

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 hereinafter 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.

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 three - Plat - Shenandoah Shores, Incorporated," prepared by S. M. Boyd, Jr., C. L. S., dated September 17, 1960, revised January 31, 1960, and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Plat Book /, at Page 206, reference to which plat is hereby made as follows to-wit:

1. The Subject lot or lots shall be used only for the purpose of family residence and appropriate uses accessory thereto. No building shall be erected thereon except a dwelling house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence.

No more than one dwelling shall be placed on one lot except on lots designated for multiple units, which designations shall appear in the sale contract and deed of conveyance.

2. No building or addition thereto, or any fence or other structure shall be erected without the written approval of Seller, its successors or assigns, and such building or addition shall be constructed in accordance with the plans and specifications submitted to SELLER, its successors or assigns, and in accordance with the building code of Warren County, Virginia. Unless otherwise authorized, the first floor level of all dwellings on waterfront lots shall be not less than three feet above ground.

No: 37
Mld. 3-29-61
Shen. Shore:
Room 720
919 18th St
Washington (

SEE DEED BOOK PAGE
SEE DEED BOOK PAGE

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 in those areas which may be designated for such use on the subdivision Plat of Shenandoah Shores.

4. No tent, trailer, garage, basement or temporary building shall be used for temporary or permanent living quarters on subject lot or lots.

5. No sewerage 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 sewerage disposal or water supply system shall be of a type approved or recommended by State or Local Departments of Health.

6. 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.

7. No untended boats shall be anchored off shore in the Shenandoah River. When not in use, boats shall be pulled up on the bank or moored as closely adjacent to the bank as safety allows, in order that navigation will not be impeded. It is distinctly understood that the use of the Shenandoah River for boating, fishing, swimming and anchorage is to be at the person's own risk and SELLER shall not be liable for damages or injury resulting.

8. An easement over the five (5) feet width adjoining the front, side or rear lines of any lot is specifically reserved for public utility and drainage purposes and the right is reserved by SELLER, its successors or assigns, to go upon vacant lots, cut grass and weeds or plant flowers and shrubbery.

9. The subject 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 Club, and to a charge of Ten Dollars (\$10.00) per lot for the maintenance of roads. Both charges shall be payable on the first day of February each year hereafter to Seller, 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 SELLER, its successors or assigns, all charges provided for in this paragraph.

10. The foregoing covenants may be amended from time to time by written instrument executed by the owners of a majority of the lots in the aforesaid subdivision and recorded among the Land Records of Warren County, Virginia.

The invalidation of any of the within covenants and restrictions by judgment or court order or decision shall in no wise affect 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 Maurice Levy-Hawes, its President and attested by George C. Pendleton, its Secretary, this 7th day of February, 1961.

SHENANDOAH SHORES, INCORPORATED
By Maurice Levy-Hawes
President

Attest:
George C. Pendleton
Secretary

DISTRICT OF COLUMBIA }
City of Washington } SS

I, Carla Smith, a Notary Public in and for the City of Washington, in the District of Columbia, do hereby certify that Maurice Levy-Hawes and George C. Pendleton, whose names are signed to the foregoing writing, dated February 7th, 1961, as President and Secretary, respectively, of Shenandoah Shores, Incorporated, have each this day personally appeared and acknowledged the same before me in the City of Washington, District of Columbia.

My commission expires on the 1st day of May, 1963.
Given under my hand and NOTARIAL SEAL this 7th day of February, 1961.

Carla Smith
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 March 9, 1961, at 4:55 o'clock P.M.
State Tax _____ County Tax _____ T. Fee _____ Rec. Fee 4.50 Pict. _____
Teste: J. W. Spidley Clerk

FOR PLAT

PLAT BOOK 1 PAGE 220

No. 471
May 9, 1967
M.H. Hester
1925 Summit Avenue
Baltimore, Md. 21218

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Shenandoah Shores, Incorporated, a Virginia Corporation, being the owner and proprietor of a certain tract or parcel of land, lying, being and situate in the Shenandoah Magisterial District, (formerly the Front Royal District) of Warren County, Virginia, bounded on the north and west by the Shenandoah River and on the south and east by the remaining property of Shenandoah Shores, Incorporated, as shown by a plat and survey of said real estate dated September 17, 1960, revised January 31, 1961, entitled "Section Three, Shenandoah Shores", already of record and "Resubdivision, Part of Section Three, Shenandoah Shores, Warren County, Virginia, dated September, 1966, by Fowler, Jackson Assoc., Registered Land Surveyors, and Land Planners", the said plat and survey being hereto attached and made a part of this instrument of writing; and the undersigned corporation desiring to have said plat and survey recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia so that deeds may hereafter be executed with reference to and in accordance with the said plat and survey and subdivisions of said real estate shown thereon, does hereby adopt, ratify, approve and confirm said plat and survey as a true plat and survey of said real estate and the subdivisions shown thereon and does hereby announce the intention to hereafter make deeds to said real estate and in said deeds to refer to said plat and survey for the purpose of identifying the real estate intended by said deeds to be granted and conveyed.

The streets, roads and avenues shown on the said subdivision or parcel of real estate are hereby set apart and dedicated for public purposes so as to create a public right of way or passage over the same, and are free and clear of any and all liens and encumbrances.

All covenants and restrictions applying to Section Three, Shenandoah Shores, Incorporated, as amended July 1, 1962 and June 15, 1963, of record in the Clerk's Office of the said Court in Deed Book 131 at Page 21, remain in full force and effect, except that Paragraph 18 of said covenants shall be amended to read as follows:

18. An easement over the five (5) feet width adjoining the front side, or rear lines of any lot is specifically reserved for public utility and drainage purposes and the right is reserved by Shenandoah Shores, Inc., its successors or assigns, to go upon vacant lots, cut grass and weeds or plant flowers and shrubbery.

SEE *Shenandoah Shores, Inc.*
DEED BOOK 152
PAGE 223
SEE *Shenandoah Shores, Inc.*
DEED BOOK 152
PAGE 223

The following lots in Section Three remain unchanged, to which the original plat dated September 17, 1960 and revised January 31, 1961, entitled "Section Three, Shenandoah Shores" prepared by S.M. Boyd, Jr., CLS, of record in the Clerk's Office of the said Court in Plat Book 1 at Page 206 should be consulted for reference: Lots 531 through 542, Lot 544, Lots 549 through 556, Lots 557 and 557A, Lot 558, Lot 577A and Lots 578 through 582; the following lots in Section Three, already conveyed by Shenandoah Shores, Inc. and shown on the plat being herein dedicated, remain unchanged both as to position and dimensions: Lot 404, Lot 406, Lot 448, Lot 458, Lot 459, Lot 479, Lot 480, Lot 485, Lot 486, Lot 498, Lot 504, Lot 509, Lot 524, Lot 526 and Lot 528.

The following lot owners, or grantees of Shenandoah Shores, Incorporated, do hereby enter into this dedication of the Resubdivision of Section Three of Shenandoah Shores and do signify their intention to so participate in this revision by affixing their signatures hereto:

Robert J. Soogs, owner of Lots 400 and 402, John J. Virts and Thelma V. Virts, his wife, owners of Lot 424, J. Roger Ellison and Nancy J. Ellison, his wife, owners of Lot 437, Edward C. McMahan and Josephine A. McMahan, his wife, owners of Lot 460, John R. Schmertz, Jr. owner of Lot 478, Clifford A. Taylor, Robert A. Taylor and Lloyd S. Taylor, owners of Lot 488, Robert J. Singleton and June D. Singleton, his wife, owners of Lot 503 and George E. Evans, and Mary M. Evans, his wife, owners of Lot 520;

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 Jane R. Jaillet, its assistant secretary, and further, the above named lot owners have hereunto affixed their signatures and seals this 9th day of March, 1967.

SHENANDOAH SHORES, INCORPORATED

BY

Harvey Blumenthal

President

ATTEST:

Jane R. Jaillet
Asst. Secretary

Robert J. Boggs (SEAL)
Robert J. Boggs

Elsie V. Boggs (SEAL)
Wife

John J. Virts (SEAL)
John J. Virts

Thelma V. Virts (SEAL)
Thelma V. Virts

J. Roger Ellison (SEAL)
J. Roger Ellison

Nancy J. Ellison (SEAL)
Nancy J. Ellison

Edward C. McMahan (SEAL)
Edward C. McMahan

Josephine A. McMahan (SEAL)
Josephine A. McMahan

John R. Schertz, Jr. (SEAL)
John R. Schertz, Jr.

May M. Schertz (SEAL)
Wife

Clifford A. Taylor (SEAL)
Clifford A. Taylor

Ruth E. Taylor (SEAL)
Wife

Robert A. Taylor (SEAL)
Robert A. Taylor

Shuly A. Taylor (SEAL)
Wife

Floyd B. Taylor (SEAL)
Lloyd B. Taylor

Lena P. Taylor (SEAL)
Wife

Robert J. Singleton (SEAL) ✓
Robert J. Singleton

June D. Singleton (SEAL) ✓
June D. Singleton

George E. Evans (SEAL) ✓
George E. Evans

Mary M. Evans (SEAL) ✓
Mary M. Evans

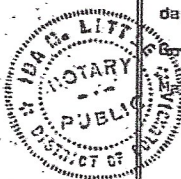
District of Columbia
STATE OF MARYLAND

County of Montgomery, to-wit:

I, Ida M. Little, a Notary Public in and for the District of Columbia State and County aforesaid, do hereby certify that Harvey Blumenthal and Jane R. Jaillet, whose names are signed to the foregoing writing dated March 9, 1967, as President and Assistant Secretary respectively of Shenandoah Shores, Incorporated, have each personally this day appeared and acknowledged the same before me in my ^{jurisdiction} State and County aforesaid. Given under my hand and seal this 28th day of March, 1967.

My commission expires on April 30 1971.

Ida M. Little
Notary Public



STATE OF Virginia
County of Warren, to-wit:

I, Lillian T. Carter, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert J. Boggs and Ellis V. Boggs, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 11th day of March, 1967.

My commission expires on Oct. 3, 1967.

Lillian T. Carter
Notary Public

STATE OF Virginia

County of Warrent, to-wit:

I, Lillian T. Canty, a Notary Public in and for the State and County aforesaid, do hereby certify that John J. Virts and Thelma V. Virts, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 11th day of March, 1967.

My commission expires on Oct. 3, 1967

Lillian T. Canty
Notary Public

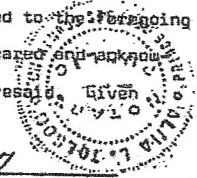
STATE OF Maryland

County of Prince Georges, to-wit:

I, Alvin L. Tolson, a Notary Public in and for the State and County aforesaid, do hereby certify that J. Roger Ellison and Nancy J. Ellison, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 13th day of March, 1967.

My commission expires on July 1-1967

Alvin L. Tolson
Notary Public



STATE OF Virginia

County of Warrent, to-wit:

I, Lillian T. Canty, a Notary Public in and for the State and County aforesaid, do hereby certify that Edward C. McMahan and Josephine A. McMahan, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 11th day of March, 1967.

My commission expires on October 3, 1967

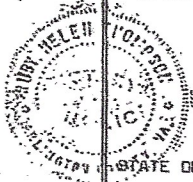
Lillian T. Canty
Notary Public

STATE OF Virginia
County of Carlinston, to-wit:

I, Ruby Helen Thompson, a Notary Public in and for the State and County aforesaid, do hereby certify that John R. Schmertz, Jr. and Mary M. Schmertz, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 15th day of March, 1967.

My commission expires on May 1969.

Ruby Helen Thompson
Notary Public



STATE OF Virginia
County of Warren, to-wit:

I, Lillian T. Eastep, a Notary Public in and for the State and County aforesaid, do hereby certify that Clifford A. Taylor and Ruth E. Taylor, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 11th day of March, 1967.

My commission expires on October 3, 1967.

Lillian T. Eastep
Notary Public

STATE OF Virginia
County of Warren, to-wit:

I, Lillian T. Eastep, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert A. Taylor and Shelby A. Taylor, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 11th day of March, 1967.

My commission expires on October 3, 1967.

Lillian T. Eastep
Notary Public

STATE OF Virginia

County of Torrefax, to-wit:

I, Catherine D. Newman, a Notary Public in and for the State and County aforesaid, do hereby certify that Lloyd S. Taylor and Leona P. Taylor, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 13th day of March, 1967.

My commission expires on April 31, 1967.

Catherine D. Newman
Notary Public

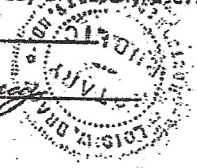
STATE OF Maryland

County of Wicomico, to-wit:

I, Jais W. Bragg, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert J. Singleton and June D. Singleton, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 14th day of March, 1967.

My commission expires on 7-1-67.

Jais W. Bragg
Notary Public



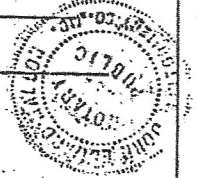
STATE OF MARYLAND

County of MONTGOMERY, to-wit:

I, John E. Mallon, a Notary Public in and for the State and County aforesaid, do hereby certify that George E. Evans and Mary M. Evans, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 14th day of March, 1967.

My commission expires on July 1, 1967.

John E. Mallon
Notary Public



And the following property owners, or grantees of Shenandoah Shores, Inc., although their lot boundaries remain unchanged by the revision of Section Three, hereby consent to said revision and join in this deed of dedication by affixing their signatures hereto: Mary M. Toothman, owner of Lot 404, Vallie T. Godsey, owner of Lot 406, Roger D. Oxley, owner of Lot 448, James A. Black and Paulette L. Black, his wife, owners of Lot 458, Kenneth J. Maher, owner of Lot 479, Harold H. Young, owner of Lot 480, Dawson J. Elliott and Nelda K. Elliott, his wife, owners of Lot 485, Thomas Buckley and Frances M. Buckley, his wife, owners of Lot 486, August C. Magnotta, owner of Lot 498, Guy M. Gilkeson, and Wrenn B. Gilkeson, his wife, owners of Lot 504, Rex E. Greaves and Grace L. Greaves, his wife, owners of Lot 509, Charles R. Cooper and Margaret M. Cooper, his wife, owners of Lot 524, Kenneth J. Chiavetta and Helen M. Chiavetta, his wife, owners of Lot 526, Frederick W. Borchert, Jr. and Lucille L. Borchert, his wife, owners of Lot 528;

And W. C. Armstrong and Duncan C. Gibb, Trustees under a payable to Citizens National Bank, Front Royal, Virginia certain deed of trust of record in the said Clerk's Office in Deed Book 130 at Page 36 from Thomas Buckley and Frances N. Buckley, his wife, for which the security is Lot 486 in Section Three of Shenandoah Shores, Inc. do hereby give their consent to this revision of Section Three by affixing their signatures hereto:

WITNESS the following signatures and seals:

Mary M. Toothman (SEAL)
Mary M. Toothman

Vallie T. Godsey (SEAL)
Vallie T. Godsey

Roger D. Oxley (SEAL)
Roger D. Oxley

Paulette L. Black (SEAL)
wife

James A. Black (SEAL)
James A. Black

Pauletta L. Black (SEAL)
Pauletta L. Black

Kenneth J. Maher (SEAL)
Kenneth J. Maher

Bette S. Maher (SEAL)
Wife

Dawson J. Elliott (SEAL)
Dawson J. Elliott

Nelda K. Elliott (SEAL)
Nelda K. Elliott

Thomas Buckley (SEAL)
Thomas Buckley

Frances M. Buckley (SEAL)
Frances M. Buckley

August C. Maggotta (SEAL)
August C. Maggotta

NONE (SEAL)
Wife

Guy M. Gilkeson (SEAL)
Guy M. Gilkeson

Wynn B. Gilkeson (SEAL)
Wynn B. Gilkeson

Rex E. Greaves (SEAL)
Rex E. Greaves

Grace L. Greaves (SEAL)
Grace L. Greaves

Charles R. Cooper (SEAL)
Charles R. Cooper

Margaret M. Cooper (SEAL)
Margaret M. Cooper

Kenneth J. Chiavetta (SEAL)
Kenneth J. Chiavetta

Helen M. Chiavetta (SEAL)
Helen M. Chiavetta

Frederick W. Borchert, Jr. (SEAL)
Frederick W. Borchert, Jr.

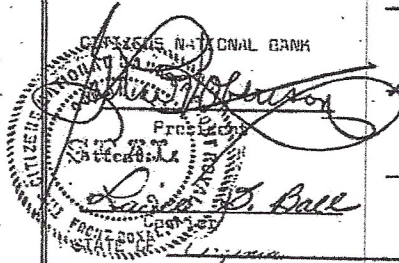
Lucille L. Borchert (SEAL)
Lucille L. Borchert

Harold H. Young (SEAL)
Harold H. Young

Mary W. Young (SEAL)
Wife

W. C. Armstrong, Jr. (SEAL)
W. C. Armstrong, Jr., Trustee

Duncan C. Gibb (SEAL)
Duncan C. Gibb, Trustee



County of Warren, To-wit:

I, Lillian T. Carter, a Notary Public in and for the State and County aforesaid, do hereby certify that Mary M. Toothman, whose name is signed to the foregoing deed dated March 9, 1967, has personally appeared and acknowledged the same before me and seal in my State and County aforesaid. Given under my hand, this 20th day of March, 1967.

My commission expires on October 3, 1967.

Lillian T. Carter
Notary Public

STATE OF Virginia

County of Warren, to-wit:

I, Lillian T. Carter, a Notary Public in and for the State and County aforesaid, do hereby certify that Vallie T.

Godsey, whose name is signed to the foregoing deed dated March 9, 1967 has personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 20th day of March, 1967.

My commission expires on October 3, 1967.

Lillian T. Canty
Notary Public

STATE OF MARYLAND

County of MONTGOMERY, to-wit:

I, John E. Mallon, a Notary Public in and for the State and County aforesaid, do hereby certify that Roger D. Oxley and Linda J. Oxley, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 21st day of March, 1967.

My commission expires on July 1, 1967

John E. Mallon
Notary Public



STATE OF Virginia

County of Warren, to-wit:

I, Lillian T. Canty, a Notary Public in and for the State and County aforesaid, do hereby certify that James A. Black and Paulette L. Black, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 20th day of March, 1967.

My commission expires on October 3, 1967

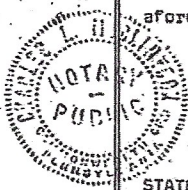
Lillian T. Canty
Notary Public

STATE OF Pennsylvania

County of Allegheny, to-wit:

I, Charles L. McClintock, a Notary Public in and for the State and County aforesaid, do hereby certify that Kenneth J.

Maher and Bette S. Maher, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 23rd day of March, 1967.



My commission expires on CHARLES L. MCINTOCK, NOTARY PUBLIC
HENRIC COUNTY, VIRGINIA
MY COMMISSION EXPIRES OCTOBER 2, 1968

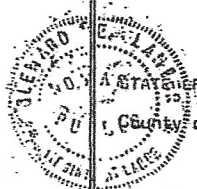
Charles L. McIntock
Notary Public

STATE OF Virginia
County of Warren, to-wit:

I, Lillian T. Carter, a Notary Public in and for the State and County aforesaid, do hereby certify that Dawson J. Elliott and Welda K. Elliott, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 24th day of March, 1967.

My commission expires on October 3, 1967.

Lillian T. Carter
Notary Public



STATE OF Virginia
County of Stafford, to-wit:

I, Gerald E. Lanier, a Notary Public in and for the State and County aforesaid, do hereby certify that Thomas Buckley and Frances M. Buckley, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 22nd day of March, 1967.

My commission expires on March 19, 1968.

Gerald E. Lanier
Notary Public

STATE OF Virginia
County of Warren, to-wit:

I, Lillian T. Carter, a Notary Public in and for the State and County aforesaid, do hereby certify that August C.

Magnotta, and , his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 20th day of March, 1967.

My commission expires on October 3, 1967.

William T. Canty
Notary Public

STATE OF Virginia

County of Warren, to-wit:

I, William T. Canty, a Notary Public in and for the State and County aforesaid, do hereby certify that Guy M. Gilkeson and Wrenn B. Gilkeson, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 20th day of March, 1967.

My commission expires on October 3, 1967.

William T. Canty
Notary Public

STATE OF Va

County of Alex., to-wit:

I, John M. Bentley, a Notary Public in and for the city of alex State and County aforesaid, do hereby certify that Rex E. Greaves and Grace L. Greaves, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 22nd day of March, 1967.

My commission expires on 7/27/68.

John M. Bentley
Notary Public

STATE OF Maryland

County of Prince Georges to-wit:

I, David J. Hartman, a Notary Public in and for the State and County aforesaid, do hereby certify that Charles R.

Cooper and Margaret M. Cooper, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 21st day of March, 1967.

My commission expires on 1 July 1967

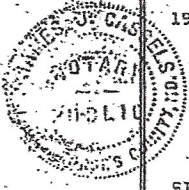
David L. Hartman
Notary Public

STATE OF MARYLAND
County of PRINCE GEORGES, to-wit:

I, JAMES J. CASSELS, a Notary Public in and for the State and County aforesaid, do hereby certify that Kenneth J. Chiavetta and Helen N. Chiavetta, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 21st day of March, 1967.

My commission expires on 1 July 1967

James J. Cassels
Notary Public

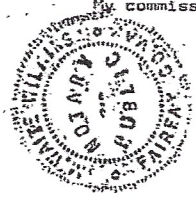


STATE OF Virginia
County of Stafford, to-wit:

I, Mr. White Wilkins, a Notary Public in and for the State and County aforesaid, do hereby certify that Frederick W. Borchert, Jr. and Lucille L. Borchert, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 22nd day of March, 1967.

My commission expires on Jan. 23 - 1971

Mr. White Wilkins
Notary Public



STATE OF MARYLAND

County of MONTGOMERY, to-wit:

I, JOHN E. MALLON, a Notary Public in and for the State and County aforesaid, do hereby certify that Harold H. Young and NANCY W. YOUNG, his wife, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 21st day of March, 1967.

My commission expires on July 1, 1967

John E. Mallon
Notary Public



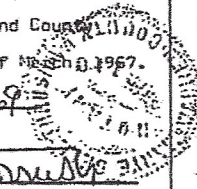
STATE OF VIRGINIA

County of Warren, to-wit:

I, Chas. Bee Traush, a Notary Public in and for the State and County aforesaid, do hereby certify that W. C. Armstrong, Jr. and Duncan C. Gibb, Trustees, whose names are signed to the foregoing deed dated March 9, 1967, have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand and seal this 30 day of March, 1967.

My commission expires on October 19, 1969

Chas. Bee Traush
Notary Public



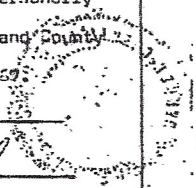
STATE OF VIRGINIA

County of Warren, to-wit:

I, Yellean W. Good, a Notary Public in and for the State and County aforesaid, do hereby certify that Glenn Robertson and Lucille S. Bull, whose names are signed to the foregoing deed dated March 9, 1967 as President and Cashier respectively of Citizens National Bank, Front Royal, Virginia have each personally appeared and acknowledged the same before me in my State and County aforesaid. Given under my hand this 31st day of March, 1967.

My commission expires on March 20, 1971

Yellean W. Good
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 April 3, 1967 at 11:25 o'clock a.m.
State Tax _____ County Tax _____ T. Fee _____ Rec. Fee 2.25 Plat 28.50
Teste E. M. Matthews Clerk

SHELANDOAH SHORES, INCORPORATED

BY Harvey Blumenthal
President



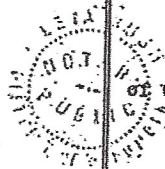
Martin J. Kirsch
Secretary

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

I, John R. 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 Sheandoah 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 R. 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
Teste: John R. Rush 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. 11-24-7
William
Hensley
Pres. Shores
Shores Corp
Warren County
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.

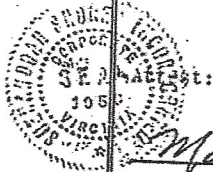
The covenants and restrictions as hereinabove set forth shall apply as well to Section III of Shenandoah Shores, Inc. and are intended to amend the Deed of Restrictions dated February 7, 1961 and of record in the Clerk's Office of the Circuit Court of Warren County in Deed Book 117 at Page 59, Shenandoah 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
Richard J. Casanovi
County of Montgomery, to-wit:

I, John 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 R. 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 2:25 o'clock P.M.

State Tax _____ County Tax _____ T. Fee _____ Rec. Fee \$22. Plat _____
Teste: [Signature] Clerk

2. 13

This Deed of Trust made this 31st day of October, 1963, between Nellie M. Eshelman, widow,

2-19-63

e. Payne

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 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.

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