

THIS DEED OF DEDICATION, made and dated this 28th day of October, 2004, by and between LARRY A. RUSSELL and GLEN W. RUSSELL and PAMELA L. RUSSELL, parties of the first part, and THE COUNTY OF FREDERICK, VIRGINIA, party of the second part.

WHEREAS, the parties of the first part are the owners in fee simple of the real estate shown on the plats drawn by P. Duane Brown, L.S., dated November 17, 2003, known as ~~Shawnee Village, Section 6~~, which plat is attached hereto and made a part hereof, and being the same property conveyed to the parties of the first part herein by deed from Shawnee Village, L.C., of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia two instruments prior hereto; and,

WHEREAS, said real estate, as shown on the aforesaid plats, has been subdivided into lots, which plats show the metes and bounds of the subdivided land, together with the dimensions of each lot thereof and those certain drainage easements, and water and sanitary sewer easements reserved for installation and maintenance of water and sewer facilities for said lots, and active and inactive separation buffers, all of which are hereby dedicated to the public.

NOW, THEREFORE, THIS DEED OF DEDICATION WITNESSETH:

That in consideration of the premises and the benefits which will accrue by reason of this dedication, the parties of the first part do hereby subdivide that certain tract of land designated as Shawnee Village, Section 6, situate in Shawnee Magisterial District, Frederick County, Virginia, and being more particularly described by the aforesaid plats of P. Duane Brown, L.S., dated November 14, 2003, made a part hereof and by this reference incorporated herein as if set out in full; and does hereby dedicate the streets and roadways shown thereon to Frederick County for public use.

HOME OWNER'S ASSOCIATION MATTERS

DEFINITIONS

Section 1. "Association" shall mean and refer to Shawnee Village Homeowner's Association, a nonstock Virginia corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to the real property described in the Shawnee Village Final Development Master Plan and such additions thereto as may hereafter be brought within the jurisdiction of the corporation, and shall not be limited to Section 1, 2 or 3 as shown on said plats.

Section 3. "Lot" shall mean and refer to any of the lots designated upon the plats of Shawnee Village, with the exception of the open space(s) and buffer area(s).

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to the Grantors herein, their successors and assigns.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments by the association, including contract sellers, shall be a member of the association. When more than one person holds such interest in any lot, all such persons shall be members. (The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.)

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the association. Ownership of such lot shall be the sole qualification for membership.

VOTING RIGHTS

Each member of the association shall have one vote for each lot owned, but in no event shall more than one vote be cast with respect to any one lot. The vote for such lot shall be exercised as the owners determine among themselves.

BOARD OF DIRECTORS

The affairs of the association shall be managed by a board of not less than three, but no more than nine directors, who must be members of the association. The initial board of directors shall be appointed by the party of the first part herein, and serve until the first annual meeting following conveyance of the first lot in the properties; thereafter, the board of directors shall be elected by the membership as determined in the bylaws of the association.

PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the open space(s), specifically including but not limited to the rights of ingress and egress across the aforesaid open space(s) and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The rights of the association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the open space(s) and in aid thereof to mortgage the property. The rights of such mortgagee in the properties shall be subordinate to the rights of the homeowners hereunder. Approval of at least sixty-seven percent of the membership, excluding the Declarant, is required to mortgage or encumber the open space(s).

(b) The rights of the association to suspend the voting rights and the right to use the open space(s) by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed thirty days for any infraction of its published rules and regulations.

(c) The rights of the association to dedicate or transfer all or part of the open space(s) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by not less than sixty-seven percent of the members, excluding the Declarant. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes has been recorded agreeing to such dedication or transfer, and unless written notice of the

proposed action is sent to every member not less than twenty-five days nor more than fifty days in advance.

(d) In the event the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

(e) If ingress or egress to any residence is through the open space(s), any conveyance or encumbrance of such area shall be subject to the lot owner's easement.

Section 2. Delegation of Use: Any member may delegate, in accordance with the bylaws, his right of enjoyment to the open space(s) to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Open Space(s): The Declarant hereby covenants for its heirs and assigns, that it will convey fee simple title to any open space(s) to the association, free and clear of all encumbrances, prior to the U.S. Department of Housing and Urban Development's insuring the first mortgage or deed of trust in the development.

COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

Section 1. Assessments: The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with such 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 assessment, together with such interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and, in particular, for the improvement and maintenance of the properties, payment of real estate taxes, repairs, snow removal, and service and facilities devoted to this purpose and related to the use of and enjoyment of the open space(s).

Section 3. Basis and Maximum of Annual Assessments: Until January 1, 2005, the maximum assessment shall be \$100.00 per lot.

(a) From and after January 1, 2005, the maximum annual assessment per lot may be increased above that set forth hereinabove by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the

assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfers shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the open space(s); (b) all properties dedicated to and accepted by a local public authority; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments.

Section 11. Failure to Maintain Open Space(s): In the event that the association, or its successors, shall fail to maintain the open space(s) in reasonable order and condition, the County of Frederick may take such action as authorized by the Frederick County Zoning Ordinance. The Frederick County Zoning Ordinance is by this reference made a part hereof as if set out in full.

GENERAL SUBDIVISION MATTERS

RESTRICTIONS AND COVENANTS

All of the lots shown on the plats attached hereto shall be subject to the following restrictions and covenants which are covenants running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The lots shall be used exclusively for residential purposes. No business or occupation of any kind other than a "home occupation" shall be carried on or permitted upon these lots. A "home occupation" is defined to be an occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, and no one is employed other than members of the family residing on the premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling, garage and other approved structures for use solely by the occupants. Except for those related to real estate sales and construction, no sign, advertisement or message other than for identification purposes only shall be displayed or published which offers or implies commercial or professional services, or which may constitute any other kind of business solicitation in or from any residence or residential property. Notwithstanding the foregoing, the Grantors herein may, for a period not to exceed two years from the date of this instrument, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the property and on or in any building or structure now or hereafter erected thereon while owned by any of the Grantors herein or their successors in interest.

2. No clothing, laundry, or wash shall be aired or dried at any time on the open space easements, as set forth below, nor on any portion of the lots in any area other than in the rear yard of the lots.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Owners shall at all times maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. All lawn areas shall be kept mowed and shall not be permitted to grow beyond a reasonable height.

4. No sign of any kind that is illuminated and/or larger than two square feet shall

be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent, and except as provided herein.

5. No animals shall be kept or maintained on any lot except common household pets such as dogs and cats, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding lots nor the neighborhood and are in strict compliance with applicable Frederick County ordinances.

6. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any lot.

7. The exteriors of all structures, including walls, doors, windows and roofs, shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of no structure shall be permitted to remain in a damaged condition for longer than three months.

8. No single story dwelling (including but not limited to ramblers, ranches, and above-ground levels of multi-level homes) shall be erected upon said lot shown on the attached plats which shall contain less than 1,000 square feet of finished floor area. No multiple story dwelling shall contain less than 900 square feet of ground floor area. Such areas shall be exclusive of porches, patios, carports, basements, and attics. Any garage, carport or car shelter constructed on said lots shall be attached to and be a part of the main structure. The Grantors reserve for themselves and their successors in interest the right to determine what structure is to be regarded as a two-story dwelling so long as any lot in the subdivision is unsold. Split foyer and Cape Cod style dwellings shall contain not less than 1,000 square feet on the main living area. All residential structures must be at least 26 feet wide across the front elevation, and shall have a minimum roof pitch of 5/12.

9. No lot on the attached plats shall at any time be subdivided, conveyed, leased, nor sold except as a whole, unless such subdivision, conveyance, lease or sale involves multiple lots so that each of the portions into which the lots are divided for the purpose of subdivision, conveyance, lease or sale results in the lots being created for the purpose of such subdivision, conveyance, lease or sale, as well as each of the lots remaining after such subdivision, conveyance, lease or sale, being of a size larger than the lots as shown on the plats which is recorded with this instrument. The Grantors herein, however, for themselves and their successors in interest, reserves the right to resubdivide any of the lots shown on the attached plats and to alter, amend and change any lot lines or subdivision plan so long as they own any of said lots.

10. No fence, hedge or other visual barrier shall be erected or planted in the front yard of any lot shown on the attached plats, and no tree, hedge, or shrub planting shall be maintained anywhere on any lot in such a manner as to obstruct sight lines for vehicular traffic. Fencing of back yards may include side yards to a limit of one-half the depth of each dwelling only. Any fence or wall built on any lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. No fence shall exceed six feet (6') in height.

11. No junk vehicles, recreational vehicles, house trailers, or commercial industrial vehicles, such as (but not limited to) moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers, or camping equipment shall be regularly or habitually parked on any public streets within Shawnee Village Section 6, (and such additions to and future sections of Shawnee Village

subdivision) or otherwise parked within the boundaries of the subdivision. No vehicle may be parked for a period greater than sixty days on any lot or on any platted street as shown on the attached plats unless such vehicle bears a currently valid Virginia vehicle inspection windshield sticker. Notwithstanding the foregoing, the Grantors herein or their successors in interest may, for a period not to exceed two years from the date of this instrument, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the property and on or in any building or structure now or hereafter erected thereon while owned by any of the Grantors herein or their successors in interest.

12. The provisions of Paragraphs 4, 6, 7, 10, and 11 shall not apply to the construction or development of improvements on any lot by any of the Grantors herein, commencing within two years from the date of submission of said lot to these restrictive covenants.

13. Any lease or rental agreement must be for a period of at least thirty days and must be subject to the rules and regulations set forth in these restrictive covenants.

14. All lots are required to observe building restriction lines as indicated on the plats of Shawnee Village, in addition to those requirements of applicable Frederick County ordinances. No structures are permitted within the Road Efficiency Buffers or Residential Separation Buffers, indicated on said plats.

15. The Grantors herein reserve the right for themselves and their successors in interest to waive any one or all of the restrictive covenants, conditions, reservations, or restrictions as to any or all lots, except that it cannot change the development from residential to commercial. This waiver shall not affect the binding effect of the covenants, restrictions, and conditions upon any other lots. The Grantors herein do further reserve the right for themselves and their successors in interest to impose additional restrictive covenants, conditions, reservation, and restrictions on any or all lots and such imposition shall not affect the binding effect of these provisions upon any other lots.

16. Any Shawnee Village, Section 6 (and such additions to and future sections of Shawnee Village subdivision) homeowner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, and conditions now or hereafter imposed by the provisions of this deed. Failure by any homeowner to enforce any right, restriction, provision, condition, or covenant granted by this deed and declaration shall not constitute a waiver of the right of such homeowner to enforce such right, restriction, provision, condition, or covenant in the future.

17. 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.

OTHER MATTERS

1. The property dedicated hereby is subject to certain easements designated "Sanitary Sewer Easement," "Water Easement," "Drainage Easement," as indicated on said subdivision plats, which easements are hereby dedicated for public use and access.

The Grantors herein do hereby grant and convey unto the Frederick County Sanitation Authority perpetual easements for the installation and maintenance of water and sewer lines and any related facility on the easements designated on said plats as Sanitary Sewer Easements and Water Easements.

2. The property dedicated hereby is subject to those certain easements or rights of way designated "Drainage Easement" on the aforesaid attached plats for the purpose of surface water drainage easement, which easements are hereby dedicated for public use and access. No structures of any kind which substantially impede or obstruct the flow or ponding of surface drainage water may be placed within said surface water drainage easements designated on the aforesaid attached plats. Said surface water drainage easements may not be altered or modified without the prior consent of the County of Frederick, and the Grantors herein do hereby grant and convey unto the County of Frederick a perpetual right of way or easement over the aforesaid designated surface drainage easements for the purpose of so providing surface drainage. The Grantors herein do further agree that Frederick County shall be under no obligation to maintain said drainage easements.

No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other property shown on said plats.

3. All lots are subject to a 10' Utility and Drainage Easement along all property boundary lines. The Grantors herein reserve unto themselves, their successors or assigns, the right to erect, maintain, operate and replace underground and above ground telephone and electric light conduits, related equipment, and other facilities, sewer, gas, water, and television lines and related equipment, and other utility equipment where such utility lines and equipment are now located and along said 10' Utility Easements on each lot and along those areas intended for public access on the attached plats. All lots are further subject to a 20' Slope and Drainage Easement along all rights of way.

4. The covenants and restrictions of this deed shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this deed and declaration, his legal representatives, heirs, successors and assigns, for a term of ten years from the date this deed and declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years. The covenants and restriction so this deed and declaration may be amended in whole or in part, provided that any such amendment during the first ten-year period shall have the assent of not less than seventy-five percent of the lot owners, and thereafter any amendment shall have the assent of no less than sixty-seven percent of the lot owners. Any amendment must be properly executed and acknowledged by the lot owners and recorded among the land records of Frederick County, Virginia.

Bold face type is for convenience only, and shall not enlarge or restrict any matters set forth in this instrument.

The platting and dedication of the herein described land is made in accordance with the statutes made and provided in such cases, and is with the free consent and in accordance with the desire of the Grantors herein, sole owners and proprietors of the land embraced within the bounds of said subdivision, as evidenced by the signature of its president.

WITNESS the following signatures and seals


 _____ [SEAL]
LARRY A. RUSSELL

 _____ [SEAL]
GLEN W. RUSSELL

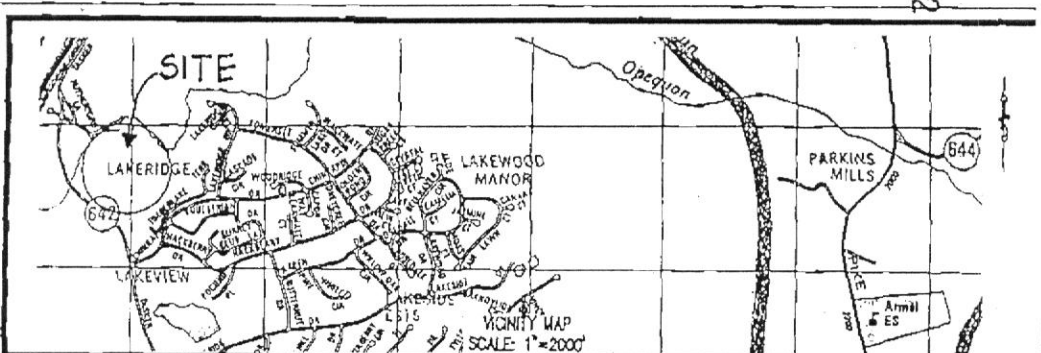
Pamela L Russell [SEAL]
PAMELA L. RUSSELL

STATE OF VIRGINIA
CITY OF WINCHESTER, to-wit:

Acknowledged before me this 28th day of October, 2004, by
LARRY A. RUSSELL and GLEN W. RUSSELL and PAMELA L. RUSSELL.


NOTARY PUBLIC FOR THE STATE OF VIRGINIA

My commission expires: 6-30-06



APPROVED BY

VIRGINIA DEPARTMENT OF TRANSPORTATION [Signature] DATE 12/05/03
 FREDERICK COUNTY SANITATION AUTHORITY [Signature] DATE 9 DEC 03
 FREDERICK COUNTY SUBDIVISION ADMINISTRATOR [Signature] DATE 26 OCT 04

OWNER'S CONSENT

The above and foregoing subdivision of the land of Coleen W. Russell & Larry A. Russell, as appears in the accompanying plats, is with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, if any.

[Signature] [Signature]
10-17-04 10-18-04
 DATE DATE DATE

NOTARY PUBLIC

I, Ronald W. Swanson, a Notary Public in and for the State of Virginia, at large, do certify that Coleen W. Russell & Larry A. Russell, whose names are signed to the foregoing Owner's Consent, have acknowledged the same before me in my State.

Given under my hand this 19th day of October, 2004.
 My commission expires 6-30-06

[Signature]

SURVEYOR'S CERTIFICATE

I hereby certify that the property contained in this subdivision is the same property that was conveyed to Coleen W. Russell & Larry A. Russell by deed dated Oct 28, 2004, said deed recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia as Instrument .

[Signature]
 P. DUANE BROWN, L.S.

FINAL PLAT OF SUBDIVISION

SHAWNEE VILLAGE ~ SECTION 6

SHAWNEE MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA

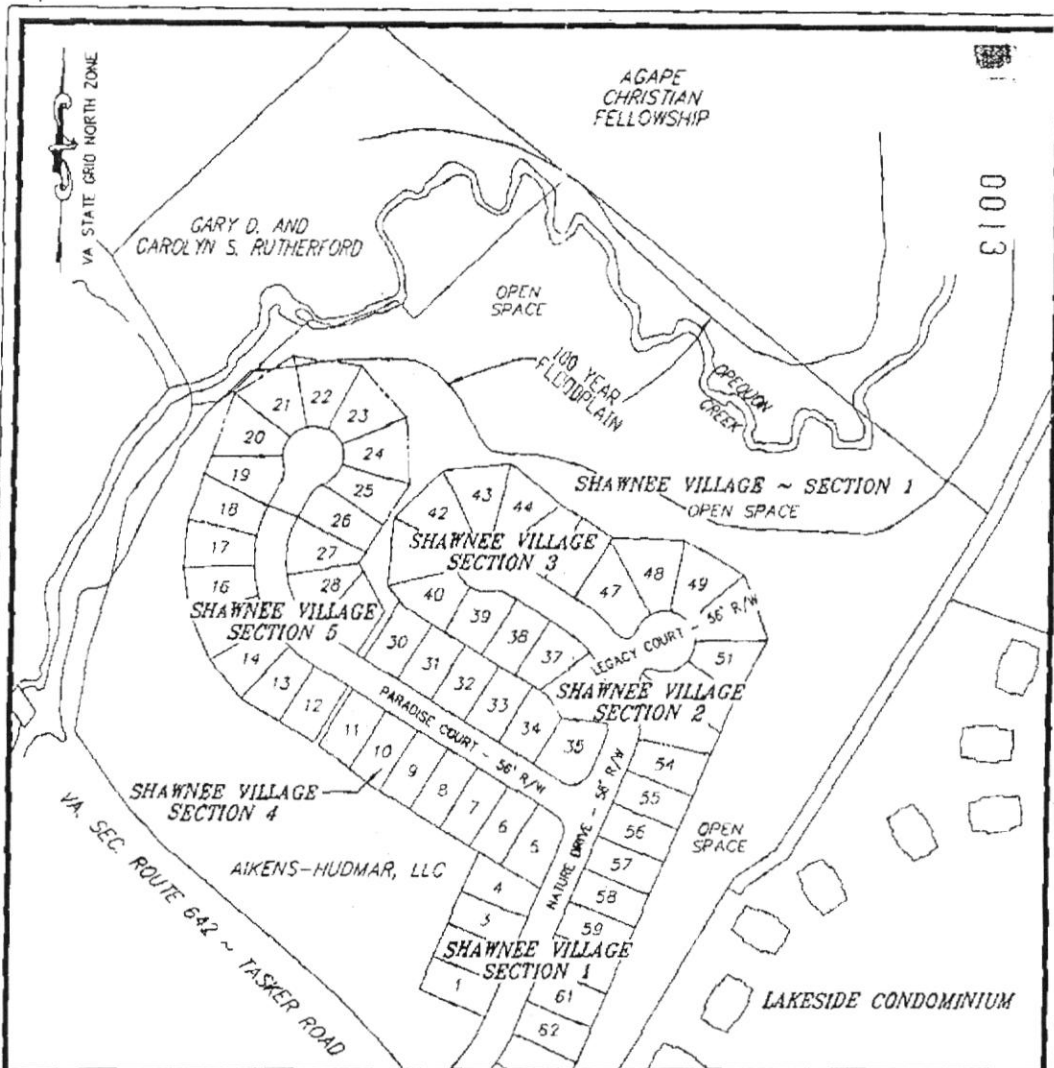
DATE: NOV. 17, 2003	COVER SHEET	SHEET 1 OF 4
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Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

COMMONWEALTH OF VIRGINIA
[Signature]
 P. Duane Brown
 No. 001285
 Nov. 17, 2003
 LAND SURVEYOR

DRAWN BY: PDB	DWG NAME: 4497-6
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EXISTING ZONING: RP
 EXISTING USE: VACANT
 PROPOSED USE: SINGLE-FAMILY DETACHED CLUSTER

MINIMUM SETBACK REQUIREMENTS:
 FRONT 35'
 REAR 25'
 SIDE 10'

MINIMUM LOT WIDTH AT SETBACK 60'
 MINIMUM LOT WIDTH AT RIGHT-OF-WAY 30'
 MINIMUM LOT AREA 8,000 SF

PIN 75-A-860
 AREA SUMMARY

AREA IN LOTS	1.6350 ACRES
AREA IN RIGHT-OF-WAY	0.2910 ACRES
TOTAL AREA SUBDIVIDED	1.9260 ACRES
NUMBER OF LOTS	8
AVERAGE LOT SIZE	8,903 SF
SMALLEST LOT SIZE	8,197 SF

FINAL PLAT OF SUBDIVISION
SHAWNEE VILLAGE ~ SECTION 6

SHAWNEE MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 250 0 250



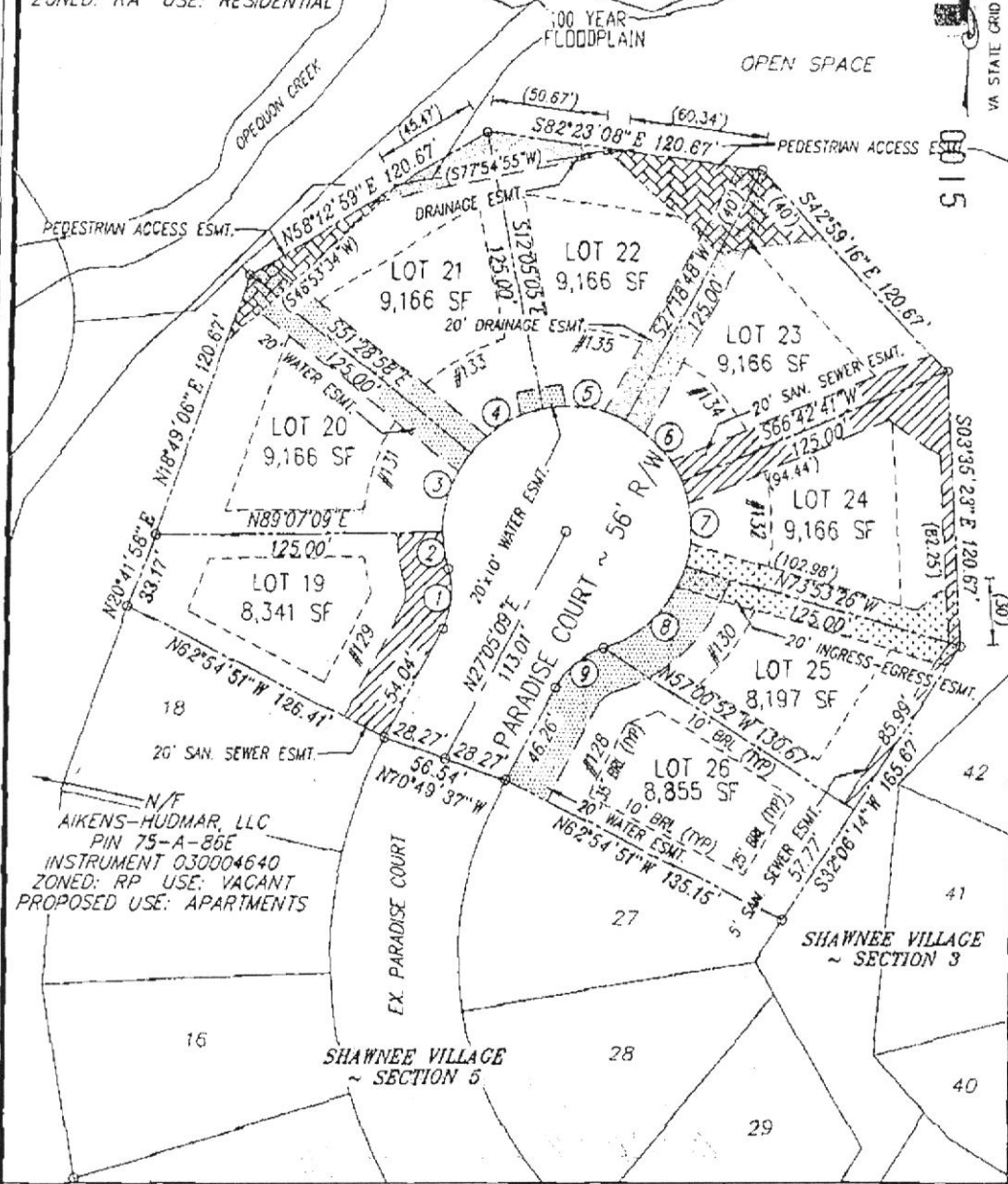
DATE: NOV. 17, 2003 KEY MAP : 1"=250' SHEET 2 OF 4

Marsh & Egge Land Surveyors, P.L.C.
 580 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 687-0468 ~ FAX (540) 687-0469
 EMAIL office@marshandlegge.com

DRAWN BY: PDB
 DWG NAME: 4497-6

N/F
 GARY D. AND
 CAROLYN S. RUTHERFORD
 PIN 75-A-86A
 INSTR. 030011778
 ZONED: RA USE: RESIDENTIAL

VA STATE GRID NORTH ZONE



N/F
 AIKENS-HUDMAR, LLC
 PIN 75-A-86E
 INSTRUMENT 030004640
 ZONED: RP USE: VACANT
 PROPOSED USE: APARTMENTS

FINAL PLAT OF SUBDIVISION
SHAWNEE VILLAGE ~ SECTION 6

SHAWNEE MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA



DATE: NOV. 17, 2003 SCALE: 1"=60' SHEET 4 OF 4

Marsh & Legge Land Surveyors, P.L.C.

15560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 867-0469 ~ FAX (540) 867-0469
 EMAIL office@marshandlegge.com



DRAWN BY: PDB

DWG NAME: 4497-6

040022026

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THIS DEED, dated this 28th day of October, 2004, by and between SHAWNEE VILLAGE, L.C., a Virginia limited liability company, hereinafter called the Grantor, GLEN W. RUSSELL and LARRY A. RUSSELL, hereinafter called the Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey, with General Warranty and English covenants of title unto the Grantees, in fee simple, as tenants in common, all the following described certain real estate together with the improvements thereon and the appurtenances thereunto belonging:

PIN 75 A 86D: All that certain tract or parcel of land in Shawnee Magisterial District, Frederick County, Virginia, containing 1.9260 acres, together with a right of way to Virginia Route 642, and being shown on that certain plat and survey by P. Duane Brown, L.S., dated November 14, 2003 as an undivided parcel at the end of Paradise Court which plat is of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia with Instrument No. 040017035; and which parcel is designated as "Parcel E-2" on that certain minor subdivision plat by said surveyor, of record in said clerk's office with Instrument No. 040017034 and which are incorporated herein; AND BEING a portion of the property conveyed to the Grantor herein by Deed from the Co-Trustees under the WSC, Ltd. Pension and Profit Sharing Plan and Trust Agreement, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 010017570 and adjusted by Deed dated April 22, 2003, of record in the aforesaid Clerk's Office as Instrument No. 030011778.

Reference is hereby made to the aforesaid instruments and the references therein contained for more particular descriptions of the property hereby conveyed.

This conveyance is made subject to all easements, rights of way and restrictions of record, affecting the subject property.

Glen W. Russell
270 Paradise Drive
Winchester, Va 22603
\$640,000.00

0002

WITNESS the following signature and seal:

SHAWNEE VILLAGE, L.C.

By: *[Signature]* (SEAL)
DAVID B. HOLLIDAY, Manager

STATE OF VIRGINIA
CITY OF WINCHESTER, to-wit:

Acknowledged before me this 28th day of October, 2004, by
David B. Holliday, Manager of Shawnee Village, L.C., a Virginia limited liability
company, on its behalf.

My commission expires 10-31-05

[Signature]
NOTARY PUBLIC



VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

10-29-04 at 9:51 A.M.

and with certificate of acknowledgement thereto annexed
was admitted to record. Tax imposed by Sec. 58.1-802 of

§ 640, and 58.1-801 have been paid, if assessable

[Signature], Clerk

040000347

0288



APPROVED BY

VIRGINIA DEPARTMENT OF TRANSPORTATION TS 589 DATE 12/05/03
 FREDERICK COUNTY SANITATION AUTHORITY [Signature] DATE 9/06/03
 FREDERICK COUNTY SUBDIVISION ADMINISTRATOR [Signature] DATE 01/06/04

OWNER'S CONSENT

The above and foregoing MINOR SUBDIVISION of the land of SHAWNEE VILLAGE, L.C., as appears in the accompanying plats, is with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, if any.

BY [Signature] 12-30-03
 SHAWNEE VILLAGE, L.C. DATE

NOTARY PUBLIC

I, Ronald W. Starnes, a Notary Public in and for the State of Virginia, at large, do certify that David P. Holliday, on behalf of SHAWNEE VILLAGE, L.C., whose name is signed to the foregoing Owner's Consent, has acknowledged the same before me in my State.

Given under my hand this 30th day of December 2003.
 My commission expires 6/30/06

SURVEYOR'S CERTIFICATE

I hereby certify that the property contained in this MINOR SUBDIVISION is the remainder of the property (Parcel One) that was conveyed to SHAWNEE VILLAGE, L.C. (PIN 75-A-86D) by deed dated December 10, 2001 (adjusted by plat dated August 27, 2003), said deed and plat recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia as Instrument 010017570 and as Instrument 030025052, respectively.

[Signature]
 P. DUANE BROWN, L.S.

MINOR SUBDIVISION OF 12.2138 ACRES
 STANDING IN THE NAME OF
SHAWNEE VILLAGE, L.C.
 PIN 75-A-86D
 SHAWNEE MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA



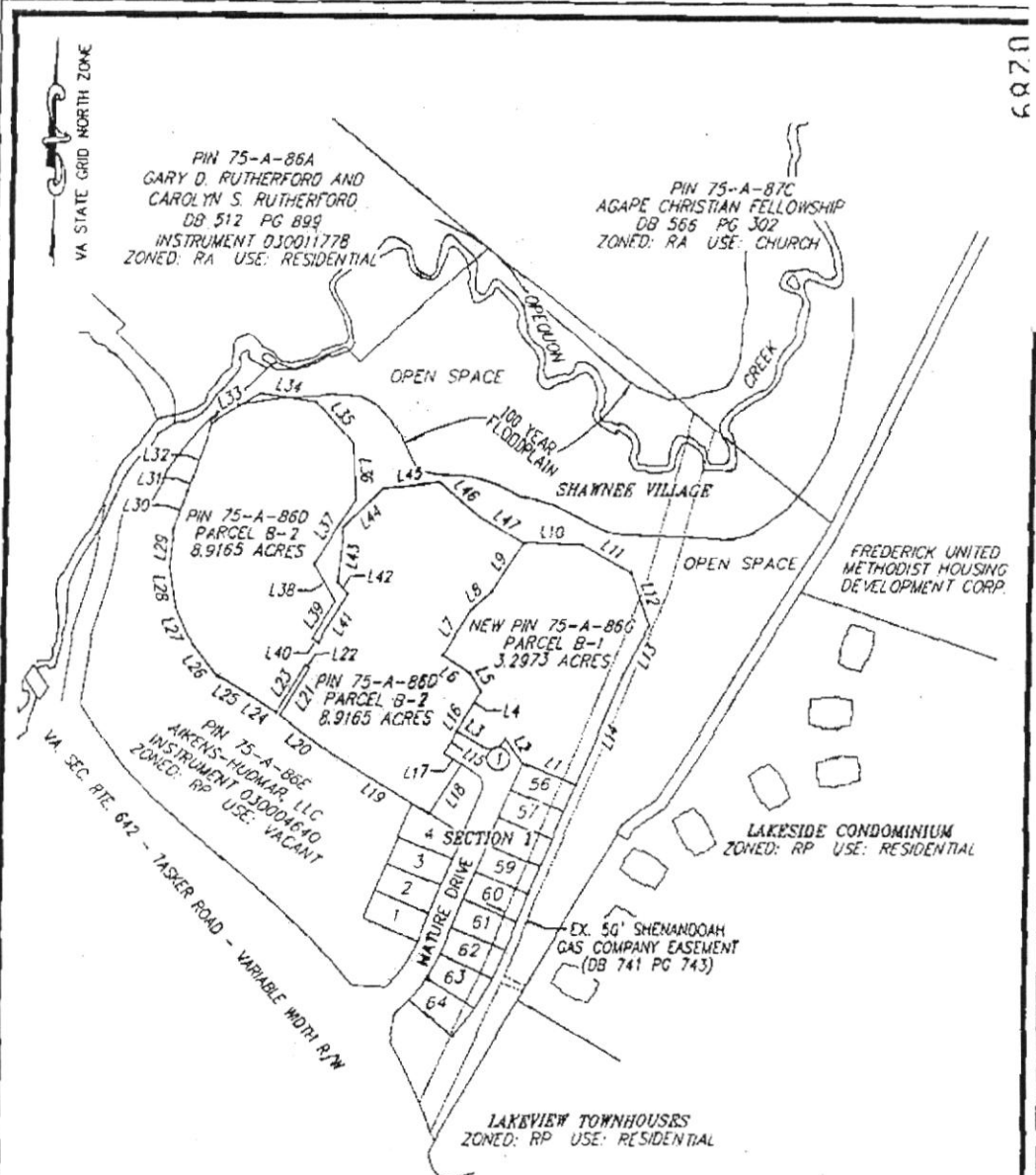
DATE: NOV. 7, 2003 COVER SHEET SHEET 1 OF 3



Marsh & Legge Land Surveyors, P.L.C.
 560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 667-0468 ~ FAX (540) 667-0469
 EMAIL office@marshandlegge.com

DRAWN BY: PDB

DWG NAME: 4497-2



- NOTES:
1. NO TITLE REPORT FURNISHED.
 2. EASEMENTS OTHER THAN SHOWN MAY EXIST.
 3. IRON RODS ARE TO BE SET AT ALL CORNERS NOT PREVIOUSLY MONUMENTED.
 4. EXISTING ZONING: RP
 5. SEE SHEET 3 FOR CURVE AND LINE TABLES.

MINOR SUBDIVISION OF 12.2138 ACRES
 STANDING IN THE NAME OF
SHAWNEE VILLAGE, L.C.
 PIN 75-A-86D
 SHAWNEE MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA
 300 0 300



DATE: NOV. 7, 2003 SCALE: 1"=300' SHEET 2 OF 3

Marsh & Legge Land Surveyors, P.L.C.
 660 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (540) 867-0488 ~ FAX (540) 867-0489
 EMAIL office@marshandlegge.com

DRAWN BY: PDB
 DWG NAME: 4497-2

02910

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	98°59'27"	35.00'	60.47'	40.97'	53.22'	S71°54'18"W

LINE TABLE

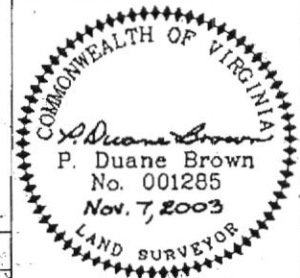
LINE	BEARING	DISTANCE
L1	N67°35'26"W	125.00'
L2	N35°34'07"W	66.05'
L3	N58°35'59"W	59.92'
L4	N31°03'12"E	95.64'
L5	N33°06'33"W	45.00'
L6	N58°35'59"W	69.22'
L7	N31°24'01"E	115.00'
L8	N47°35'51"E	58.31'
L9	N31°24'01"E	125.00'
L10	S88°06'52"E	125.45'
L11	S60°04'01"E	122.02'
L12	S20°40'09"E	122.02'
L13	S28°30'11"W	116.63'
L14	S22°24'34"W	253.39'
L15	S31°03'12"W	56.00'
L16	S31°03'12"W	151.64'
L17	S58°35'59"E	45.55'
L18	S31°24'01"W	127.00'
L19	N58°35'59"W	207.38'
L20	N53°32'52"W	136.28'
L21	N31°24'01"E	115.00'
L22	N58°35'59"W	10.00'
L23	S31°24'01"W	115.00'
L24	N58°50'41"W	69.75'

LINE TABLE

LINE	BEARING	DISTANCE
L25	N60°29'33"W	80.73'
L26	N39°24'47"W	85.65'
L27	N24°38'08"W	85.65'
L28	N09°51'29"W	85.65'
L29	N04°55'10"E	85.65'
L30	N18°45'55"E	85.84'
L31	N20°41'58"E	33.17'
L32	N18°49'06"E	120.67'
L33	N58°12'59"E	120.67'
L34	S82°23'08"E	120.67'
L35	S42°59'16"E	120.67'
L36	S03°35'23"E	120.67'
L37	S32°06'14"W	165.67'
L38	S30°02'10"E	94.38'
L39	S31°24'01"W	91.46'
L40	S58°35'59"E	15.00'
L41	N31°24'01"E	119.48'
L42	N42°41'18"W	33.45'
L43	N04°49'40"E	120.67'
L44	N44°13'33"E	120.67'
L45	N83°37'25"E	120.67'
L46	S50°07'47"E	116.53'
L47	S58°35'59"E	108.55'

MINOR SUBDIVISION OF 12.2138 ACRES
STANDING IN THE NAME OF
SHAWNEE VILLAGE, L.C.

PM 75-A-86D
SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA



DATE: NOV. 7, 2003 CURVE AND LINE TABLES SHEET 3 OF 3



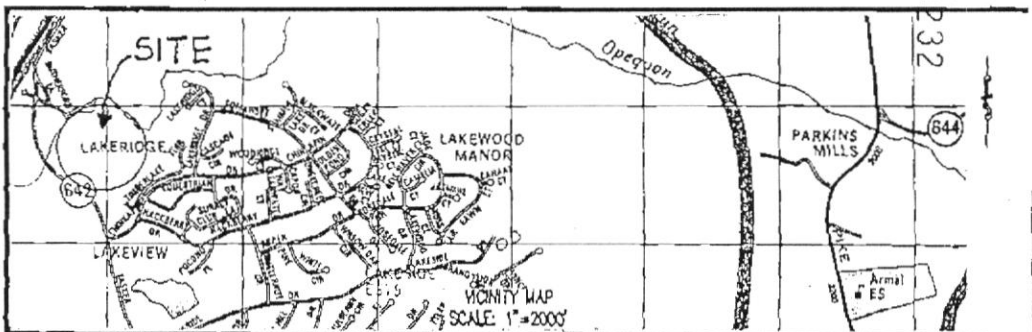
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PHONE (540) 867-0468 ~ FAX (540) 867-0469
EMAIL office@marshandlegge.com

DRAWN BY: PDB

DWG NAME: 4497-2

030025052



APPROVED BY

VIRGINIA DEPARTMENT OF TRANSPORTATION L. D. [Signature] DATE 10 Oct 03
 FREDERICK COUNTY SANITATION AUTHORITY John E. Whitace DATE 29 AUG 03
 FREDERICK COUNTY SUBDIVISION ADMINISTRATOR Petah T. Darnold DATE 10/30/03

OWNER'S CONSENT

The above and foregoing MINOR SUBDIVISION of the land of SHAWNEE VILLAGE, L.C., as appears in the accompanying plats, is with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, if any.

BY [Signature] DATE Oct 30 2003
 SHAWNEE VILLAGE, L.C.

NOTARY PUBLIC

I, Bruce H. Dalling Notary Public in and for the State of Virginia, at large, do certify that Daryl Holliday on behalf of SHAWNEE VILLAGE, L.C., whose name is signed to the foregoing Owner's Consent, has acknowledged the same before me in my State.

Given under my hand this 30th day of October, 2003.

My commission expires July 31, 2007

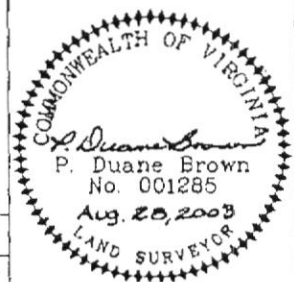
Bruce H. Dalling

SURVEYOR'S CERTIFICATE

I hereby certify that the property contained in this MINOR SUBDIVISION is a portion of the property (Parcel One) that was conveyed to SHAWNEE VILLAGE, L.C. (PIN 75-A-88D) by deed dated December 10, 2001 (adjusted by deed dated April 22, 2003), said deeds recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia as Instrument 010017570 and as Instrument 030011778, respectively.

P. Duane Brown
 P. DUANE BROWN, L.S.

MINOR SUBDIVISION OF 30.7441 ACRES
 STANDING IN THE NAME OF
SHAWNEE VILLAGE, L.C.
 INSTRUMENT NUMBER 030011778
 SHAWNEE MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA



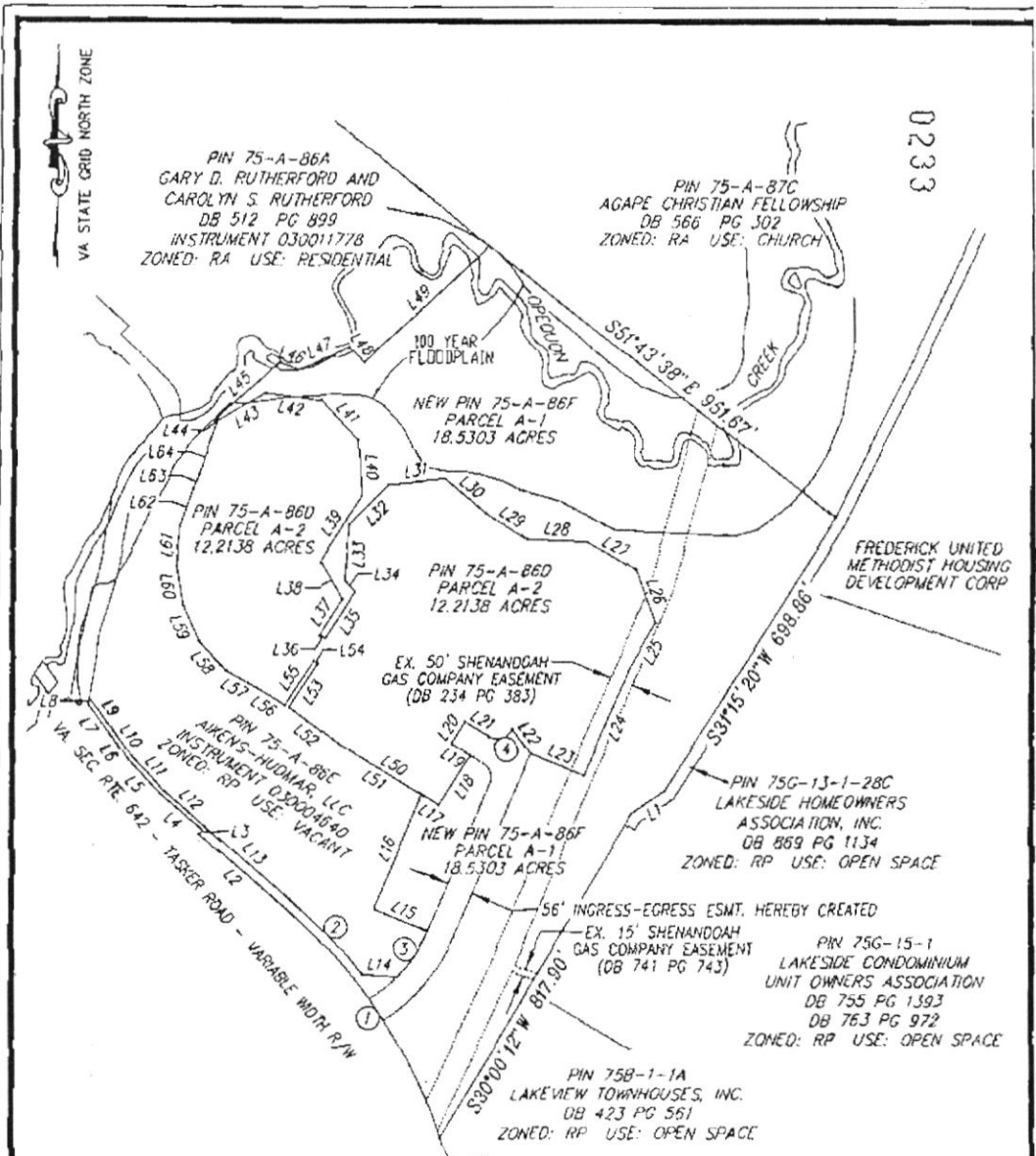
DATE: AUG. 27, 2003 | COVER SHEET | SHEET 1 OF 3



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DRAWN BY: PDB

DWG NAME: 4497-1



- NOTES:
1. NO TITLE REPORT FURNISHED.
 2. EASEMENTS OTHER THAN SHOWN MAY EXIST.
 3. IRON RODS ARE TO BE SET AT ALL CORNERS NOT PREVIOUSLY MONUMENTED.
 4. EXISTING ZONING: RP
 5. SEE SHEET 3 FOR CURVE AND LINE TABLES.

MINOR SUBDIVISION OF 30.7441 ACRES
 STANDING IN THE NAME OF
SHAWNEE VILLAGE, L.C.
 INSTRUMENT NUMBER 030011778
 SHAWNEE MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA

300 0 300



DATE: AUG. 27, 2003 SCALE: 1"=300' SHEET 2 OF 3

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DRAWN BY: PDB
 DWG NAME: 4497-1

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	31°27'57"	1,132.05'	621.70'	318.91'	613.92'	N33°32'57"W
2	11°23'52"	1,152.05'	229.18'	114.97'	228.80'	S43°35'00"E
3	19°55'54"	347.00'	120.71'	60.97'	120.10'	N33°34'41"E
4	98°59'27"	35.00'	60.47'	40.97'	53.22'	N71°54'18"E

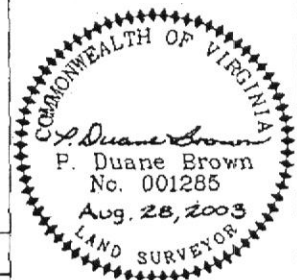
LINE TABLE

LINE	BEARING	DISTANCE
L1	S54°45'12"W	88.78'
L2	N49°16'55"W	239.15'
L3	N40°04'26"E	11.27'
L4	N49°55'34"W	117.87'
L5	N42°50'50"W	102.29'
L6	N34°15'36"W	67.04'
L7	N35°42'34"W	78.66'
L8	N08°13'53"E	14.41'
L9	S35°42'34"E	89.16'
L10	S34°15'36"E	66.41'
L11	S42°50'50"E	100.92'
L12	S49°18'27"E	117.48'
L13	S49°16'55"E	239.15'
L14	S87°10'13"E	75.80'
L15	N67°35'26"W	126.92'
L16	N22°24'34"E	266.56'
L17	S58°35'59"E	44.62'
L18	N31°24'01"E	127.00'
L19	N58°35'59"W	45.55'
L20	N31°03'12"E	56.00'
L21	S58°35'59"E	59.92'
L22	S35°34'07"E	68.05'
L23	S67°35'26"E	125.00'
L24	N22°24'34"E	253.39'
L25	N28°30'11"E	116.63'
L26	N20°40'09"W	122.02'
L27	N60°04'01"W	122.02'
L28	N88°06'52"W	125.45'
L29	N58°35'59"W	108.55'
L30	N50°07'47"W	116.53'
L31	S83°37'25"W	120.67'
L32	S44°13'33"W	120.67'

LINE TABLE

LINE	BEARING	DISTANCE
L33	S04°49'40"W	120.67'
L34	S42°41'18"E	33.45'
L35	S31°24'01"W	119.48'
L36	N58°35'59"W	15.00'
L37	N31°24'01"E	91.46'
L38	N30°02'10"W	94.38'
L39	N32°06'14"E	165.67'
L40	N03°35'23"W	120.67'
L41	N42°59'16"W	120.67'
L42	N82°23'08"W	120.67'
L43	S58°12'59"W	120.67'
L44	N43°06'26"W	5.23'
L45	N46°53'34"E	183.46'
L46	S73°49'22"E	45.00'
L47	N66°59'44"E	119.00'
L48	S43°06'26"E	44.00'
L49	N46°53'34"E	370.00'
L50	N58°35'59"W	252.00'
L51	N58°35'59"W	207.38'
L52	N53°32'52"W	136.28'
L53	N31°24'01"E	115.00'
L54	N58°35'59"W	10.00'
L55	S31°24'01"W	115.00'
L56	N58°50'41"W	69.75'
L57	N60°29'33"W	80.73'
L58	N39°24'47"W	85.65'
L59	N24°38'08"W	85.65'
L60	N09°51'29"W	85.65'
L61	N04°55'10"E	85.65'
L62	N18°45'55"E	85.84'
L63	N20°41'58"E	33.17'
L64	N18°49'06"E	120.67'

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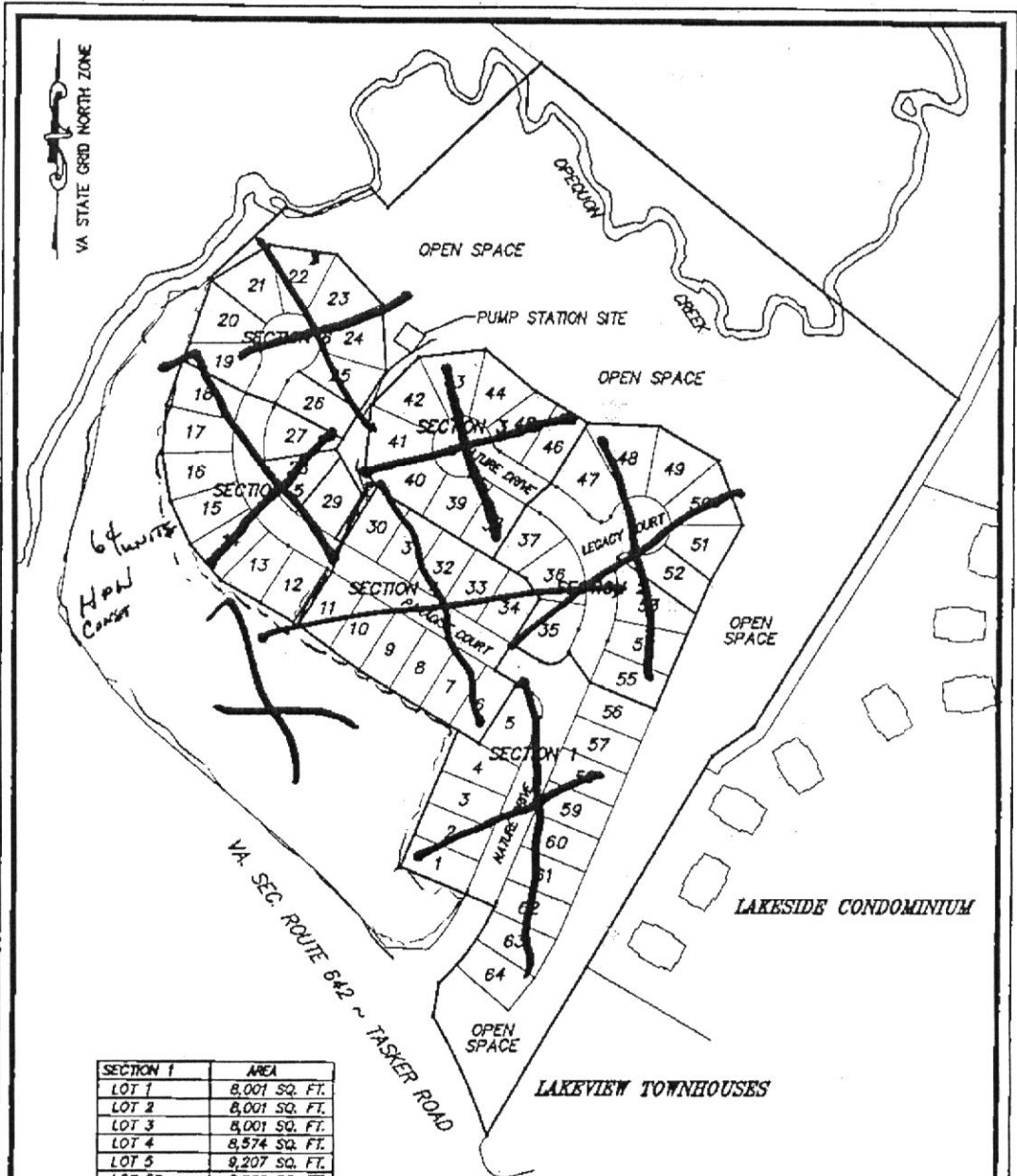


DATE: AUG. 27, 2003 | CURVE AND LINE TABLES | SHEET 3 OF 3

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DRAWN BY: PDB
 DWG NAME: 4497-1



SECTION 1	AREA
LOT 1	8,001 SQ. FT.
LOT 2	8,001 SQ. FT.
LOT 3	8,001 SQ. FT.
LOT 4	8,574 SQ. FT.
LOT 5	9,207 SQ. FT.
LOT 68	8,000 SQ. FT.
LOT 57	8,000 SQ. FT.
LOT 58	8,000 SQ. FT.
LOT 59	8,000 SQ. FT.
LOT 60	8,000 SQ. FT.
LOT 61	8,000 SQ. FT.
LOT 62	8,127 SQ. FT.
LOT 63	8,437 SQ. FT.
LOT 64	8,437 SQ. FT.
OPEN SPACE	14.3406 ACRES
SECTION 2	AREA
LOT 35	10,070 SQ. FT.
LOT 36	9,198 SQ. FT.
LOT 37	8,150 SQ. FT.
LOT 47	10,781 SQ. FT.
LOT 48	10,972 SQ. FT.
LOT 49	9,394 SQ. FT.
LOT 50	9,394 SQ. FT.
LOT 51	8,186 SQ. FT.
LOT 52	8,967 SQ. FT.
LOT 53	10,788 SQ. FT.
LOT 54	8,795 SQ. FT.
LOT 55	8,000 SQ. FT.

SECTION 3	AREA
LOT 38	8,050 SQ. FT.
LOT 39	8,333 SQ. FT.
LOT 40	8,486 SQ. FT.
LOT 41	8,186 SQ. FT.
LOT 42	9,188 SQ. FT.
LOT 43	8,188 SQ. FT.
LOT 44	8,327 SQ. FT.
LOT 45	8,125 SQ. FT.
LOT 46	8,000 SQ. FT.
SECTION 4	AREA
LOT 6	8,001 SQ. FT.
LOT 7	8,001 SQ. FT.
LOT 8	8,001 SQ. FT.
LOT 9	8,001 SQ. FT.
LOT 10	8,189 SQ. FT.
LOT 11	8,236 SQ. FT.
LOT 30	8,085 SQ. FT.
LOT 31	8,090 SQ. FT.
LOT 32	8,050 SQ. FT.
LOT 33	8,050 SQ. FT.
LOT 34	8,078 SQ. FT.

SECTION 5	AREA
LOT 12	8,032 SQ. FT.
LOT 13	8,022 SQ. FT.
LOT 14	8,583 SQ. FT.
LOT 15	8,583 SQ. FT.
LOT 16	8,583 SQ. FT.
LOT 17	8,583 SQ. FT.
LOT 18	8,523 SQ. FT.
LOT 27	8,348 SQ. FT.
LOT 28	8,177 SQ. FT.
LOT 29	8,580 SQ. FT.
SECTION 6	AREA
LOT 19	8,341 SQ. FT.
LOT 20	9,188 SQ. FT.
LOT 21	9,188 SQ. FT.
LOT 22	9,188 SQ. FT.
LOT 23	9,188 SQ. FT.
LOT 24	9,188 SQ. FT.
LOT 25	8,197 SQ. FT.
LOT 26	8,655 SQ. FT.



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 SHAWNEE MAGISTERIAL DISTRICT
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 0 240