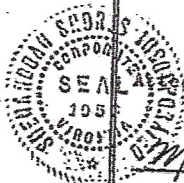


SHENANDOAH SHORES, INCORPORATED

BY Harvey Blumenthal
President



Witness:
Martin J. Kirsch
Secretary

State of Maryland
District of Columbia
County of Montgomery, to-wit:

I, John Rush, a Notary Public in and for the State and County aforesaid, do hereby certify that Harvey Blumenthal and Martin J. Kirsch, whose names are signed to the foregoing writing dated October 31st 1963, as President and Secretary, respectively, of Shenandoah Shores, Incorporated, have each this day personally appeared and acknowledged the same before me in the State and County aforesaid.

My commission expires on the 29th day of Feb, 1964.

Given under my hand and notarial seal this 31st day of October, 1963.



John Rush
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Warren County The foregoing writing, with certificate annexed, was presented and admitted to record this Oct. 31, 1963 at 2:20 o'clock P.M.
State Tax _____ County Tax _____ T. Fee _____ Rec. Fee 2.00 Plat 33.15
Jeste: John Updegraff Clerk

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Shenandoah Shores, Incorporated, a Virginia corporation, for the purpose of increasing the value and desirability of the herein-after mentioned subdivision, do hereby establish and create the following building and other restrictions and covenants which shall be binding upon the purchaser or purchasers of all lots therein, their successors and assigns, and shall have the effect of covenants running with the land and shall be binding on all parties and all persons claiming under them:

If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained it shall be lawful for any person or persons owning any real property situate in the said subdivision or development to prosecute at law or in equity against the person or persons so violating or attempting to violate any such covenant or covenants and either to prevent him or them from so doing or to recover damages for such violation.

No. 112
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Shores Prop

SEE DEED BOOK PAGE SEE DEED BOOK PAGE

It is the purpose specifically to refer to the restrictions and covenants herein contained in all deeds of conveyance of such lots and to incorporate the same therein, which restrictions and conditions are to cover all lots lying within the said subdivision delineated and set forth upon a plat and survey entitled Section IV, Shenandoah Shores, prepared by S. M. Boyd, Jr., C.L.S., dated October 19, 1963 and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Plat Book _____, at Page _____, reference to which plat is hereby made as follows, to-wit:

"SHENANDOAH SHORES"

Protective Covenants, Conditions, Reservations and Restrictions
(as amended July 1, 1962 and June 15, 1963)

The following covenants, conditions, reservations and restrictions are imposed upon any and all lots included in the subdivision known as "Shenandoah Shores", Warren County, Virginia, and shall be included, specifically or by reference, in all deeds conveying any of said lots, and shall run with the land and be binding upon present and future owners of all said lots.

1. Said land shall be used only for residential purposes, except where designated commercial. No activity may be conducted on said lot(s) or in any building thereon which may constitute or become an annoyance or nuisance or disturb the peace of the subdivision.
2. No property will be sold, conveyed, or leased to any person who has not made prior application for membership to, and been accepted by, the membership committee of the Shenandoah Shores Resort Club.
3. No business or occupation of any kind, other than the home practice of a physician, may at any time be carried on or permitted upon subject lot or lots, except by written consent of Shenandoah Shores, Inc., its successors or assigns.
4. No building or addition thereto, or any fence or other structure, shall be erected without the written approval of Shenandoah Shores, Inc., its successors or assigns, and such building or addition shall be constructed in accordance with the Building Code of Warren County, Virginia and completed within a reasonable time. Shenandoah Shores, Inc., in addition to its other rights hereunder shall have the right to remove, complete or destroy any building or structure erected in violation of this covenant and offender will pay costs incurred.
5. No temporary structure, such as a tent, trailer or prefabricated cabin, shall be placed upon any part of the property without the written consent of Shenandoah Shores, Inc., its successors or assigns.

6. No sewage or refuse shall be emptied into the Shenandoah River bounding said premises or any lands adjacent thereto, or into any cove or inlet, stream or waterway connected therewith; and any sewage disposal or water supply system installed by property owners shall be of a type approved or recommended by State or Local departments of Health. All bathroom and toilet facilities shall be incorporated within the main structure on each lot.

7. No dwelling, including porches or bay windows attached thereto, shall be built within thirty-five (35) feet of the front line of any lot nor within fifteen (15) feet of the outside lines of corner lots nor within ten (10) feet of side lines of an abutting lot in said subdivision, except that set-back lines for water front lots will be established on the Plat of Shenandoah Shores. In cases of single ownership of more than one lot these restrictions shall apply to the parcel owned as a whole.

8. Any permanent structure placed upon a lot must contain a minimum floor area per floor of five hundred sixty (560) square feet exclusive of porches, patios or carports, and any said structure facing a street must be at least twenty (20) feet wide.

9. No more than one building may be placed on any one lot, except on lots designated for multiple units, which designation shall appear in the sales contract and deed of conveyance.

10. Any garages, carports or carshelters constructed on said lot(s) shall be attached to and be a part of the main structure and constructed with or after the main structure is completed.

11. Open fires are prohibited on any part of the property. Outdoor fireplaces, grills and all chimneys must be provided with fire screens of sufficient design to prevent scattering of sparks or burning embers.

12. Trees and topography shall remain uncut and undisturbed. Excavation or removal of sand and earth and cutting or trimming of trees shall be allowed for beautification or construction purposes only with prior written consent of Shenandoah Shores.

13. No fence, sign, billboard or advertising matter of any kind whatsoever may be placed on said premises without the prior written consent of Shenandoah Shores, Inc., its

successors or assigns.

14. No untended boats shall be anchored off shore in the Shenandoah River. When not in use, boats shall be pulled on the bank or moored as closely adjacent to the bank as safety allows, in order that navigation will not be impeded. It is specifically understood that the use of the Shenandoah River for boating, fishing, swimming and anchorage is to be at the person's own risk and Shenandoah Shores, Inc., its successors or assigns shall not be liable for damages or injury resulting.
15. Each property owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish, and at all times maintain said property in a neat and sanitary condition.
16. Firing of rifles, guns or weapons of any kind is prohibited everywhere in Shenandoah Shores except in areas specifically reserved for said use and during hunting season under the supervision of the club warden.
17. In the event that water should be made available from a central system, a tap-on charge and a use charge may be made to users thereof.
18. An easement over the five (5) feet width adjoining the front, side or rear lines of any lot is specifically reserved by Shenandoah Shores, Inc., its successors or assigns, to go upon vacant lots, cut grass and weeds or plant flowers and shrubbery.
19. The said lot or lots shall be subject to an annual charge of Twenty-Five Dollars (\$25.00) per family to be applied as dues in the Shenandoah Shores Resort Club, and to a charge of Ten Dollars (\$10.00) per lot for the construction, repair and maintenance of roads. Both charges shall be payable on the first day of February of each year hereafter to Shenandoah Shores, Inc., its successors or assigns. It is expressly agreed that said charges shall constitute a lien on subject lot or lots and the owner or owners from the time of acquiring title thereto shall be held to have covenanted and agreed to pay Shenandoah Shores, Inc., its successors or assigns, all charges provided for in this paragraph. This is an integral part of this agreement.
20. The provisions herein contained shall run with and bind the land and inure to the benefit of and be enforceable by Shenandoah Shores, Inc., its successors or assigns and the failure of Shenandoah Shores, Inc. to enforce any covenants, conditions, reservations or restrictions contained herein shall not be deemed a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto. The declared invalidity of any one or more of the provisions herein shall not effect the validity of the others.

21. All of the aforesaid covenants, conditions, reservations or restrictions shall remain in force until July 1, 1972 and shall be renewed thereafter automatically for additional successive ten year periods, unless the owners of a majority of the subdivided lots in the Shenandoah Shores Subdivision shall, at least six months prior to any such renewal date, agree in writing to a change in, or an abrogation of any of the above covenants, conditions, reservations or restrictions and record such amendments among the land records of Warren County, Virginia.

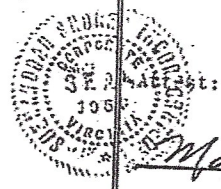
The covenants and restrictions as hereinabove set forth shall apply as well to Section III of Shenandoah Shores, Inc. and are intended to amend the Deed of Restrictions dated February 7, 1961 and of record in the Clerk's Office of the Circuit Court of Warren County in Deed Book 117 at Page 59, Shenandoah Shores being the owner of a majority of the lots in said Sections III and IV.

The invalidation of any of the within covenants and restrictions by judgment or court order or decision shall in no wise effect any of the other or remaining provisions, covenants and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF the said Shenandoah Shores, Incorporated has caused these presents to be signed by and on its corporate behalf by Harvey Blumenthal, its President, and attested by Martin Kirsch, its Secretary, this 31st day of October, 1963.

SHENANDOAH SHORES, INCORPORATED

BY Harvey Blumenthal
President



Martin J. Kirsch
Secretary

~~State of Maryland~~
~~County of Montgomery, to-wit:~~

I, Stella Russ, a Notary Public in and for the State and County aforesaid, do hereby certify that Harvey Blumenthal and Martin J. Kirsch, whose names are signed to the foregoing writing dated October 31st, 1963, as President and Secretary, respectively, of Shenandoah Shores,

Incorporated, have each this day personally appeared and acknowledged the same before me in the State and County aforesaid.

My commission expires on the 29th day of Feb

1964

Given under my hand and notarial seal this 31st day of October, 1963.



John Rusk
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Warren County The foregoing writing, with certificate annexed, was presented and admitted to record this Oct 31 1963 at 2:25 o'clock P.M.

State Tax _____ County Tax _____ T. Fee _____ Rec. Fee _____ Plat _____
Teste: _____ Clerk

2. 13

This Deed of Trust

made this 31st day of October, 1963, between Nellie M. Eshelman, Widow, 1963, between

2. 1963
e Page

The obligations security of the second part; Witnesseth: That in consideration of the sum of \$10.00 cash in hand paid, the receipt of which is hereby acknowledged, the said party of the first part do bargain, sell, grant and convey with General Warranty of Title

his 2nd day of September, 1963, the said Trustee the following described property, to wit:

All of that certain tract or parcel of real estate, improved by a dwelling house in the course of construction thereon, lying and being situate in the Fork Magisterial District of Warren County, Virginia, approximately 3 1/2 miles west of Front Royal, Warren County, Virginia, on the south side of State Highway No. 619, and being partially described by the plat and survey made by Richard U. Goode, C. L. S., dated October 18, 1946, and of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Plat Book 2, at Page 28, and the said tract or parcel of land being further described, as follows: BEGINNING at a point at the intersection of the center lines of State Highways Nos. 619 and 618, and thence with the center of State Highway No. 619, N 51 1/2° E 489 feet to a point in the center of State Highway No. 619, opposite a stake, corner to Wayne Eshelman, thence with Wayne Eshelman S 71 1/2° E 293 feet, more or less, to a stake in the line of Arthur L. Burke, thence with Arthur L. Burke, S 54 1/2° W 525 feet, more or less, to a point in the center of State Highway No. 618, thence with the center of State Highway No. 618, N 26 1/2° W 266 feet to the point of BEGINNING, and being the identical land conveyed to the said party of the first part by John W. Snider, et ux., by deed dated the 16th day of September, 1963, and of record in the said Clerk's Office in Deed Book 130, at Page 329.

I certify that the 29th day of Feb 1964
e Page 130 & 81

Reference is hereby expressly made to the above-mentioned plat and deed for a more particular description of the property hereby conveyed, and for a further derivation of title thereto.

In trust, Nevertheless to secure the payment of the following described obligations, to wit:

A certain negotiable, promissory note, of even date herewith, for the sum of SEVEN THOUSAND DOLLARS (\$7,000.00), executed by the said Nellie M. Eshelman, and being payable to the order of Bank of Warren, at its banking house in the Town of Front Royal, Warren County, Virginia, six (6) months after date, and containing waiver of Homestead Exemption; and also IN TRUST to secure the payment of any renewal or renewals of the said note, in whole or in part, until the debt herein secured is paid in full.

Now, if default be made in the payment of the obligations herein secured, or any one of them, or if the installments of principal and of interest be not paid as hereinbefore specified (in which latter event the principal obligations aforesaid, at the option of any holder thereof, may become due and the trust enforceable) then it shall become the duty of the said Trustee, upon being requested so to do by any holder of any of the obligations herein secured, to make sale of the property herein described, at