

Mailed: 1/22/1981.

To: Mrs. Nancy Tyndale Wilson Truettner
Route 1, Box 20 A,
Boyes, Virginia. 22620

25,588-D
TMD/aj
12/31-80

#1034-80

THIS DEED AND DEED OF PARTIAL RELEASE, made and dated this 18th day of December, 1980, by and between DOUBLE E LAND AND CATTLE COMPANY, a Virginia corporation, party of the first part, and NANCY TYNDALE WILSON TRUETTNER, party of the second part, and A. GARLAND WILLIAMS, TRUSTEE, party of the third part, and FIRST AND MERCHANTS NATIONAL BANK OF LYNCHBURG, VIRGINIA, Executor of the Estate of Marguerite M. Clarke, Lienholder, party of the fourth part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey with general warranty of title, unto the party of the second part, Nancy Tyndale Wilson Truettner, the following described property and appurtenances thereunto belonging:

All that certain lot of land located in Chapel Magisterial District, Clarke County, Virginia, designated as a 28-acre parcel, known as the "Copenhaver Tract," and being the same property acquired from W.S.C. Burwell and Elizabeth B. Burwell by deed dated April 26, 1960 and of record in the Clerk's Office of the Circuit Court of Clarke County, Virginia in Deed Book 58 at Page 543 and by deed dated July 11, 1960 of record in the aforesaid Clerk's Office in Deed Book 59 at Page 252.

The party of the first part hereby expressly reserves a perpetual right of way of ingress and egress across the property herein conveyed along the road as shown on the plat and survey of O.B. Knight, C.L.S., of record in the aforesaid Clerk's Office in Deed Book 59 at Page 261 for the benefit of the following tracts of land: (a) 542 1/2 acres acquired by the party of the first part, by deed of record in the aforesaid Clerk's Office in Deed Book 58 at Page 242; (b) 322 acres acquired by deed of record in the aforesaid Clerk's Office in Deed Book 59 at Page 252; (c) (McDougal Tract), 280.6 acres acquired by deed of record in the aforesaid Clerk's Office in Deed Book 85 at Page 422.

Reference is here made to the aforesaid instruments and the attachments and the references therein contained for a further and more particular description of the property hereby conveyed.

This conveyance is made subject to all duly recorded and enforceable restrictions, easements and rights of way, and to those restrictive covenants attached hereto and labelled as "Exhibit A."

25,588-D
TMD/aj
12/18/80

581

The party of the first part covenants that it has a right to convey said property to the party of the second part; that it has done no act to encumber said property; that it will execute such further assurances of title to said property as may be requisite; that it is seized in fee simple of the property conveyed; and that the parties of the second part shall have quiet possession of said property free from all encumbrances.

WHEREAS, by Deed of Trust dated October 1, 1976, and recorded in Deed Book 119, at Page 17, at the Office of the Clerk of the Circuit Court of Clarke County in order to secure the First and Merchants National Bank of Lynchburg, Virginia the payment of an obligation of Three Hundred Thirteen Thousand Six Hundred Eighty-Six Dollars and Seventy-One Cents (\$313,686.71) and by Deed of Trust dated January 20, 1960 and recorded in Deed Book 58, at Page 245 in the aforementioned Clerk's Office in order to secure to Marguerite M. Clarke, the payment of an obligation of \$30,000.00 as mentioned in said Deed of Trust the parties of the said fourth part still being the holders of said notes and entitled to join in the execution of this Deed and Deed of Partial Release the said party of the first part did grant and convey unto the said parties of the third part the property more particularly described in said Deeds of Trust which references are hereby made and;

WHEREAS, by deed of trust dated January 20, 1960, and recorded in Deed Book 58 at Page 245, at the Office of the Clerk of the Circuit Court of Clarke County, in order to secure the Estate of Marguerite M. Clarke, the payment of an obligation of Thirty Thousand Dollars (\$30,000.00), as mentioned in said deed of trust, the party of the said fourth part still being the holder of said note and entitled to join in the execution

of this deed and deed of partial release, the said party of the first part did grant and convey unto the party of the third part that property more particularly described in said deed of trust, which reference is hereby made. 582

WHEREAS, Marguerite M. Clarke died October 30, 1978, and the Executor, the First and Merchants National Bank of Lynchburg, Virginia, by William N. Mays, Vice President and Trust Officer, who qualified as such Executor of her Estate on November 3, 1978, in the Clerk's Office of the Circuit Court of Nelson County, Virginia, joins in this deed and deed of partial release as evidence of his assent to the terms hereof.

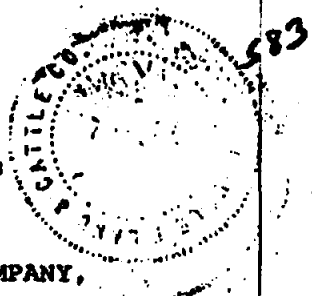
WHEREAS, a part of the indebtedness has been paid, and the party of the first part requests a release deed, requesting the party herein conveyed from the lien of the aforesaid deed of trust.

NOW THEREFORE, this deed and deed of partial release witnesseth:

That in consideration of the premises and further the sum of Five Dollars (\$5.00) paid to the party of the third part, cash in hand paid by the party of the first part, and at the request of the party of the fourth part, the holder of the indebtedness, the trustee, party of the third part, releases and quitclaims unto the party of the first part all the described real property herein conveyed.

The party of the fourth part, as beneficiary of said deed of trust and holder of the obligation secured thereby, joins in the execution of this instrument as evidence of its consent to the terms hereof, but it is expressly understood that the release of this property does not release the remaining property, and the lien of said deed of trust shall continue in full force and effect as to such property.

WITNESS the following signatures and seals:



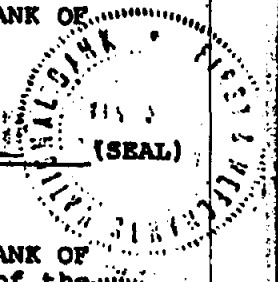
DOUBLE E LAND AND CATTLE COMPANY,
A Virginia Corporation.

By Dinda G. Endicott (SEAL)

A. Garland Williams, Trustee (SEAL)
A. Garland Williams, Trustee

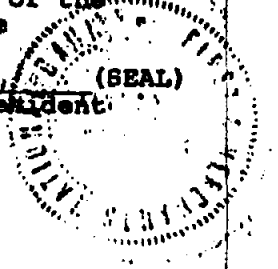
FIRST AND MERCHANTS NATIONAL BANK OF
LYNCHBURG, VIRGINIA

By Stuart C. Foubert (SEAL)
ASSISTANT VICE PRESIDENT



FIRST AND MERCHANTS NATIONAL BANK OF
LYNCHBURG, VIRGINIA, Executor of the
Estate of Marguerite M. Clarke

By William N. Mays (SEAL)
William N. Mays, Vice President
and Trust Officer



STATE OF VIRGINIA

City OF Winchester, To-wit:

The foregoing Deed and Deed of Partial Release dated
the 18th day of December, 1980 was executed before
me this 19th day of December, 1980 by
Dinda G. Endicott, who is Vice President
of Double E Land and Cattle Company, a Virginia corporation.

My Commission expires May 7, 1983.

Dmy C. Jones
Notary Public

STATE OF VIRGINIA at large

OF _____, To-wit:

The foregoing Deed and Deed of Partial Release dated
the 15th day of _____, 1980 was
executed before me this 31st day of December,
1980 by A. Garland Williams, Trustee.

My Commission expires 11/3/82.

Sue Ballard
Notary Public

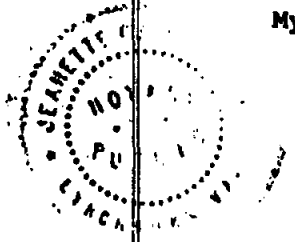
584

STATE OF VIRGINIA

City OF Lynchburg, To-wit:

The foregoing Deed and Deed of Partial Release dated the 18th day of December, 1980 was executed before me this 30th day of December, 1980 by Stuart C. Fauber, who is Assistant Vice President of First and Merchants National Bank of Lynchburg, Virginia.

My Commission expires July 18, 1982.



Jeanette C. Southall
Notary Public

STATE OF VIRGINIA

City OF Lynchburg, To-wit:

The foregoing Deed and Deed of Partial Release dated the 18th day of December, 1980 was executed before me this 30th day of December, 1980, by William N. Hays, Vice President and Trust Officer for First and Merchants National Bank of Lynchburg, Virginia, Executor of the Estate of Marguerite M. Clarke.

My Commission expires July 18, 1982.



Jeanette C. Southall
Notary Public

EXHIBIT A

585

PROTECTIVE COVENANTS
CALMES HECK ESTATES, CLARKE COUNTY, VIRGINIA

OUTLINE

1. USE OF LAND

- (a) Residential and associated recreational only
- (b) Common facilities
- (c) Animals other than house pets restricted
- (d) Use of Shenandoah River

2. RULES AND REGULATIONS

3. BUILDINGS AND PLANS

- (a) Single family dwelling
- (b) Building lines
- (c) Size and construction of dwellings
- (d) Approval of plans
- (e) Temporary structures
- (f) No mobile homes, etc.
- (g) Limitation of antenna
- (h) Disturbance of ground surface
- (i) Toilet facilities
- (j) Storage of building materials
- (k) Enforcement of building violation

4. EASEMENTS

- (a) Utilities
- (b) Ingress and egress

5. PRESERVATION OF NATURAL ENVIRONMENT

- (a) General
- (b) Trees and topography
- (c) Sewage and refuse disposal
- (d) Fires, firearms, sprays, etc.; hunting
- (e) Use of motorized vehicles off roads

6. ASSESSMENT FOR MAINTENANCE

- (a) Annual charge for common facilities
- (b) Extra charges for tenants and other visitors

7. ENFORCEMENT, ETC.

- (a) Period of covenants
- (b) Binds successors
- (c) Enforcement of covenants
- (d) Partial invalidity

586

PROTECTIVE COVENANTS
CALMES HECK ESTATES, CLARKE COUNTY, VIRGINIA

It is the purpose of the owners in subdividing and selling the land in Calmes Heck Estates to provide for the permanent protection and preservation of the natural character and beauty of the landscape and to make it possible for individual lot owners to share in the enjoyment of the scenic and recreational qualities of the area as a whole. It is presumed that purchasers of lots in the subdivision will share these goals and will use and care for their land so as to maintain the most natural and pleasant environment compatible with residential and recreational use. To this end, the following covenants, conditions, reservations and restrictions are imposed upon any and all lots sold from the presently platted division of the land of Double E Land and Cattle Company, hereinafter called "Double E," to be known as Calmes Heck Estates, as duly recorded in the Clarke County Circuit Court Clerk's Office, and shall be included either specifically in the deed or by reference to this deed in all subsequent deeds conveying any of said lots, and shall run with the land and be binding upon present and future owners of all said lots.

Wherever in these covenants "Double E" appears, the meaning shall be the same as if written "Double E, its successors or assigns."

1. USE OF LAND

(a) All lots in the subdivision shall be used only for residential and associated recreational purposes. No business or occupation of any kind, other than the home practice of a physician, dentist, lawyer, writer, or artist, may at any time be carried on or permitted upon subject lot or lots, except by written consent of Double E.

(b) Each lot owner, his family, and accompanied guests, in common with other property owners in this subdivision, shall have access to and free use of the Shenandoah River throughout its length adjacent to the subdivision and to certain recreational facilities and natural areas, and foot and horse trails designated for common use under rules and regulations established by Double E and shown on a map posted in the office of Calmes Heck Estates. The renting or leasing of a property for any period of less than one year shall not entitle the tenant to use of such facilities except upon payment of additional charges established under the terms of Paragraph 6(b); common-use privileges shall remain with the owner during such short-term leases. Leases of one year or more may convey common-use privileges to the tenant, but the owner shall remain responsible for payment of maintenance charges under the provisions of Paragraph 6(a).

(c) No animals or poultry of any kind other than house pets shall be kept or maintained on any lot or lots except within areas designated in writing by Double E as appropriate for this use.

(d) 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 Double E shall not be liable for any resulting damages or injury.

2. RULES AND REGULATIONS

To effectuate the intent of these covenants, Double E will establish and publish by posting in its office at Calmes Heck Estates appropriate rules, regulations and standards. Such rules, regulations and standards may be revised and amended from time to time by posting such amendments in said office. A full and correct copy of the rules, regulations and standards currently in effect will be provided to any property owner upon request. Wherever in these covenants the term "rules and regulations" appears it shall mean the rules and regulations so established and currently in effect at the time of the events to which they apply.

587

3. BUILDINGS AND PLANS

(a) No more than one single-family dwelling house shall be erected on any one lot. In cases of single ownership of more than one lot in a block, this restriction shall apply to the parcel owned as a whole.

(b) No dwelling, including porches or bay windows attached thereto, shall be built within less than one hundred (100) feet of the line fronting on any public or common-access road as shown on said plat, nor within less than twenty-five (25) feet of side or rear lines of any lot; however, Double E shall have the right to waive or modify these setback restrictions, provided it is in writing.

(c) Any permanent dwelling house shall have a floor area, excluding porches and decks, of no less than one thousand (1,000) square feet. It shall be of design appropriate to the site and shall be of first-class materials and construction; or, with the prior written approval of Double E, hand-crafted of native materials.

(d) No building, fence, road or other permanent structure shall be built, or exterior addition made to an existing building, unless and until detailed plans and specifications, including a site plan showing the location(s) of such structure(s) and areas of clearing, excavation, grading and filling have been submitted to and approved in writing by Double E. If Double E fails to approve or disapprove of such plans within sixty (60) days after receipt thereof, this provision shall be deemed to have been fully complied with, but none of the other restrictions in these covenants are waived thereby. If construction is not begun within one (1) year from date of approval of the plans, such approval is terminated and plans must be submitted anew and acted upon before construction may start.

(e) Any temporary structure or camp site shall be established only (1) with the prior written approval of Double E and (2) under the terms and conditions of such approval and in no event will they be at a location visible from any public road or other road retained in the ownership of Double E for joint use of property owners.

(f) No mobile home or house trailer shall be parked on any lot, nor any detached building constructed, except by prior written approval of Double E.

(g) No tower or radio or television antenna of trussed construction, or in wooded areas of a height making it visible above the treetops, shall be erected, except by prior written approval of Double E.

(h) Private roads shall be located and constructed with a minimum of disturbance to the landscape and according to a plan previously approved by Double E as provided in Subparagraph (d) above. Drainage ditches, cuts and fills shall be effectively treated to prevent erosion. Impervious paved areas shall be the minimum practical for the intended use, and runoff water therefrom shall be detained within the boundaries of the owner's property until cleared of sediment, then released gradually into natural drainageways.

(i) Temporary or detached toilet facilities may be constructed only with the written approval of Double E and must be removed when the need ceases to exist. Double E reserves the right to withdraw approval of such facilities at any time, whereupon they shall be removed within thirty (30) days from notice of such withdrawal of approval.

(j) No building materials may be stored in open view on any lot before a building plan for their use has been approved. Unused materials shall be removed from the premises or stored out of view from any public or common-access road.

(k) Double E, in addition to its other rights hereunder, and any other rights it has at law or in equity, shall have the right to remove or destroy any building or structure erected in violation of these covenants. However, any building or structure completed and maintained for one (1) year without written objection by Double E, or legal action by any property owner in Calmes Neck Estates in objection thereto, shall be conclusively deemed to have been erected with the approval of Double E, without objection and in conformity with these covenants.

578

4. EASEMENTS

(a) An easement over the twenty (20) foot width adjoining the front, side or rear lines of any lot is specifically reserved for water, sewer, gas, electricity, telephone, drainage and any other utilities to Double E's present and future properties and the other properties of this subdivision.

(b) An easement for ingress and egress sufficiently wide to accommodate one vehicle, for riding horses, recreation, walking, maintenance and fire protection is reserved in Double E over all of the respective properties for the benefit of Double E and all other owners of property in the subdivision, said easement to be at points over each property easily convenient for travel without undue interference with the improvements upon the property.

5. PRESERVATION OF NATURAL ENVIRONMENT

(a) All reasonable efforts shall be made to protect and preserve natural vegetation and wildlife, including all forms of animal life, and to preserve the peace and quiet of the area.

(b) Trees and topography shall remain uncut, untrimmed and undisturbed and land shall not be plowed, excavated, removed or cultivated except as done in conformity with the rules and regulations of Double E or a specific plan approved in writing by Double E.

(c) Sewage and refuse shall be disposed of in a sanitary and sightly manner, in conformity with standards and recommendations of state and local health authorities and with rules and regulations established by Double E. No sewage or refuse shall be emptied into the Shenandoan River bounding said premises or any lands adjacent thereto; or into any cove or inlet, stream or waterway connecting therewith.

(d) Fires, firearms, chemical pesticides and other destructive agents shall be used only in accordance with rules and regulations established by Double E or with specific prior approval of Double E. Hunting shall be permitted only during hunting season on specified areas and with written permission of Double E.

(e) Motorized vehicles, including but not limited to motorcycles, motorbikes and snowmobiles shall not be driven off the access roads of the subdivision except on the property of the operators of such vehicles, or with the permission of the property owners where driven, except that Double E may authorize access to any part of the subdivision for purposes of maintaining or protecting the property.

6. ASSESSMENTS FOR MAINTENANCE

(a) Each lot owner shall be subject to an annual charge for the repair and maintenance of roads and recreation facilities and associated costs for the convenience and common use of all lot owners. If more than one improved lot is owned by any lot owner, separate charges will be made for each improved lot, otherwise only one charge will be made to any one lot owner. This annual charge shall constitute a lien upon the property which lien will be noted on Double E's books which shall be sufficient to constitute notice to all purchasers; in the absence of any such notice on Double E's books purchasers shall be entitled to assume that the assessments for the lot in question has been paid through the preceding year of purchase. The charges shall be payable on the first day of January of each year and shall be equal to a pro rata share of such expenditures during the preceding year, without profit to Double E or salaries to its officers, with the provision that the assessment per lot shall not increase more than ten percent (10%) in any one year over the amount of the preceding year. All records for these expenditures will be available for inspection. Any lot owner who fails to pay any such charges within thirty (30) days of billing shall forfeit common-use privileges with respect to such designated areas and facilities until the payment, plus successive ten percent (10%) liquidated damages added for each month in arrears, shall have been paid. These remedies are in addition to those remedies provided at law or in equity for the enforcement of these assessments.

(b) In addition to the maintenance charge provided in Paragraph 6(a) above, Double E may make such charges as it deems proper for the use of such designated recreation facilities by unaccompanied guests of property owners, by renters or short-term lessees of such properties, or by other visitors to the development.

589

7. ENFORCEMENT, AMENDMENT AND CONTINUANCE OF COVENANTS

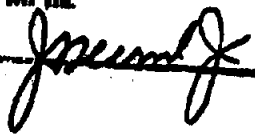
(a) All the restrictions and covenants in this instrument shall continue in force until the 31st day of December, 1982, and shall be automatically and successively renewed for ten (10) year periods thereafter, unless the owners of at least a majority of the lots in said subdivision shall, at least six (6) months prior to any such renewal date, agree in writing to a change, alteration, addition to or abrogation of any or all of the above restrictions and conditions, and record such writings so amending the aforesaid covenants. Such changes, alterations, additions to or abrogation of any or all the agreements, covenants and restrictions as proposed shall be made in writing at least twelve (12) months prior to such renewal date after the mailing of such notice of such proposed changes, alterations, additions to or abrogation, to all the owners of lots of said subdivision. No such changes, alterations, additions to or abrogation shall become effective until the instrument in writing setting forth such changes in detail, executed by the owners of at least a majority of the lots in said subdivision shall be recorded in the Office of the Clerk of the Circuit Court of Clarke County, Virginia, and such must be recorded six (6) months or more prior to any renewal date, which would take effect at the renewal period.

(b) These covenants are attached to and shall run with the land, and it shall be lawful not only for the grantors and their successors, but also for the owner or owners of any lot or lots adjoining or lots which relate to the entire subdivision to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same, it being understood however that these covenants shall not be enforced personally for damages against the grantee or grantor, his or her, or their heirs or assigns, unless he, she or they be the owner of that portion of the premises upon which the violations of these covenants are done at the time of such violation.

(c) The breach of any of the conditions and restrictions contained herein or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings, and provided, also, that each of the foregoing agreements, covenants and restrictions shall remain at all times in full force and effect as against any owner of said premises, or any part thereof, by reason of any breach thereof by any such owner, whether such ownership is acquired by purchase, foreclosure, devise, inheritance or in any other manner.

(d) If any one or more of these covenants is declared invalid by a court of competent jurisdiction, this shall not affect the enforceability of the remaining covenants.

VIRGINIA: In the Clerk's Office of Clarke County Circuit Court
Dec. 31, 1980. This deed was presented and with
the annexed certificate of acknowledgment admitted to record at
4:30 P.M. The taxes imposed by Section 58-54.1 in the
amount of \$ 90.00 and by Section 58-54 of the Code
of Virginia have been paid.

TESTE:  CLERK