] AGENT OF GOVERNING BODY



CURVE TABLE

LOT NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
1	11°28'32"	781.42'	156.51'	78.62'	156.25'	N28°22'56"W
2	10°29'36"	684.50'	125.36'	82.86'	125.19'	N27°53'28"W
3	01°24'31"	684.50'	16.83'	8.42'	16.83'	N33°50'32"W
4	12°18'21"	362.31'	77.82'	39.06'	77.67'	N28°23'36"W



AES, a professional corporation
1761 Jamestown Road, Williamsburg, Va. 23185
804-253-0040
Engineering, Planning, Surveying

PLAT OF
PARCELS I, II & III
PROPERTY OF
MECCA DEVELOPMENT CORPORATION
JAMES CITY COUNTY VIRGINIA



NO.	DATE	REVISION / COMMENT / NOTE	BY
1		ADDED 20' R/W DEDICATION	

Designed by: []
Drawn by: []
Checked by: []
Project No. 8240
Drawing No. []
PLAT

Prior to the easement creation

PB42 PG 54

OWNER'S CONSENT & DEDICATION

THIS SUBDIVISION IS WITH THE FREY CONSENT AND IN ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

TITLE TO THE LAND SHOWN HEREON IS VESTED IN ROBERT T. ARMISTEAD, ET ALS BY WILL DATED SEPT 20, 1953 RECORDED IN HB 6 AT PAGE 195 BY Paul C. Small Surveyor of James City County

BY Paul C. Small Surveyor

STATE OF VIRGINIA, City of Williamsburg

I, Sue J. Clayton, A NOTARY PUBLIC DO CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.

GIVEN UNDER MY HAND THIS 10th DAY OF April, 1986

MY COMMISSION EXPIRES Sue J. Clayton Notary Public May 9, 1989

STATE OF VIRGINIA, COUNTY OF JAMES CITY:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF JAMES CITY THE 3rd DAY OF May, 1986, THIS MAP WAS PRESENTED AND ADMITTED TO THE RECORD AS THE LAW DIRECTS.

TESTE: Delores Sward ERK

PLAT BOOK 42, PAGE 54

CERTIFICATE OF APPROVAL

THIS SUBDIVISION KNOWN AS

IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD.

DATE 4/10/86 HIGHWAY ENGINEER N/A

DATE 4/10/86 HEALTH OFFICER N/A

DATE 4/10/86 AGENT OF GOVERNING BODY Delores Sward

ENGINEER'S & 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 JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.

GIVEN UNDER MY HAND THIS 11th DAY OF April, 1986

BY: Paul C. Small

REMAINING LAND OF ROBERT T. ARMISTEAD, et als 105.68 AC. ±

27.84 AC. ±

JAMESTOWN ROAD S.R. 31 110/RW

LAKE DRIVE S.R. 685 40' RW

WARE ROAD S.R. 685 40' RW

MIRL HILLS - SEC. 2 (AKA. LAKEWOOD)

Various bearings and distances are provided for all boundaries and easements.

Recorded 5/2/1986



AES, a professional corporation

1761 Jamestown Road, Williamsburg, Va. 23185

804-253-0040

Engineering, Planning, Surveying

PLAT FOR CONVEYANCE OF 27.84 AC. ±

FROM: ROBERT T. ARMISTEAD, ET ALS

TO: MECCA DEVELOPMENT CORPORATION

JAMES CITY COUNTY VIRGINIA



No.	DATE	REVISION / COMMENT / NOTE	BY
		recorded copy of 10/11/86	
		P. C. Small, Surveyor	
		Delores Sward, Clerk	

Designed	Drawn
Scale	Date
1"=200'	APR. 1986
Project No.	
6240	
Drawing No.	
PLAT	

POOR QUALITY

ORIGINAL(S) FOLLOW

**THIS IS THE BEST COPY
AVAILABLE**

***VCE
DOCUMENT
CONVERSION***

rpholland@cox.net

108 Waver Rd

Mr Robert Holland

Lakewood

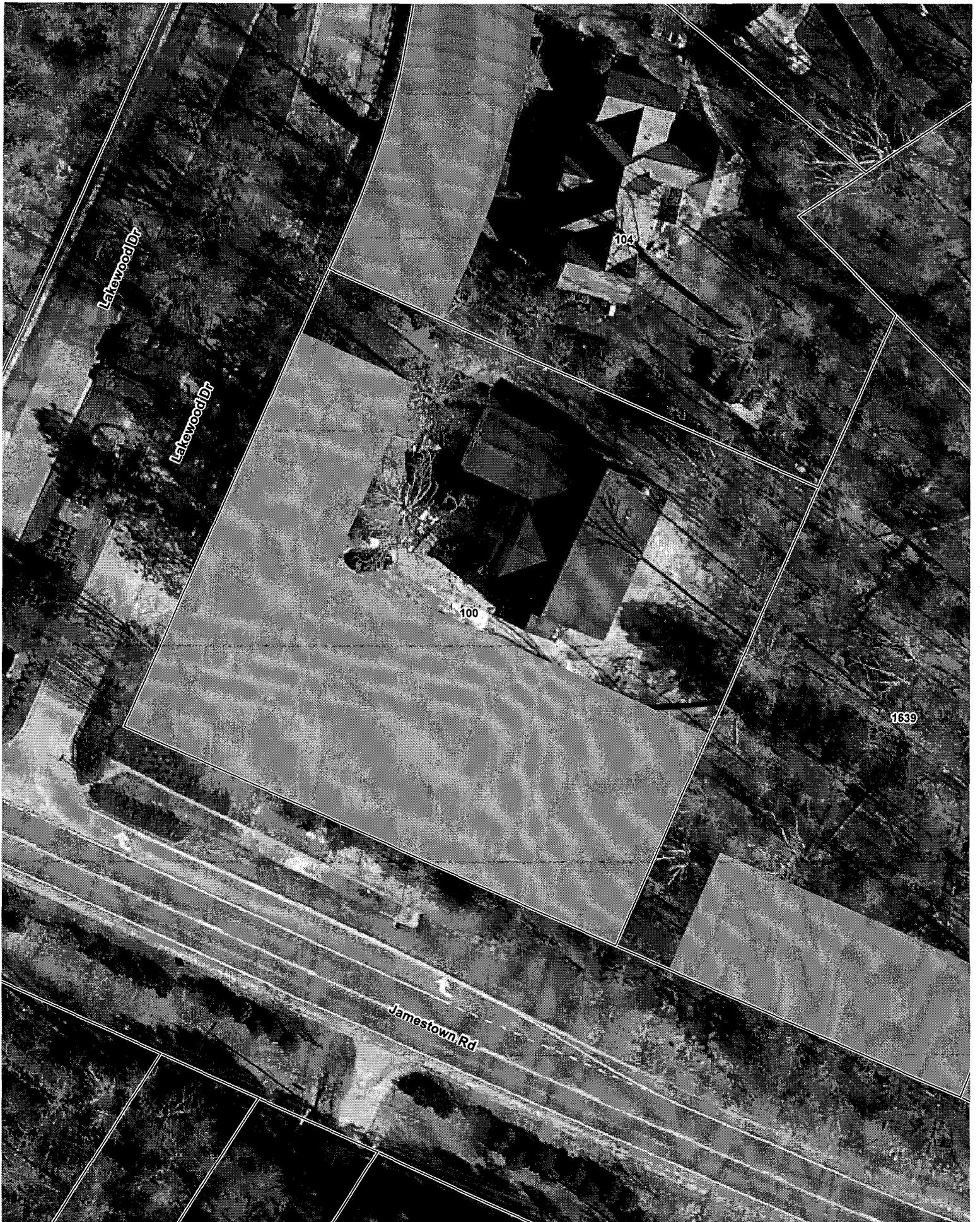
Neighborhood Assoc.

FROM NEIGHBORHOOD
CONNECTIONS



1996 Scenic easement
extinguished

New driveway easement



Lakewood Dr

Lakewood Dr

100

104

1639

Jamestown Rd