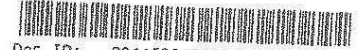


31034

Instrument Control Number

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Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A



Doc ID: 001153010022 Type: DEE
Recorded: 10/12/2005 at 11:17:42 AM
Fee Amt: \$36.00 Page 1 of 23
Albemarle County, VA
Shelby Marshall Clerk Circuit Court
File# 2005-00018971

BK 3085 PG 521-542

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Date of Instrument: [10/12/2005]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [21]

City County [Albemarle County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name First Name Middle Name or Initial Suffix

[ADVANCE MILLS LAND] [CHARLES WM HURT TRU] [] []

[ADVANCED MILLS LAN] [SHIRLEY L FISHER TRUST] [] []

First and Second Grantees

Last Name First Name Middle Name or Initial Suffix

[ADVANCE MILLS LAND] [] [] []

[FRAYS GRANT LLC] [] [] []

Grantee Address (Name) [FRAY'S GRANT LLC
(Address 1) [170 S PANTOPS DRIVE
(Address 2) [
(City, State, Zip) [CHARLOTTESVILLE] [VA] [22911

Consideration [0 00] Existing Debt [0 00] Assumption Balance [0 00]

Prior Instr. Recorded at: City County [] Percent. in this Juris. [100

Book [] Page [] Instr. No []

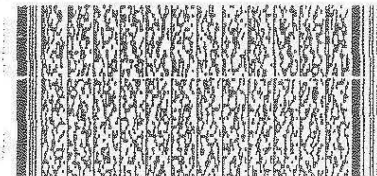
Parcel Identification No (PIN) [19-30 & 19-32 & 19-32A & 19-32B

Tax Map Num. (if different than PIN) [19-30 & 19-32 & 19-32A & 19-32B

Short Property Description [FRAYS GRANT SUBDIVISION PHASES 1 & 2

Current Property Address (Address 1) [
(Address 2) [
(City, State, Zip) [] []

Instrument Prepared by [LOIS HAVERSTROM
Recording Paid for by [SOUTHERN DEVELOPMENT
Return Recording to (Name) [SOUTHERN DEVELOPMENT
(Address 1) [170 S PANTOPS DRIVE
(Address 2) [
(City, State, Zip) [CHARLOTTESVILLE] [VA] [22911
Customer Case ID [] []



**FRAY'S GRANT
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS**

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**FRAY'S GRANT
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS**

THIS DECLARATION made this 28th day of September, 2005, by FRAY'S GRANT, LLC, a Virginia limited liability company, and, CHARLES WM. Hurt and SHIRLEY L. FISHER, as Trustees for the ADVANCE MILLS LAND TRUST II dated June 1, 2000 ("Declarant"), provides:

WITNESSETH:

WHEREAS, the Declarant is the Owner or Beneficial Owner of certain real property, in Albemarle County, Virginia, know as Fray Grant Subdivision, Phase 1 and 2, containing a total of 55 lots, as more particularly described in Section 2.01 hereof (the "Property"), and created thereon (and on such additional Property as may hereafter be subjected to the provisions of this Declaration) a subdivision known as "Fray's Grant";

WHEREAS, the Declarant desires to subject the Property, as set forth in section 2.01, to covenants, restrictions, easements, conditions, reservations, liens and charges to which the Property shall henceforth be subject, each and all of which is and are for the benefit of said Property and the Owners thereof.

NOW THEREFORE, the Declarant hereby declares that the Property described in Section 2.01 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, and any valid amendments or supplements hereto, which are imposed to enhance and protect the value and desirability of the real property in Fray's Grant. The provisions set forth herein shall run with the land and shall be binding upon any and all parties who have or shall acquire any right, title and/or interest in all or any part of the Property subject to this Declaration, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

Section 1.01. "Architectural Review Board" or ARB shall mean and refer to the board established in Article VII below for the purpose of controlling and regulating the development and the external design, appearance, landscaping, grading and use of the Lots and the structures and other improvements thereon.

Section 1.02. "Association" shall mean and refer to the Fray's Grant Property Owners Association, a Virginia non-stock, non-profit corporation, its successors and assigns. The actual

name of the Association may be changed to reflect name availability with the State Corporation Commission.

Section 1.03. "Declarant" shall mean and refer to Fray's Grant, LLC, a Virginia limited liability company, and any successor in interest or assignee as Declarant with regard to Fray's Grant.

Section 1.04. "Declaration" shall mean and refer to the covenants, conditions, restrictions, easements, reservations, liens and charges and all other provisions herein set forth in this entire document, as same may from time to time be amended or supplemented.

Section 1.05. "Fray's Grant" shall mean and refer to the Property described in Section 2.01 hereof which is hereby subjected to this Declaration.

Section 1.06. "Lot" shall mean and refer to any plot of land designated as a "Lot" upon any recorded plat of any portion or phase of Fray's Grant.

Section 1.07. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.08. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including the Declarant, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case where a Lot is held by one or more persons for life with the remainder to another or others, the term "Owner" shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen shall come into use, possession or enjoyment of such Lot.

Section 1.09. "Pond Owners" shall mean, the Owners of certain Lots whose property boundary lines are partially contained in either of the Ponds in Fray's Grant, being Lots 7, 8, 9, 10, 11, 12, 13 and 14. Lot 10 is the only Lot that has an interest in both ponds.

Section 1.10. "Roads" shall mean and refer to Fray's Ridge Crossing, Mossy Brook Court, Five Oaks Court, Smokehouse Court, Caddice Court, Hemlock Creek Way, Hemlock Creek Court, Sage Court, as shown and described on the plats referred to in Section 2.01 hereof.

Section 1.11. "Rural Preservation Tract Owners" shall mean the Owners of Lots 45 and 46 in Phase 2, that have been conveyed subject to a Deed of Easement to the County of Albemarle, Virginia, and to the easement co-holder, the Albemarle County Public Recreational Facilities Authority, as rural preservation tracts, in order to accomplish the purposes of the Open-Space Land Act (Virginia Code §10.1-1700, et seq.)

Section 1.12. "Supplementary Declaration" shall mean and refer to any declaration of restrictions, covenants and conditions which may be executed and recorded by the Declarant which extends the provisions of this Declaration to additional real property and contains such complementary or modifying provisions for such additional real property as are not inconsistent with the concept of this Declaration.

**ARTICLE 2
PROPERTY SUBJECT TO DECLARATION**

Section 2.01. Existing Property. The real property which at this time is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration (the "Existing Property") is described as all those certain fifty-five (55) lots situated in Albemarle County, Virginia, shown and described on the following plats:

(a) Plat showing a subdivision for Tax Map 19, Parcels 30, 32, 32A & 32B, Fray's Grant – Phase 1, Lots 1 thru 44 dated September 1, 2005 by Rivanna Engineering & Surveying, P.L.C. as recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3074, Pages 166 – 182; and,

(b) Plat showing a subdivision for Tax Map 19, Parcel 32B, Fray's Grant – Phase 2, Lots 45 thru 55, dated September 1, 2005 by Rivanna Engineering & Surveying, P.L.C. as recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3074, Pages 183 - 191 (collectively, the "Plat").

**ARTICLE 3
ROADS; SHARED DRIVEWAYS AND EASEMENTS**

Section 3.01. Dedication to Public Use. The Declarant shall have the right and power and does hereby dedicate to public use:

(a) All Roads, as described in Section 1.10 so that they may be accepted into the Virginia State Highway System and thereby be publicly maintained; and,

(b) The easement(s) reserved by the Declarant in this Article 3 which are required by a public body to be dedicated in order for the Roads to be accepted into the Virginia State Highway System.

Section 3.02. Shared Driveway Easements and Maintenance. This Declaration does hereby establish and impose permanent, non-exclusive easements and shared driveways of the width and dimension shown on the Plat, as follows:

(a) Over, through and across Lots 48 and 49 for the sole use and benefit of and appurtenant to Lots 47 and 48, and to serve a single residence on each such Lot, along and across that certain strip of land designated as "30' Access Easement" as shown and described on the Plat, for ingress and egress to and from Hemlock Creek Way ("Private Access Easement No. 1"). The access driveway for Lot 49 shall be a separate driveway directly off of Hemlock Creek Way.

(b) Over, through and across Lots 45 for the sole use and benefit of and appurtenant to Lots 45 and 27, and to serve a single residence on each such Lot, along and across that certain strip of land designated as "30' Access Easement" as shown and described on the

Plat, for ingress and egress to and from Hemlock Creek Court ("Private Access Easement No. 2").

(c) Driveway access to Lot 44 and 46 shall be off of Buffalo River Road / State Route 604. Driveway access to Lot 1 shall be off of Frays Mountain Road / State Route 664.

Section 3.03. Initial Cost and Continued Maintenance. The Private Access Easements, as listed in Section 3.02 above, and the related improvements located therein are private and shall require private maintenance as hereinafter set forth. The initial construction of the Private Access Easements shall be borne by and completed by the Declarant or assigns. The cost of repair, maintenance, upkeep, improvement, replacement, snow and ice removal (hereinafter "Maintenance") of the Private Access Easements and the private driveways located thereon will not be borne by the Owner's Association, the County of Albemarle, the Commonwealth of Virginia, the Virginia Department of Transportation of any other public agency, but rather shall be the responsibility of and be borne as follows:

(a) Continued Maintenance. The cost of all Maintenance on the Private Access Easements shall be subject to and borne as follows:

(i) Private Access Easement No. 1: The portion of this Private Access Easement extending from Hemlock Creek Way across Lots 48 and 49 to the point where the individual driveway serving Lot 48 leaves the Private Access Easement ("Lot 48 Terminus") shall be shared equally by Lots 47 and 48, with each Lot paying one-half (1/2) of the expense. Lot 47 shall solely pay the cost and expense from the Lot 48 Terminus for the remainder of the Private Access Easement.

(ii) Private Access Easement No.2: The portion of this Private Access Easement extending from Hemlock Creek Court across Lot 45 to the point where the driveway serving the barn or any other dependency structures on Lot 45 leaves the Private Access Easement ("Lot 45 Terminus") shall be shared by Lots 27 and 45 as follows: one-third (1/3) by Lot 45 and two-thirds (2/3) by Lot 27. Lot 27 shall solely pay the cost and expense from the remainder of the Private Access Easement beyond the Lot 45 Terminus.

(b) Initial Construction. During the period of any site development and/or construction on a Lot, the Owner of such Lot shall keep his/her Private Access Easement free and clear of dirt, mud and/or debris. Each such Lot Owner shall be solely and exclusively responsible for and shall fully bear the costs of maintenance within his/her Private Access Easement necessitated by construction activity on his/her Lot. Each such Owner shall restore any portion of the Private Access Easement damaged by his/her construction activities to at least its prior condition upon completion of such construction.

(c) Minimum Standard for Private Access Easement. All Private Access Easements shall be maintained, so that they are passable by ordinary passenger vehicles and in the same or better condition as originally constructed by the Developer, except temporarily during periods of ice or snow. The Private Access Easements shall be of the same materials as required for individual driveways throughout Fray's Grant, as set forth in Section 8.09. After the initial construction of the Private Access Easements, any further

construction, maintenance or repairs shall be undertaken with the mutual written consent of those lot owners authorized to use a particular Private Access Easement and pay for the upkeep. Said owners may agree among themselves to include the cost of snow and ice removal as a minimum standard hereunder. After the initial construction of the Private Access Easement, any further construction, maintenance or repair shall be undertaken with the mutual consent of all owners, provided that in the event that one of the owners determines that the Private Access Easement is not reasonably open for usage or reasonably passable by passenger vehicles, except in severe temporary weather conditions, and such owner gives thirty (30) days prior written notice to all other owners using the Private Access Easement, such owner may commence or contract for maintenance or repair to bring the Private Access Easement to the minimum standard and the charges therefore shall be the responsibility of all owners using the Private Access Easement.

(d) Defaulting Owner(s). If any owner shall fail to pay his/her proportionate share of the costs of maintenance or repair for which he/she is responsible, as provided hereinabove, any other owner not in default, or the person or corporation performing such maintenance, may after thirty (30) days written notice to the defaulting parcel owner(s) bring an action of law against each defaulting parcel owner in a court of competent jurisdiction and/or may record in the Clerk's Office of the Circuit Court of Albemarle County, a Notice of Lien against all of the said defaulting parcel owners to secure the payment of the assessment of a parcel failing to pay his/her proportional share of maintenance or repair. The amount due by any delinquent Owner shall bear interest at the maximum judgment rate provided by law from the date of completion of the maintenance; and the delinquent Owner shall be liable to pay all costs of collection, including reasonable attorney's fees.

Section 3.04. Dedication to Subdivision Owners Use: There are no common areas within the Fray's Grant Subdivision, except that the Owners of Lots 7, 8, 9, 10, 11, 12, 13 and 14 may utilize the pond(s) adjacent to his/her Lot as set forth in Section 4.03.

Section 3.05. Entrance and Landscape Easement. The Declarant hereby establishes and imposes for the benefit of the Association and for all Lots, an easements for the purpose of planting, installing, constructing and maintaining such grass, trees, bushes, flowers, grades, fences, stone walls, well, irrigation, street and subdivision identification signs, and such other landscaping and structures as Declarant or the Association may deem desirable and appropriate (hereinafter referred to as the "Entrance and Landscape Easements"). The Declarant and the ARB shall have the right to determine the nature and extent of landscaping structures, and no Owner shall have the right to plant, install or construct any grass, trees, bushes, flowers, grading, fences, stone walls, signs or any other landscaping and or structures within the landscape easement, except as expressly permitted and authorized in writing by the Association and the ARB. The Entrance and Landscape easements shall be in the following locations: Along Lots 2 and 3, delineated as "Access & Maintenance Easement" on the Phase I, Fray's Grant Plat described in Section 2.01 above. The Entrance and Landscape Easement may include a well for irrigation and it will be metered separately to the Property Owner's Association for electric purposes.

Section 3.06. Maintenance of the Entrance and Landscape Easement. The initial entrance improvements, including any grass, trees, bushes, flowers, grades, fences, stone walls, street and subdivision identification signs shall be borne by the Declarant. Upon completion of such work Declarant shall give written notice to the Association of such completion and thereupon shall have no further responsibility for the maintenance and upkeep of the Entrance and Landscape Easement. Upon receipt of such notice from the Declarant, the Association shall maintain, mow, improve and replace all landscaping and structures located in the landscape easement using moneys provide by the annual and special assessments as described in Article 6. The cost of maintaining the Entrance and Landscape Easement shall include repairs or replacement of the irrigation system and the monthly electric bill.

Section 3.07. Cul-de-Sac Landscaping and Maintenance. The Property Owner's Association shall assess for landscaping and maintenance of the planting islands in each of the cul-de-sacs. Such landscaping and beautification may include grass, trees, bushes, flowers and other landscaping materials, as permitted by V/DOT.

Section 3.08. Regulation of Traffic and Parking. Until such time as the Roads are accepted for public maintenance, the Declarant shall have the right and power to place any reasonable restrictions upon the use of the Roads, including the establishment of speed limits and regulation of parking along the Roads.

Section 3.09. Maintenance. The initial construction of the Roads shall be paid for by and shall be completed by the Declarant. Thereafter and until such time as the Roads may be accepted into the State Highway System, the necessary money for the future repair, maintenance, improvement, enhancement or replacement ("Maintenance") of the Roads will not be borne by any Owner, but, rather, shall be provided by the Declarant.

Section 3.10. Damage By or Negligence of Owner or Declarant. Notwithstanding any other provision of this Declaration, if the Declarant or any Owner through his own negligence or through his construction, development or other unusual activity on his Property or Lot causes a Road to be damaged, then he shall be solely and exclusively responsible for the repair of such damage without the benefit of contribution from the other Owners.

Section 3.11. Temporary Construction Easements. The Declarant reserves unto himself, his successors and assigns, temporary, alienable easements within and across those portions of the Lots lying within fifty feet (50') of the centerline of the Roads for the construction and grading of the Roads, and the cutting, filling and grading of slopes and installation of drainage facilities. This temporary construction easement shall terminate upon completion of the Roads and their acceptance into the State Highway System.

Section 3.12. Utility, Drainage, Sight Distance, Etc. Easements.

(a) Generally. The Declarant reserves unto himself, his successors and assigns, perpetual and alienable easements and right of ways above ground and underground twenty feet (20') in width inside and along the front and rear Lot lines and ten feet (10') in width along the side Lot lines of all Lots subject to this Declaration: (i) to construct,

maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, pipes, and other suitable equipment for the conveyance of telephone, electricity, cable, communications and other utilities and public conveniences; (ii) for storm and surface water drainage, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof; (iii) to create, provide and maintain any sight distances and or slopes required by the Virginia Department of Transportation for use and/or acceptance for public maintenance of the Roads; and (iv) to meet any other condition or requirement of any governmental authority related to the subdivision and or development of Fray's Grant and/or the use of and/or acceptance of the Roads for public maintenance. In connection with the acceptance of the Roads for public maintenance, Declarant further reserves unto himself, his successors and assigns, a perpetual and alienable easement and right-of-way above ground and underground twenty feet (20') in width along all existing natural drainage swales and drainage ways within all Lots for construction and maintenance of storm and surface water drainage purposes as necessary.

(b) Drainage Easements. The Declarant reserves unto himself, his successors and assigns, perpetual and alienable drainage easements and rights of way above ground and underground as shown on the Plat, to construct, maintain, inspect, replace and repair pipes and swales for storm and surface water drainage.

(c) Scope of Easements. The easements provided for in this Section shall include the right to cut any trees, brush and shrubbery, change any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. No new trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall be placed within the easements provided for in this Section. The rights in this Section may be exercised by any licensee of the Declarant, but shall not be deemed to impose any obligation upon the Declarant to provide or maintain any utility or drainage services. Any damage resulting from the use of the easements hereby reserved shall be promptly rectified at the expense of the entity responsible for such damage.

(d) Dedication to Public Use. The Declarant shall have the right and power to dedicate to public use any drainage easement(s) reserved by the Declarant in this Section 3.06 which are required by a public body to be dedicated to provide storm and surface water drainage for the Roads in order to be accepted into the Virginia State Highway System.

Section 3.13. Entrances to the Roads. Any entrance to the Roads constructed by the Owner of a Lot within Fray's Grant shall be constructed and maintained by the Owner pursuant to standards approved by the Virginia Department of Transportation. If any Owner shall fail to so design, construct or maintain the entrance from the Roads to his Lot to meet the minimum specifications and standards of the Virginia Department of Transportation for a private entrance on a publicly maintained Road, Declarant shall have the right to bring such entrance into compliance with such specifications and standards and to collect the cost(s) of such work from such Owner (together with costs of collection, including reasonable attorneys' fees).

ARTICLE 4
STORMWATER MANAGEMENT / POND MAINTENANCE

Section 4.01. Stormwater Management. The Declarant entered into, or will enter into, a Storm Water Management Agreement with the Board of Supervisors of Albemarle County, Virginia. Among other items in the Agreement, it requires that the Declarant, his successors and or assigns, inspect and maintain the stormwater management system. The Agreement further grants that County permission to inspect the stormwater management system and imposes a duty to maintain the stormwater management. The Agreement is to be recorded in the Clerk's Office of the County of Albemarle and indexed under Board of Supervisors of Albemarle County, Virginia.

Section 4.02 Inspection, Repair and Maintenance Easement. For purposes of stormwater management and pond inspection, repair and maintenance as set forth in Section 4.01, there shall be a permanent, non-exclusive easement, 20 feet in width, around the entire perimeter of each pond, as well as a permanent, non-exclusive easement over and across Lots 6, 9 and 10 as shown on the Phase 1 plat recorded in the Clerk's Office of the Circuit Court of Albemarle County.

Section 4.02. Transfer of Pond Maintenance. Until the stormwater management basins are converted to permanent ponds, all maintenance shall be the responsibility of the Declarant. After the completion of construction of the ponds, the Declarant shall provide notice to the adjoining Lot Owners of their obligations to commence all further pond maintenance, pursuant to the Pond Maintenance Agreement contained herein.

Section 4.03. Pond Maintenance Agreement and Use. The following Fray's Grant Lot Owners are subject to this Pond Maintenance Agreement: Lots 7, 8, 9, 10, 11, 12, 13 and 14. The ponds, dams, spillways and slopes are for the benefit of the Lot Owners whose property boundary lines are a part of the ponds. The ponds, dams, spillways and slopes shall require private maintenance by said Lot Owners. The cost of construction, maintenance, upkeep or replacement of such ponds, dams, spillways and slopes will not be borne by the County, Commonwealth of Virginia or any other public agency. Lots 7, 8, 9 and 10, shall each bear one-quarter (1/4) of the costs and expenses for the pond that adjoins their Lots. Lot 10, 11, 12, 13, and 14, shall each bear one-fifth (1/5) of the costs and expenses for the pond that adjoins their Lots.

(a) At such time as the majority of the lot owners of a particular pond determine that the pond, dam, spillway, or slopes are in need of maintenance or repair, said majority of lot owners shall have the right to order such repairs as are necessary in order to keep the pond, dam, spillway, or slopes in good working condition. At least once a year, the Lot Owners shall bear the expense of an annual inspection, as set forth in the Stormwater Management Agreement and shall cause all such repairs as identified in the inspection or required by the County of Albemarle. All such maintenance and repairs shall serve as a Special Lot Assessment, to be prorated as indicated above.

(b) The use of the ponds is restricted to the Lot owners whose property lines comprise the respective ponds. The Owners of any Lot served by a pond shall each have reasonable use of the entire surface of such pond for swimming, fishing and non-motorized boating only. Each such lot owner shall be permitted to construct a dock on his property at the pond edge, but the design, construction, and location of said dock must be approved by the ARB. The maximum protrusion into the pond shall not exceed the lesser of the Lot Owners boundary line or fifteen (15'), which ever is less. Paddleboats, canoes, kayaks and similar non-motorized boats are permitted on the ponds. No motorboats, electric powered boats or model boats of any nature whatsoever shall be permitted on the ponds. Except in the case of emergency, repair and maintenance, no permitted use of the ponds shall give any Lot Owner the right of ingress or egress from the pond, except via their own Lot.

ARTICLE 5 FRAY'S GRANT PROPERTY OWNER'S ASSOCIATION

Section 5.01. Creation of Association. It is intended that the Fray's Grant Property Owner's Association, Inc., shall be a non-stock, non-profit membership corporation to be duly organized under the laws of the Commonwealth of Virginia for the purposes of carrying out the duties and exercising the rights set forth in this Declaration.

Section 5.02. Association Members. Every Owner of a Lot within Fray's Grant shall be a member of the Association. Fray's Grant Property Owners Association shall be a non-stock, non-profit membership corporation, duly organized under the laws of the Commonwealth of Virginia for the purposes of carrying out the duties and exercising the rights set forth in this Declaration and any amendments thereto.

Section 5.03. Membership and Voting Rights. Fray's Grant is divided into three classes of Ownership, Class A, Class B and Class C. Class A Members include all Lots 1 through 55. Class B Members include only those parcels where a property boundary line is part of a pond, that being Lots 7 through 14. Class C Members include only those parcels that are rural preservation tracts, that being Lots 45 and 46. Each Member of Class A shall be entitled to one (1) vote for each Lot owned by said Member, on those matters subject to vote for the entire subdivision, as set forth herein. Class B Members shall be entitled to one (1) vote for each Lot owned by said Member on those matters which impact pond maintenance and repairs, except the Lot 10 shall be entitled to one (1) vote per pond. Class C Members shall be entitled to one (1) vote for each Lot owned by said Member on those matters which impact the nature and use of the rural preservations tracts.

Section 5.04. One Vote per Lot. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members and the vote for such Lot shall be exercised as they among themselves determine. Except as otherwise set forth herein, only one vote shall be cast per Lot. This Declaration distinguishes between Class A, B and C lot owners to address uses protected under Rural Preservation that are set forth herein, as well as pond use, maintenance and special assessments.

Section 5.05. Duties. After the sale of the last Lot owned by the Declarant, the Association shall become the successor to the Declarant under this Declaration for all purposes including architectural review, the enforcement of all covenants, restrictions and conditions, and the granting of necessary and appropriate utility and drainage easements. Prior to the sale of all Lots by the Declarant, the Declarant shall have the right in his sole discretion to transfer any one or more (including all) of his rights, privileges and duties under this Declaration to the Association, which transfer shall be evidenced by an instrument executed by the Declarant and recorded in the appropriate Clerk's Office.

Section 5.06. Operation of the Association. Except where expressly otherwise set forth herein, the vote of the Owners of a majority of the Lots shall be deemed the vote of the Association, except that as long as the Declarant owns one (1) or more Lots within Fray's Grant, the Declarant must consent to such action for it to be deemed the action of the Association. The Association shall be governed by and operated in accordance with the provisions of this Declaration and any By-Laws of Fray's Grant Property Owners Association which may be adopted at a later date.

Section 5.07. Quorum and Majority. At any duly called meeting of the Association, a quorum for the conduct of business on any particular matter shall exist if at least sixty (60%) of the Lots entitled to vote on a particular matter are represented in person by at least one of the Owners, or by written proxies signed by the Owner(s) thereof. At any duly called meeting of the Association having a quorum necessary to conduct business on any particular matter, the majority of such Quorum shall decide any questions or matter relating to the matters that properly come before the meeting.

Section 5.08. Notice. All meetings of the Association shall be pursuant to written notice thereof, which shall be mailed or delivered at least thirty (30) days in advance, with notice of the agenda items to be mailed or delivered at least fifteen (15) days advance, to the Owners of all Lots entitled to vote upon any matter to be considered at the meeting. Notice shall be sent to the address of record, set forth on the tax records for the County of Albemarle, unless an Owner provides written notice to the Association of an alternate mailing address.

Section 5.09. Bylaws. The Association shall, at its first meeting, adopt a set of bylaws for the conduct of its business, which bylaw may not alter any of the provisions of this Declaration. In the event of any conflict between the bylaws and this Declaration, the provisions of the Declaration shall control.

Section 5.10. Responsibilities of the Association. The Association shall be responsible for the maintenance and improvement of the Entrance and Landscape Easement set forth on Lots 2 and 3 of Fray's Grant. The Association shall mow, clean and maintain the edges of the public right of way of all sides of the roads that are intended for public dedication. The Association shall be responsible for the periodic appointment of members to the ARB. The Association shall keep and maintain financial records tracking all income and expenses.

Section 5.11. Assumption of Declarant's Authority. At such times as the Declarant shall in writing so notify the Association, the Association shall become the successor of the Declarant for all purposes hereunder including but not limited to architectural review and enforcement of all covenants, restrictions and conditions, and the granting of necessary appropriate utility and drainage easements.

ARTICLE 6 ASSOCIATION MAINTENANCE ASSESSMENTS

Section 6.01. Assessment Lien. Each Class A Lot shall subject to the provisions of this Declaration, including any Lot subjected to the provisions hereof by any Supplementary Declaration, is hereby made subject to an assessment lien (the "Assessment") for (i) such repair, maintenance, upkeep, improvement, enhancement, replacement and electric service for the Landscaping Easement, and, (ii) mowing, cleaning and maintaining the edges of the public right of way of all sides of the roads that are intended for public dedication.

Section 6.02 Ponds - Special Assessment. The Special Assessments for pond upkeep, repair and maintenance shall be a charge and continuing lien upon Lots 7 through 14. Construction, repair, maintenance, upkeep and improvement of the pond(s) and the access easement, as the Class B Members vote on and approve, shall be collected and administered by the Fray's Grant Owners Association. This Special Assessment shall include annual inspection fees, as well as repairs, maintenance and replacements at the ponds.

Section 6.03. Allocation of Assessment. The Assessment in Section 6.01 shall be fixed at a uniform rate for all Lots assessed.

Section 6.04. Basis and Maximum of Annual Assessments. The annual assessments shall be made on the basis of a fiscal year coincident with the calendar year, beginning January 1 and ending December 31, and shall be determined by the Association based upon a budget of current and projected expenses adopted annually. The initial regular assessment on each Lot (whether improved or unimproved) shall be \$1,000.00 per year. Each fiscal year thereafter the annual assessment may be increased or decreased by up to 10% per year of the prior year's annual assessment, effective January 1st of each year without a vote of the membership, by the Board of the Association after due consideration of current and projected costs and needs of the Association. Any increase requested by the Association in the annual assessment above such annual 10% increase or decrease must be approved by the Owners of a majority of the Lots. The initial regular assessment and each regular assessment thereafter for Lot 1, 44 and 46, shall to 50% of the amount that is annually adopted.

Section 6.05. Assessment Lien. The lien to secure the payment of the Assessment shall at all times be subject and subordinate to any first lien mortgage, deed of trust or vendor's lien placed upon any Lot at any time, except that at such time as the Association places of record a Notice of Delinquency as to any particular Lot, then from the time of recordation of such Notice of Delinquency, the amount stated in such Notice of Delinquency shall become a lien prior to any mortgages, deeds of trust or vendor's liens placed of record subsequent thereto in the same

manner as a docketed judgment in the State of Virginia. Sale or transfer of any Lot shall not affect the lien herein provided for.

Section 6.06. Enforcement of Lien. The Association may bring an action at law or in equity against any Owner personally obligated to pay any Assessment, either in the first instance or for a deficiency following foreclosure, and interest and costs of any such action (including reasonable attorneys' fees) shall be added to the amount of such Assessment. The Association may, in addition to and not in limitation of all other legal and equitable rights provided to it, record in the same Clerk's Office as would be recorded a deed conveying the Lot, an instrument setting forth the name of the record Owner and the Lot with respect to which any Assessment is delinquent as herein provided (hereafter a "Notice of Delinquency") and a lien shall immediately be imposed upon such Lot to secure the payment of such Assessment, plus interest and costs (including a reasonable attorneys' fee). Every such lien so created may be foreclosed by equitable foreclosure at any time within five years after the date on which the instrument creating it was recorded. Regardless of whether the Notice of Delinquency has been recorded, the lien of the Assessment may be foreclosed by a bill in equity in the same manner provided for the foreclosure of mortgages, vendor's liens and liens of similar nature.

Section 6.07. Delinquent Assessment. The Assessment shall be payable in full within 30 days from the date of mailing of a bill therefore by the Association and, if not paid within such 30-day period, shall thereafter be deemed to be delinquent. A delinquent Assessment shall bear interest at the rate of twelve percent (12%) per annum, commencing as of the date of delinquency.

Section 6.08. Exempt or Reduced Assessment on Property. The following property shall be exempt from any Assessments, dues, and charges of the Association and from the lien provided for in this Section: (a) all property dedicated to and accepted by any public or quasi-public authority or body or any public utility; and (b) all Lots owned by the Declarant held for sale to the public, provided such exemption for Lots owned by the Declarant shall be applicable only as long as the Declarant maintains such Lots in a manner commensurate with the intent of the Declaration and other applicable rules, regulations and guidelines. In addition, the subsequent owner's of Lots 1, 44 and 46 shall had reduced regular Assessments as set forth in Section 6.04, but there shall be no such reduction for special Assessments, unless expressly approved by the Board of the Association for each such special Assessment. The Declarant, and subsequent thereto, the Property Owner's Association shall have the authority to assess regular and special dues as set forth herein.

ARTICLE 7 ARCHITECTURAL REVIEW

Section 7.01. Architectural Review. Until the sale of all Lots by the Declarant, the Architectural Review Board ("ARB") shall consist of one (1) to three (3) individuals appointed by the Declarant. When the Declarant no longer owns any Lots, or at such earlier time as the Declarant in his sole discretion may determine, as evidenced by an instrument recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, the selection of the members of the ARB shall be by the Association.

Section 7.02. Purpose. The ARB shall regulate the development and external design, color, appearance, landscaping, grading, use, site development, and location of the Lots and of the structures and other improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The ARB shall have the right to inspect all construction as it proceeds and the exteriors of completed projects, to determine that such construction is according to plans and specifications approved by the ARB.

Section 7.03. Conditions. No improvements, alterations, repairs, excavations, changes in grade, major landscaping or other work which in any way alters the exteriors of any Lot or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done unless and until the plans, specifications, working drawings, engineering studies and proposals for the same showing the nature, kind, shape, type, materials and location thereof shall have been submitted to and approved in writing by the ARB, pursuant to Section 7.04 hereof. No building, fence, wall, residence, structure or other improvement shall be commenced without the prior written approval of the ARB. The Declarant shall not be required to obtain the consent of or the approval of the ARB or of the Association for any land clearing, excavations, changes in grade, or other work performed by the Declarant and/or its respective contractors and/or subcontractors, in the construction of the Roads/or the installation of utilities and drainage facilities within Fray's Grant.

Section 7.04. Procedures. Owners shall submit ARB review applications in triplicate, along with a check in the amount \$100.00, payable to the Fray's Grant Property Owner's Association, to the Declarant, until the Declarant appoints the first ARB. Thereafter, applications and fees shall be submitted to the ARB Chairperson, appointed by the Association. In the event the ARB fails to approve, modify or disapprove in writing a request for approval required herein within thirty (30) days after plans, specifications, or other appropriate materials have been submitted in writing to it, approval will be deemed granted.

Section 7.05. Presumption. In the event that the appropriate court action has not been commenced within ninety (90) days after the completion of any activity requiring the approval of the ARB, it shall be conclusively presumed that such activity is approved by the ARB.

ARTICLE 8 USE RESTRICTIONS

Section 8.01. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by an Owner other than the Declarant without the written consent of the Declarant, his successors and assigns, and no portion less than all of any such Lot shall be conveyed or transferred by an Owner other than the Declarant; provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. No Lot shall be used as a roadway for access to any property lying outside of the

boundaries of Fray's Grant, without the written consent of the Declarant, his successors and assigns. Notwithstanding the foregoing, there shall be no restriction or prohibition whatsoever upon the Declarant against further subdivision and/or re-subdivision of the Existing Property, or any addition to the Existing Property, or any Lots.

Section 8.02. Single Family Dwellings. No building of any kind shall be erected or maintained upon any Lot except one private detached single-family dwelling and buildings accessory thereto, e.g., garages and gazebos, stables, barns, private greenhouses, pool houses, domestic animal shelters, tool sheds, etc. which have been approved by the ARB.

Section 8.03. Commercial and Professional Activities. No Lot or structures thereon shall be utilized for the conduct of any commercial or professional enterprise of any kind; provided, however, that this restriction shall not prohibit an Owner from personally engaging in activities within a structure on his/her Lot incidental to his/her business or profession which have no exterior manifestations, no on-site employee(s), and no business or profession-related pedestrian or vehicular traffic. Nothing herein shall restrict the permitted agricultural related activities on the two (2) rural preservation tracts, Lots 45 and 46, as set forth in Section 8.04.

Section 8.04. Permitted Uses on Rural Preservation Lots 45 and 46. Uses on the Rural Preservation Tracts, shall be governed, in part, by a Deed of Easement that establishes the Rural Preservation Tract pursuant to the Open-Space Land Act (Virginia Code §10.1-1700), by the Declarant, for the benefit of the County of Albemarle, Virginia and the Albemarle County Public Recreational Facilities Authority. Said Deeds of Easement are recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3074, Page 196 and Deed Book 3074, Page 206, respectively for Lots 45 and 46. Lots 45 and 46 shall further be governed by the terms of these Covenants and Restrictions. Any conflict between the terms of the Covenants and Restrictions and the Deed of Easement shall be interpreted so that the more restrictive terms apply.

Section 8.05. No Temporary Structures. No structure of a temporary character, partially completed dwelling, tent, or trailer shall be used on any Lot at any time as a residence, either permanently or temporarily for a time greater than three days.

Section 8.06. Roofing Material and Pitch. Each dwelling and accessory building constructed on any Lot shall have a roof made of cedar shakes, standing seam metal, slate, 300 pound composite shingle resembling cedar shakes or slate or other roofing material of similar appearance approved by the ARB. Neither tile nor asphalt shingles are permitted. Roof pitch shall be a minimum of 6 in 12.

Section 8.07. Minimum Square Feet. Each dwelling constructed on any Lot shall have a minimum of 3,000 square feet within the exterior walls, exclusive of basement, garage, and porches, whether open or closed.

Section 8.08. Siding, Decking and Garages. Each dwelling and accessory building constructed on any Lot shall be sided in brick, cedar, cedar shakes or hardiplank or material of similar appearance approved by the ARB. Vinyl siding is not permitted. Rear and side loaded

garages are preferred and encouraged. The ARB may consider the approval of a front loaded garage where it is not architecturally obtrusive and in keeping with planning for the topography on the lot. Porch and deck supports must be columns, masonry or other architecturally designed uprights as approved by the ARB.

Section 8.09. Driveway and Private Access Easement Construction. Private Access Easements and driveway may have a base of bluestone crusher-run during preliminary construction. Upon completion of one (1) residence served by the Private Access Easement, such Easement shall be oiled and topped with brown pea stone. Individual private driveways on each lot shall be paved with asphalt, stamped concrete, coble stone, brick or brick pavers or brown pea gravel. Each Owner shall be responsible for the proper installation of a culvert at the entrance of their driveway. Bluestone is not allowed as a finished surface on driveways or Private Access Easement.

Section 8.10. Foundations. All areas of exposed foundation will be bricked, stamped concrete, stone or parged.

Section 8.11. Landscaping. The location of any structure on a Lot shall be designed to preserve significant trees on the property, that being trees eighteen (18) inches or greater in diameter, measured at a height of four (4) feet from the ground. All landscaping plans must be submitted to the ARB for approval.

Section 8.12. No Signs. Except for any signs erected by the Declarant for the purpose of marketing the Lots within Fray's Grant, no billboards or signs of any kind shall be erected or maintained or displayed other than "For Sale" signs not greater than two square feet, which may be placed upon any Lot for sale. No signs may be placed at the entrance to Fray's Grant Subdivision.

Section 8.13. Exterior Lighting. If Lot Owners determine that exterior lighting is necessary, ground or post lights with shields are required to avoid light penetration on other Lots. If exterior lights are used for security purposes, sensors and timers are specifically encouraged. Flood lights attached to dwellings shall be strongly discouraged and, if installed, use of the flood lights shall be for emergencies and outside activities of short duration, specifically not more than three (3) hours. If flood lights are permitted in a specific situation, they shall have hoods attached and be directed downward. Electric Pole lighting or Sodium Vapor lights, with automatic dusk to dawn lighting are prohibited on all Lots in Fray's Grant. Lights for landscaping accents must be reviewed and approved by the ARB.

Section 8.14 Sewage Disposal. All sewage disposal will be private on each lot and in accordance with specifications of the governing Health Department.

Section 8.15 No Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.16 Setback Lines. No building or any part thereof shall be erected hereafter within seventy-five feet (75') of the boundary of any street or road or within fifty feet (50') of the rear Lot line, or within fifty feet (50') of any side Lot line. No suit shall be brought over ninety (90) days after the completion of any such structure on account of its location. The ARB reserves the right to waive these setback lines in individual cases.

Section 8.17 Non-Interference with Drainage. Nothing shall be done on any Lot that interferes with the drainage or surface water to the injury of any other Lot.

Section 8.18 Hunting and Shooting. No hunting or shooting shall be allowed unless the Declarant determines that wild animals constitute a nuisance, except that hunting and/or shooting shall be permitted on the Rural Preservation Lots 45 and 46, pursuant to all applicable Federal and State law. At no time shall the Owners of Lots 45 and 46 allow more than 3 hunters on their respective Lots. The Owners of the Rural Preservation Lots within Fray's Grant shall be solely responsible for any and all damage and injury caused by hunting or shooting activity on their respective Lots. Said Lot owners indemnify and hold harmless the Fray's Grant Property Owners Association against any and all lawsuits involving hunting and/or shooting activity, including court costs and attorneys fees.

Section 8.19 Mobile Homes Prohibited. No mobile home or house trailer shall be permitted or located on any Lot.

Section 8.20. Animals Prohibited and Animals Permitted. No hogs or swine, chickens, or mink shall be kept, raised or bred on any Lot at any time. Dogs, cats or other domestic household pets are allowed provided they are not kept, raised or bred for commercial purposes. Dog kennels are not permitted. Owner's animals are prohibited from running loose at large within Fray's Grant. Subject to the Lot restrictions listed herein, horses and ponies may be kept on a Lot so long as such horses and ponies do not constitute a nuisance to the Owners of other Lots and are not bred or raised for commercial purposes. The Owners of any lot having 5.0 acres or more may keep a horse(s) or pony(ies) on his/her Lot, provided that the following conditions are met: (a) the Lot Owner must have 2.0 acres of cleared pasture per animal, not inclusive of residential yard space; (b) adequate run-in shed, barn or stable building in place to accommodate the number of proposed animals; and, (c) each Lot Owner shall obtain written approval from the ARB before placing the animal(s) on the Lot.

Section 8.21. Vehicles. Except as may otherwise be expressly provided for in the rules and regulations adopted by the Association, no unlicensed vehicles, no recreational vehicle, no motor home, no trailer, no camper, no camper top, no bus, no truck over one (1) ton capacity, no boat, and no other machinery, shall be placed, stored, or parked on such Lots either temporarily or permanently, except in garages, barns, equipment sheds, or other storage structures approved by the ARB. Notwithstanding the foregoing, trucks, tractor trailer rigs and/or equipment may be temporarily parked on Lots in connection with the moving of furnishings into and out of a residence or in connection with construction activities being performed on the Lots.

Section 8.22. Diligent Completion of Construction. All construction, landscaping, or other work on any Lot shall be performed with diligence from the commencement until the completion

thereof, and in any case all construction shall be completed within twenty four (24) months from the issuance of a building permit.

Section 8.23. Maintenance of Lots. Each Lot (whether improved or unimproved) and the structures and other improvements thereon shall be kept and maintained in good order and repair, mowed on a regular basis and kept free of unsightly weeds, free of debris, and free of inoperable motor vehicles. Pastures and fence lines shall be mowed or bush hogged on a regular basis. In the event that any Lot or the structures or other improvements thereon shall be damaged by fire, windstorm or any other cause, the damage shall be promptly repaired and restored to its prior condition, or the damaged item demolished and removed and the ground surface restored to a condition approved by the ARB. If any Owner shall fail to maintain his Lot in compliance with this Section 8.16, then either Declarant and/or the Association shall have the right (but not the obligation) to perform the necessary corrective work and to collect the cost of such work from such Owner (together with costs of collection including reasonable attorneys' fees).

Section 8.24. Trees. No trees in excess of eight inches (8") in diameter, measured at four (4) feet from the ground, shall be cut down or removed from any Lot without the prior approval of the ARB, except for those trees authorized by the ARB to be removed in connection with the clearing and grading of the Lot (including as necessary for driveways and parking areas) prior to construction.

Section 8.25. Underground Utilities. All new lines, cable, wires, and pipes for utility services shall be installed underground, with the exception that necessary transformers, meters, junction boxes and similar equipment may be located above ground at locations approved by the ARB.

Section 8.26. Storage Tanks; Outside Storage. No elevated tanks of any kind shall be erected, placed or permitted on any part of any Lot. Any tank for use in connection with any structure constructed on any Lot, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view of neighboring Lots and the Roads. Plans for all enclosures of this nature must be approved by the ARB.

Section 8.27. Antennas, Aerials and Satellite Dishes. No television and/or radio antenna, aerial or satellite dish in excess of twenty-four inches (24') shall be placed on any Lot, or be fixed to or extend from the exterior of any structure on any Lot, unless approved by the ARB. No transmitting or receiving equipment which might interfere with television, radio or any other communications reception of Owners shall be used or permitted upon or within any Lot.

Section 8.28. Clothes Drying. No clothing, laundry, or wash shall be aired or dried on any portion of any Lot exposed to view from any other Lot, any adjoining property, or any Roads.

Section 8.29. Trash Containers. Trash cans, barrels and containers must be maintained within screened bins or out of sight from the Roads or any other Lot.

Section 8.30. Fences. All fences erected must be four (4)-board wood fence painted black.

Section 8.31. Mailbox. Each Lot will have one mailbox with a newspaper box at the entrance to that Lot. One type of mailbox with newspaper box will be approved by the ARB, and all mailboxes and newspaper boxes must be that same type.

ARTICLE 9 GENERAL PROVISIONS

Section 9.01. Non-Discrimination. Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or to otherwise make unavailable or deny any of the property owned by him in Fray's Grant to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting Fray's Grant relating to race, color, religion, sex or national origin which is inconsistent with this Section is recognized as being illegal and void and is specifically disclaimed.

Section 9.02. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the covenant either to restrain violation or to recover damages. Notwithstanding any other provisions of this Declaration which may appear to be contrary, such action may be brought by the Declarant, the Association, or the Owner of any Lot.

Section 9.03. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment, court order or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.04. Duration. The provisions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, and thereafter shall be automatically renewed for successive periods of ten (10) years unless modified, amended or terminated as provided in Section 9.05 hereof.

Section 9.05. Termination and Amendment. This Declaration may be amended, in whole or in part, or terminated at any time by the recordation of an instrument in the Clerk's Office, Circuit Court, Albemarle County, Virginia, signed by the Declarant [until such time as the Declarant has sold all Lots] and the Owners of a majority of the Lots, agreeing to such amendment, modification or termination. Sections 3.01, 3.02, 3.03 and 3.13, relating to private driveway easements and maintenance may not be terminated. Any amendment to the aforesaid sections must be in compliance with the Albemarle County Code.

ARTICLE 10 DECLARANT'S RIGHTS

Section 10.01. Declarant's Rights. Declarant hereby reserves to himself and/or his assigns, and each owner of any Lot by acceptance of a deed or other instrument of conveyance therefore

hereby agrees, that Declarant shall have the following rights, so long as Declarant owns one (1) or more Lots in Fray's Grant, to-wit:

- (a) The right to re-plat, vacate or withdraw any area, platted or unplatted, of the real property subject to this Declaration in accordance with the laws of the Commonwealth of Virginia;
- (b) The right to approve or disapprove any amendments to this Declaration and any amendment to any corporate documents related to the Association; and,
- (c) The right to conduct the development, construction, marketing, and sale of all Lots in Fray's Grant, owned by the Declarant.

**ARTICLE 11
CONSTRUCTION SEQUENCE**

Section 11.01. Construction Time Frames. Primary Dwellings must be completed and Certificates of Occupancy issued within twenty-four (24) months after the issuance of the County building permit. Primary Dwellings must be constructed before or simultaneous with the construction of any ancillary structure or agricultural dependency, except the Lots 45 and 46, the Rural Preservation Tracts, may construct farming dependencies and other structures permitted by the Rural Preservation Tract Deed of Easement, prior to commencing or completing a primary residence

IN WITNESS WHEREOF, the following signature and seal.

Advance Mills Land Trust II

 (SEAL)
Charles Wm. Hurt, Trustee

Fray's Gant, LLC

 (SEAL)
Frank T. Ballif, Manager

Advance Mills Land Trust II

 (SEAL)
Shirley L. Fisher, Trustee

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 21st day of September, 2005, by Charles Wm. Hurt and Shirley L. Fisher as Trustees for the Advance Mills Land Trust II.

My Commission Expires: October 31, 2007

[Signature]
Notary Public

(NOTARIAL SEAL)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 28th day of September, 2005, by Frank T. Ballif, as Manager of Fray's Grant, LLC, a Virginia limited liability company.

My Commission Expires: 7-31-08

[Signature]
Notary Public

(NOTARIAL SEAL)

RECORDED IN CLERKS OFFICE OF
ALBEMARLE ON
October 12, 2005 AT 11:17:42 AM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE §58.1-802
STATE: \$0.00 LOCAL: \$0.00
ALBEMARLE COUNTY, VA
SHELBY MARSHALL CLERK CIRCUIT COURT
[Signature]

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A



Doc ID: 002986630011 Type: DEE
Recorded: 03/27/2006 at 02:16:09 PM
Fee Amt: \$82.00 Page 1 of 11
Albemarle County, VA
Shelby Marshall Clerk Circuit court
File# 2006-00004872

BK 3181 PG 462-472

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [3/24/2006]

Instrument Type: [DEC-PL]

Number of Parcels [2]

Number of Pages [8]

City County [Albemarle County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Hurt Trustee]	[Charles]	[Wm]	[]
[Fisher Trustee]	[Shirley]	[L]	[]

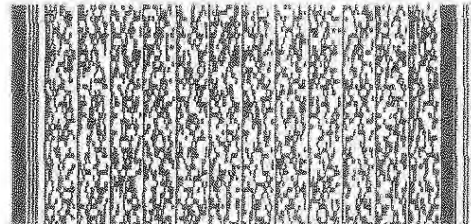
First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[Hurt Trustee]	[Charles]	[Wm]	[]
[Fisher Trustee]	[Shirley]	[L]	[]

Grantee Address (Name) [Advance Mills Land Trust II]
 (Address 1) [195 Riverbend Drive]
 (Address 2) []
 (City, State, Zip) [Charlottesville] [VA] [22911]
 Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) [19A-01 - 19A-55]
 Tax Map Num. (if different than PIN) [19A-01 - 19A-55]
 Short Property Description [Frays Grant Subdivision]
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [Earlyesville] [VA]

Instrument Prepared by [Lois A Haverstrom]
 Recording Paid for by [Southern Development Group Inc]
 Return Recording to (Name) [Southern Development Group]
 (Address 1) [170 South Pantops Drive]
 (Address 2) []
 (City, State, Zip) [Charlottesville] [VA] [22911]
 Customer Case ID [] [] []



Tax Map Parcels: 19A-01 through 19A-55

**FRAY'S GRANT
SUPPLEMENTARY DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS**

Supplementary Declaration 1

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(Version Date 03/16/06)

FRAY'S GRANT
SUPPLEMENTARY DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
Supplementary Declaration 1

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS, is made this 16th day of March, 2006, by FRAY'S GRANT, LLC, a Virginia limited liability company ("Declarant"), and, CHARLES WM. HURT and SHIRLEY L. FISHER, as Trustees for the ADVANCE MILLS LAND TRUST II dated June 1, 2000 ("Trustees"), provides:

WITNESSETH:

WHEREAS, the Declarant is the Owner and/or Beneficial Owner of certain real property, in Albemarle County, Virginia, being a majority of the Lots in Fray Grant Subdivision, Phases 1 and 2, at the time of the Supplementary Declaration.

WHEREAS, the Declarant, pursuant to section 9.05 may amend the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3085, Pages 521 through 542, in whole or in part by the recordation of an instrument in the Clerk's Office, Circuit Court, Albemarle County, Virginia, signed by the Declarant [until such time as the Declarant has sold all Lots] and the Owners of a majority of the Lots, agreeing to such amendment, modification or termination.

WHEREAS, the Declarant, and Declarant as present Owner of a majority of the Lots, desires to subject the Property, as defined in section 2.01 of the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the aforesaid Clerk's Office in Deed Book 3085, Pages 521 through 542, to this Supplementary Declaration.

NOW THEREFORE, the Declarant hereby declares that the Property described in Section 2.01 of the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the aforesaid Clerk's Office in Deed Book 3085, Pages 521 through 542, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, and any valid amendments or supplements hereto, which are imposed to enhance and protect the value and desirability of the real property in Fray's Grant. The provisions set forth herein shall run with the land and shall be binding upon any and all parties who have or shall acquire any right, title and/or interest in all or any part of the Property subject to this Declaration, and shall inure to the benefit of each Owner thereof.

ARTICLE 3
ROADS; SHARED DRIVEWAYS AND EASEMENTS

Amended and Restated Section 3.05. Entrance and Landscape Easement. The Declarant hereby establishes and imposes for the benefit of the Association and for all Lots, an easements for the purpose of planting, installing, constructing and maintaining such grass, trees, bushes, flowers, grades, fences, stone walls, well, irrigation, street and subdivision identification signs, and such other landscaping and structures as Declarant or the Association may deem desirable and appropriate (hereinafter referred to as the "Entrance and Landscape Easements"). The Declarant and the ARB shall have the right to determine the nature and extent of landscaping structures, and no Owner shall have the right to plant, install or construct any grass, trees, bushes, flowers, grading, fences, stone walls, signs or any other landscaping and or structures within the landscape easement, except as expressly permitted and authorized in writing by the Association and the ARB. The Entrance and Landscape easements shall be in the following locations: Along Lots 2 and 3, delineated as "Access & Maintenance Easement" on the Phase 1, Fray's Grant Plat described in Section 2.01 of the of the Declaration of Restrictions, Covenants and Conditions, dated September 28,2005, as recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3085, Pages 521 - 542, said Plat being recorded in the aforesaid Clerk's Office in Deed Book 3074, Pages 166 – 182, and as further described on the Plat attached hereto and made a part hereof, titled: Easement Plat for Tax Map 19, Parcel 32, Fray's Grant – Phase 1, Lot 2, by Rivanna Engineering & Surveying, PLC, dated February 10, 2006. The Entrance and Landscape Easement includes a well for the irrigation system and that shall be metered separately to the Property Owner's Association for electric purposes.

Amended and Restated Section 3.08. Regulation of Traffic and Parking. Until such time as the Roads are accepted for public maintenance, the Declarant shall have the right and power to place any reasonable restrictions upon the use of the Roads, including the establishment of speed limits and regulation of parking along the Roads. The road signs throughout Fray's Grant subdivision, shall be maintained by, and at the expense of, the Association pursuant to the terms of an Agreement for the Maintenance of Street Signs, dated February 7, 2006, by and between the Declarant and the County of Albemarle, Virginia, as recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3172, Pages 108-112.

ARTICLE 4
STORMWATER MANAGEMENT / POND MAINTENANCE

Amended and Restated Section 4.02. Inspection, Repair and Maintenance Easement. For purposes of stormwater management and pond inspection, repair and maintenance as set forth in Section 4.01, there shall be a permanent, non-exclusive easement, 20 feet in width, around the entire perimeter of each pond, as well as a permanent, non-exclusive easement over and across Lots 6, 9 and 10 as shown on the Phase 1 plat recorded in the Clerk's Office of the Circuit Court of Albemarle County, in Deed Book 3074, Pages 166-182. The 20 foot perimeter easements, as shown on the aforesaid Plat, remain in full force and effect, but the access easements on the Phase 1 Plat across Lots 6, 9 and 10 are hereby vacated and replaced

with an access easement solely across Lot 10, as shown on the Plat by Rivanna Engineering & Surveying, PLC, dated October 26, 2005, entitled: Plat Showing Access Easement for Tax Map 19, Fray's Grant – Phase I, Lot 10, as attached hereto and recorded herewith.

IN WITNESS WHEREOF, the following signature and seal.

Advance Mills Land Trust II

Fray's Grant, LLC

Charles Wm. Hurt (SEAL)
Charles Wm. Hurt, Trustee

Frank T. Ballif (SEAL)
Frank T. Ballif, Manager

Advance Mills Land Trust II

Shirley L. Fisher (SEAL)
Shirley L. Fisher, Trustee

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 24th day of March, 2006, by Charles Wm. Hurt and Shirley L. Fisher as Trustees for the Advance Mills Land Trust II.

My Commission Expires: 7-31-08

Lawrence A. Haverford
Notary Public

(NOTARIAL SEAL)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 24th day of March, 2006, by Frank T. Ballif, as Manager of Fray's Grant, LLC, a Virginia limited liability company.

My Commission Expires: 7-31-08

Lawrence A. Haverford
Notary Public

(NOTARIAL SEAL)

GENERAL NOTES

The land regulations listed/described herein are imposed pursuant to the Albemarle County Zoning Ordinance in effect this date, and are not restrictive covenants running with the land and their appearance on this plat is not intended to impose them as such.

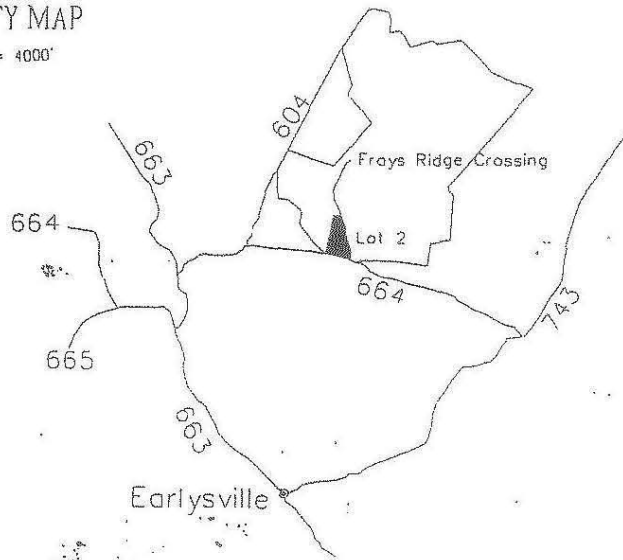
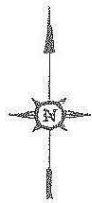
1. Source of title: FRAYS GRANT - PHASE 1 - LOT 2: ADVANCE MILLS LAND TRUST II DB 3074-166
2. This parcel is zoned RA.
3. This development is in the North Fork Rivanna Watershed

DRAWING INDEX

- 1 of 2 COVER SHEET
- 2 of 2 EASEMENT PLAT

VICINITY MAP

SCALE: 1" = 4000'



STATEMENT OF TITLE

The land shown was obtained by Advance Mills Land Trust II, as recorded in Deed Book 3074 Page 166, and to the best of my knowledge meets all the requirements regarding the platting of subdivisions.

Timothy R. Miller

OWNERS APPROVAL

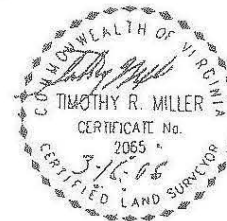
Conveyance of the easement shown is with the free consent and in accordance with the desire of the undersigned owner, proprietors and trustees. All statements affixed to this plat are correct to the best of my knowledge.

ADVANCED MILLS LAND TRUST II
P.O. BOX 8147
CHARLOTTESVILLE, VA 22906

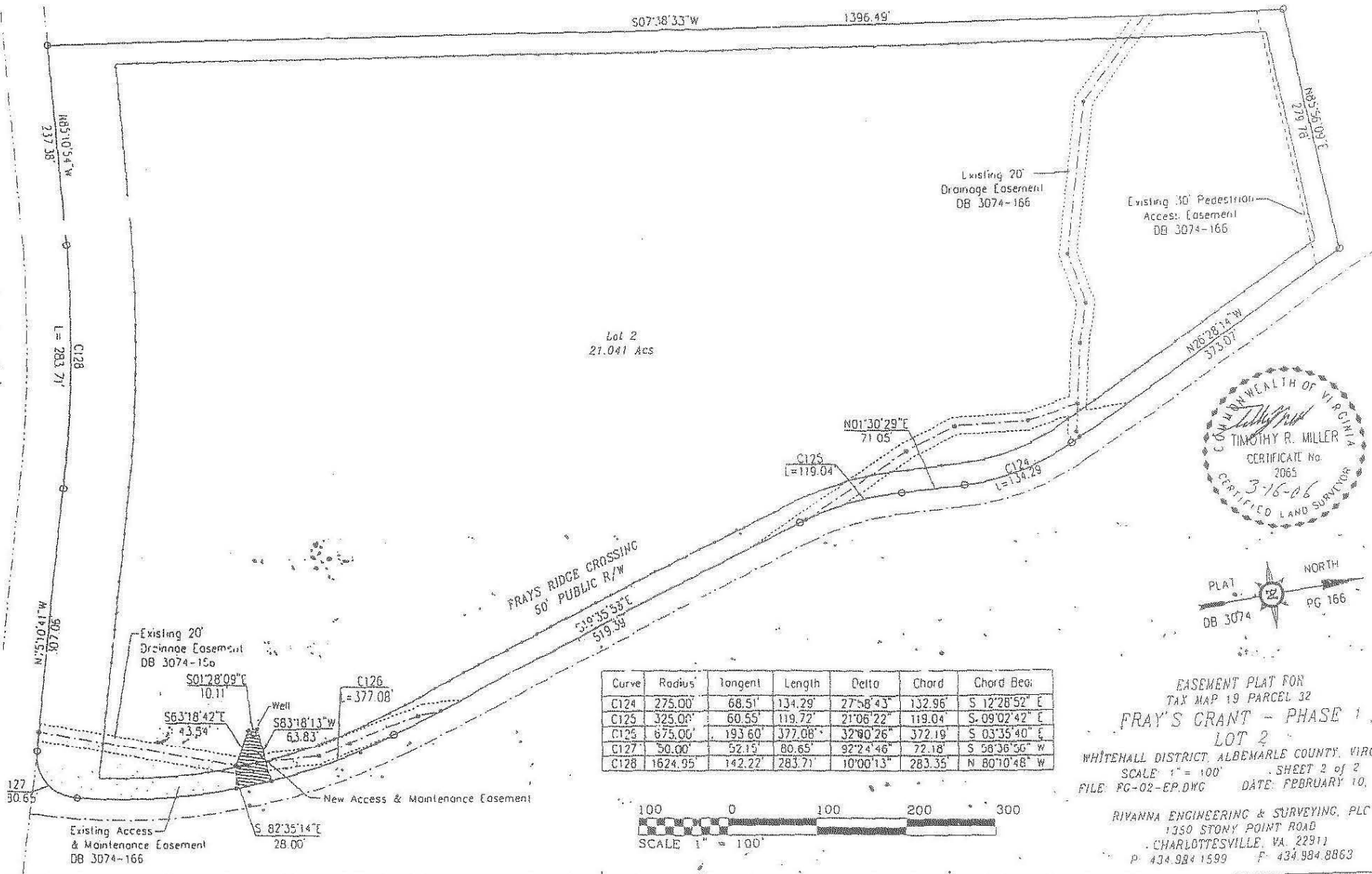
Shirley Ann Shultz, Trustee
Owner of Lot 2 Date: 3/6/06

To wit: The foregoing instrument was acknowledged before me this 6th day of March, 2006.

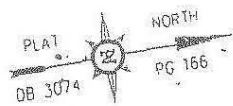
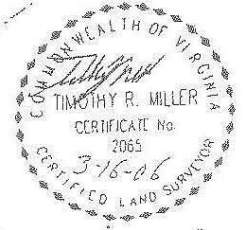
James R. Finkens
My commission expires: October 31, 2007



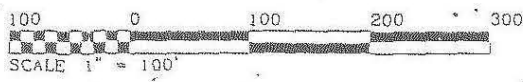
EASEMENT PLAT FOR
TAX MAP 19 PARCEL 32
FRAY'S GRANT - PHASE 1
LOT 2
WHITEHALL DISTRICT, ALBEMARLE COUNTY, VIRGINIA
SCALE: N/A SHEET 1 of 2
FILE: FC-02-EP.DWG DATE: FEBRUARY 10, 2006
RIVANNA ENGINEERING & SURVEYING, P.L.C.
1350 STONY POINT ROAD
CHARLOTTESVILLE, VA 22911
P 434.984.1599 F 434.984.8883



Lot 2
21.041 Acs



Curve	Radius	Tangent	Length	Delta	Chord	Chord Beg.
C124	275.00'	68.51'	134.29'	27°58'43"	132.96'	S 12°28'52" E
C125	325.00'	60.55'	119.72'	21°06'22"	119.04'	S 09°02'42" E
C126	675.00'	193.60'	377.08'	32°00'26"	372.19'	S 03°35'40" E
C127	50.00'	52.15'	80.65'	92°24'46"	72.18'	S 56°36'56" W
C128	1624.95'	142.22'	283.71'	10°00'13"	283.35'	N 80°10'48" W



EASEMENT PLAT FOR
TAX MAP 19 PARCEL 32
FRAY'S GRANT - PHASE 1
LOT 2
WHITEHALL DISTRICT, ALBEMARLE COUNTY, VIRGINIA
SCALE: 1" = 100' SHEET 2 of 2
FILE: PG-02-EP.DWG DATE: FEBRUARY 10, 2011
RIVANNA ENGINEERING & SURVEYING, PLC
1350 STONY POINT ROAD
CHARLOTTESVILLE, VA. 22911
P: 434.984.1599 F: 434.984.8863

GENERAL NOTES

The land regulations listed/described herein are imposed pursuant to the Albemarle County Zoning Ordinance in effect this date, and are not restrictive covenants running with the land and their appearance on this plot is not intended to impose them as such.

1. Source of title:
FRAYS GRANT - PHASE 1 - LOT 10: ADVANCE MILLS LAND TRUST II DB 3074-166
2. These parcels are zoned RA.
3. This development is in the North Fork Rivanna Watershed.

DRAWING INDEX

- 1 of 2 COVER SHEET
- 2 of 2 EASEMENT PLAT

VICINITY MAP

SCALE: 1" = 4000'



STATEMENT OF TITLE

The land shown was obtained by Advance Mills Land Trust II, as recorded in Deed Book 3074 Page 166, and to the best of my knowledge meets all the requirements regarding the platting of subdivisions.

Timothy Miller 2-10-06

OWNERS APPROVAL

The division of the land described herein is with the free consent of and in accordance with the desires of the undersigned owner, trustees, or proprietors. Any reference to future potential development is to be deemed as theoretical only. All statements affixed to this plat are true and correct to the best of my knowledge.

ADVANCED MILLS LAND TRUST II
P.O. BOX 8147
CHARLOTTESVILLE, VA 22906

Edward G. ...
Owner Lot 10
Trustees

To wit: The foregoing instrument was acknowledged before me this 8th day of Feb, 2005/6

Shirley A. ...

My Commission Expires 7-31-08

COUNTY APPROVALS

Amelia Y. Mc ...
Designated Agent for Albemarle County,
Board of Supervisors

3-9-06
Date



PLAT SHOWING ACCESS EASEMENT FOR
TAX MAP 19

FRAYS GRANT - PHASE 1
LOT 10

WHITEHALL DISTRICT, ALBEMARLE COUNTY, VIRGINIA
SCALE: N8NE
FILE: 19-32-EP.DWG DATE: OCTOBER 26, 2005

RIVANNA ENGINEERING & SURVEYING, PLC
1350 STONY POINT ROAD (P) 434.984.1599
CHARLOTTESVILLE, VA 22911 (F) 434.984.6563

Frays Grant
Phase 1
Lot 2
DB 3074-166
21.041 Acs

FRAYS RIDGE CROSSING
50' PUBLIC R/W

99.06'
54°10'45"E 150.96'
C70
L=158.70
50°30'29"W
71.05'



New 30' Access Easement
To Be Dedicated To Public Use

Frays Grant
Phase 1
Lot 10
DB 3074-166
21.057 Acs

Existing 30'
Access Easement
DB 3074-166

Phase 1
Lot 14
DB 3074-166
21.002 Acs

N27°05'34"W
349.80'

N36°38'57"E 462.68'

N 39°26'51"E 158.50'

N 06°25'36"E 189.86'

N 57°54'47"E 169.03'
N 32°09'32"E 153.98'

N22°14'02"E 502.36'
408.87'

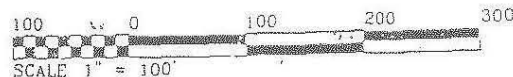
Existing Stormwater
Management
Maintenance Easement
DB 3074-166

Frays Grant
Phase 1
Lot 9
DB 3074-166
21.174 Acs

S53°06'47"W 619.11'

87.49'

Existing 30'
Access Easement
DB 3074-166
Hereby Vocoled



Frays Grant
Phase 1
Lot 8
DB 3074-166
6.536 Acs

Frays Grant
Phase 1
Lot 7
DB 3074-166
2.894 Acs

Frays Grant
Phase 1
Lot 6
DB 3074-166
2.107 Acs

MOSSY BROOK COURT
40' PUBLIC R/W

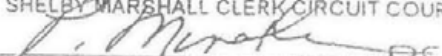
PLAT SHOWING ACCESS EASEMENT FOR
TAX MAP 19

FRAYS GRANT - PHASE 1
LOT 10

WHITEHALL DISTRICT, ALBEMARLE COUNTY, VIRGINIA
SCALE: 1" = 100' SHEET 2 OF 2
FILE: 19-32-EP.DWG DATE: OCTOBER 26, 2005

RIVANNA ENGINEERING & SURVEYING, PLC
1350 STONY POINT ROAD (P) 434.984.1599
CHARLOTTESVILLE, VA 22911 (F) 434.984.8863

RECORDED IN CLERKS OFFICE OF
ALBEMARLE ON
March 27, 2006 AT 2:16:09 PM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE § 58.1-802
STATE: \$0.00 LOCAL: \$0.00
ALBEMARLE COUNTY, VA
SHELBY MARSHALL CLERK CIRCUIT COURT


P. Murakami DC 74

Instrument Control Number

[Empty box for Instrument Control Number]

005310

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.66]



Doc ID: 003272590011 Type: DEE
Recorded: 04/10/2007 at 03:03:13 PM
Fee Amt: \$22.00 Page 1 of 1
Albemarle County, VA
Shelby Marshall Clerk Circuit Court
File# 2007-00005310

BK 3397 PG 646-656

T
A
X

E
X
E
M
P
T

C
O
R
P

Date of Instrument: [4/4/2007]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [9]

City County [Albemarle County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Advance Mills Land Trust]	[]	[
[Hurt	][Charles	][W	][Trustee

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[Advance Mills Land Trust]	[]	[
[Hurt	][Charles	][W	][Trustee

Grantee Address (Name) [Advance Mills Land Trust II]
(Address 1) [195 Riverbend Drive]
(Address 2) []
(City, State, Zip) [Charlottesville] [VA] [22911]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [] Percent. in this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) [Tax Map 19A Parcels 1 through 55]

Tax Map Num. (if different than PIN) [Tax Map 19A Parcels 1 through 55]

Short Property Description [Fray's Grant Subdivision Lots 1 through 55]

[]

Current Property Address (Address 1) [Fray's Grant Subdivision Lots 1 through 55]

(Address 2) []

(City, State, Zip) [Earlsville] [VA] [22936]

Instrument Prepared by [Lois Haverstrom]

Recording Paid for by [Southern Development]

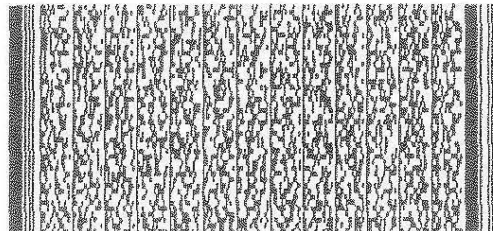
Return Recording to (Name) [Lois Haverstrom]

(Address 1) [170 South Pantops Drive]

(Address 2) []

(City, State, Zip) [Charlottesville] [VA] [22911]

Customer Case ID [] [] []



Tax Map Parcels: 19A-01 through 19A-55

**FRAY'S GRANT
SUPPLEMENTARY DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS**

Supplementary Declaration 2

TABLE OF CONTENTS

ARTICLE	GENERAL TOPIC	PAGE NUMBER
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Article 8	Use Restrictions	6
Article 11	Construction Sequence	7

(Version Date 4/2/07)

FRAY'S GRANT
SUPPLEMENTARY DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
Supplementary Declaration 2

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS, is made this 23rd day of March, 2007, by FRAY'S GRANT, LLC, a Virginia limited liability company ("Declarant"), and, SHIRLEY L. FISHER, as sole acting Trustee for the ADVANCE MILLS LAND TRUST II, pursuant to the terms of a certain Land Trust Agreement dated June 1, 2000 ("Trustees"), provides:

WITNESSETH:

WHEREAS, the Declarant is the Owner and/or Beneficial Owner of certain real property, in Albemarle County, Virginia, being a majority of the Lots in Fray Grant Subdivision, Phases 1 and 2, at the time of this Supplementary Declaration.

WHEREAS, the Declarant, pursuant to section 9.05 may amend the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3085, Pages 521 through 542, as amended at, Deed Book 3181, Page 462, in whole or in part by the recordation of an instrument in the Clerk's Office, Circuit Court, Albemarle County, Virginia, signed by the Declarant [until such time as the Declarant has sold all Lots] and the Owners of a majority of the Lots, agreeing to such amendment, modification or termination.

WHEREAS, the Declarant, and, the Declarant as the present Owner of a majority of the Lots, desires to subject the Property, as defined in section 2.01 of the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the aforesaid Clerk's Office in Deed Book 3085, Pages 521 through 542, and amended in Supplementary Declaration 1, in Deed Book 3181, Page 462, to this Supplementary Declaration 2.

NOW THEREFORE, the Declarant hereby declares that the Property described in Section 2.01 of the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the aforesaid Clerk's Office in Deed Book 3085, Pages 521 through 542, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, and any valid amendments or supplements hereto, which are imposed to enhance and protect the value and desirability of the real property in Fray's Grant. The provisions set forth herein shall run with the land and shall be binding upon any and all parties who have or shall acquire any right, title and/or interest in all or any part of the Property subject to this Declaration, and shall inure to the benefit of each Owner thereof.

ARTICLE 4
STORMWATER MANAGEMENT / POND MAINTENANCE

Amendment of Article 4, by the inclusion of new Section 4.05:

Section 4.05. Pond Maintenance Agreement and Use for Lots 14 and 15. In the event that the Owners of Lots 14 and 15 agree to construct a pond is utilizing acreage on Lots 14 and 15, then the Pond Maintenance and Use of the Pond shall be governed as follows:

(a) The pond, dam, spillway and slopes are for the benefit of the Lot Owners whose property boundary lines are a part of the pond. The pond, dam, spillway and slopes shall require private maintenance by said Lot Owners. The cost of construction, maintenance, upkeep or replacement of such pond, dam, spillway and slopes will not be borne by the County, Commonwealth of Virginia or any other public agency. Lots 14 and 15 shall each bear one-half (1/2) of the costs and expenses for the pond, dam, spillway and slopes, including cost, maintenance, upkeep and/or replacement. Lots 14 and 15 shall also share equally in the cost of installation of the "Pond Supply" system described in (c) below.

(b) At any time as the lot owners (Lot 14 and 15) of the pond determine and agree that the pond, dam, spillway, or slopes are in need of maintenance or repair, the lot owners shall have the right to order such repairs as are necessary in order to keep the pond, dam, spillway, or slopes in good working condition. However, no less than once a year or as otherwise agreed to by the Owners of Lots 14 and 15, the Lot Owners shall each bear one-half the expense of an annual inspection and shall cause all such repairs as identified in the inspection or required by the County of Albemarle. Lots 14 and 15 shall each bear one-half (1/2) of the costs and expenses for all pond, dam, spillway and slope maintenance and repair.

(c) The water level in the Pond shall be supplemented by a supply of water available to it via a system of pump(s) and pipes (the "Pond Supply") that withdraws water from the Storm Water Management Pond adjacent and touching upon to Lot 14, near the property line of Lots 13 and 14. The initial set up of the electric supply and meter will be coordinated by the owner of Lot 14 and the cost of the installation shall be shared equally between Lot 14 and 15. The Pond Supply shall run underground across the rear of Lot 14 and shall terminate at the Pond shared by Lots 14 and 15. Lot 14 is hereby subject to a 5 foot perpetual, non-exclusive easement centered on the Pond Supply pipe and 5 feet surrounding the pump, electric meter, electric lines and other equipment associated with the Pond Supply, for the benefit of the owners of Lot 14 and 15, for the sole purpose of allowing for operation and maintenance of the Pond Supply sufficient for its continual operation. Periods of severe drought may impact the ability of the Pond Supply to maintain water levels in the Pond.

(d) The electric required for the Pond Supply pump shall be metered and billed to either the owner of Lot 14 or 15. The owner who receives the bill shall promptly provide a copy to the other owner and the owners shall pay the bill in a timely manner, each submitted half to the electric utility. The owners may agree among themselves to other cost sharing and payment arrangements. In the event that either Lot Owner utilized pond

water for irrigation purposes, said Lot Owner shall pay any excess electric utility bill. The pump capacity shall not exceed 30 gallons per minute.

(e) The use of the pond is restricted to the Lot owners whose property lines comprise the pond (Lots 14 and 15). The Owners of any Lot served by a pond shall have reasonable use of the entire surface of such pond for swimming, fishing and non-motorized boating only. Each such lot owner shall be permitted to construct a dock on his property at the pond edge, but the design, construction, and location of said dock must be approved by the Architectural Review Board. The maximum protrusion into the pond shall not exceed the lesser of the Lot Owners boundary line or fifteen (15'), which ever is less. Paddleboats, canoes, kayaks and similar non-motorized boats are permitted on the ponds. The Owners of Lot 14 and 15 shall be permitted to utilize the pond water for purposes of irrigation, so long as such irrigation does not reduce the level of the water in the supplying storm water management pond. No motorboats, electric powered boats or model boats of any nature whatsoever shall be permitted on the pond. Except in the case of emergency, repair, maintenance, and as otherwise stated herein, no permitted use of the pond shall give any Lot Owner the right of ingress or egress from the pond, except via their own Lot.

Amendment of Article 4, by the inclusion of new Section 4.06. A through D:

Section 4.06. A. Stream Buffer Covenants and Restrictions. Notwithstanding anything contained in this Declaration to the contrary, those portions of Lots 1, 2, 4, 5, 21, 22, 23, 24, 26, 27, 28, 30, 36, 37, 38, 39, 42, 43, 44 and 45 that have perennial streams shall be subject to Stream Buffers. Said stream buffers shall be preserved in perpetuity in its natural state, by prohibiting the following activities:

- (1) Destruction or alteration of the preservation area shown on the aforesaid Plat other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers (USACE) and/or the Virginia Department of Environmental Quality (DEQ) under Permit # WP 4-04-1758;
- (2) Construction, maintenance or placement of any structures or fills, including, but not limited to, buildings, mobile homes, fences, and signs other than those which currently exist; provided, however, boardwalks, wildlife management structures, observation decks, one informative sign, and unpaved foot trails may be placed within the preservation area provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and subject to prior written approval by the USACE;
- (3) Ditching, draining, diking, damming, filling, excavating, grading, plowing, flooding or ponding, mining, drilling, placing of trash and yard debris or removing or adding topsoil, sand, or other materials (except as may be necessary on a case-by-case basis with prior written approval by USACE);
- (4) Permitting livestock to graze, inhabit or otherwise enter the preservation area; and,

(5) Cultivating, harvesting, cutting, logging, planting, and pruning of trees and plants, or using fertilizers and spraying with biocides (except as may be necessary on a case-by-case basis with prior approval by USACE).

Section 4.06. B. Amendment of Wetlands Covenants and Restrictions. Notwithstanding anything contained in this Declaration to the contrary, the covenants contained in this Section 4.06 shall not hereafter be altered in any respect without the express written approval and consent of the Declarant or its successor in interest and the USACE and DEQ. The Declarant or its successor may apply to the USACE and DEQ for vacation or modification of the covenants contained in this Section 4.06; provided, however, after recording, the restrictive covenants contained in this Section 4.06 may only be amended or vacated by a recorded document signed by the USACE and DEQ and the Declarant or its successor in interest.

Section 4.06 C. Compliance Inspections and Enforcement. The USACE, DEQ, and its authorized agents shall have the right to enter and go upon the Properties to inspect the Properties and take actions necessary to verify compliance with the restrictive covenants contained in Section 4.06. The restrictive covenants contained in Section 4.06 shall be enforceable by any proceeding at law or in equity or administrative proceeding by the USACE or DEQ, or Declarant, any Owner of a Lot within the Properties, or the Association. Failure by any agency, Declarant, any Owner or the Association to enforce any covenant or restriction contained in this Section 4.06 shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.06. D. Conflicting Provisions. To the extent the covenants contained in this Article 4.06 conflict with any laws, ordinances or regulations of Albemarle County, or the Commonwealth of Virginia, as they may be revised or amended, the stricter formulation shall apply.

ARTICLE 5 FRAY'S GRANT PROPERTY OWNER'S ASSOCIATION

Amended and Fully Restated Section 5.10. Responsibilities of the Association.

The Association shall be responsible for the maintenance and improvement of the Entrance and Landscape Easement set forth on Lots 2 and 3 of Fray's Grant. The Association shall mow, clean and maintain the edges of the public right of way of all sides of the roads that are intended for public dedication. The Board of Directors of the Association shall be responsible for the periodic appointment of members to the ARB. The Association shall keep and maintain financial records tracking all income and expenses. The Association, by a majority vote of the Board of Directors, shall have the authority to enforce the Storm Water Management Agreements entered into with the County of Albemarle and Stream Preservation Agreements entered into with the Commonwealth of Virginia and may levy in any assessment year a special assessment (applicable to that calendar year only) for the purposes of defraying in whole or in part the costs and expenses for compliance with and enforcement of these restrictive covenants. The Association shall have all other authority, rights and responsibilities as set forth in Section 55-509, et al. of the Code of Virginia, titled the Virginia Property Owners' Association Act.

ARTICLE 6
ASSOCIATION MAINTENANCE ASSESSMENTS

Amended and Fully Restated Section 6.02. Ponds and Streams – Special Assessments.

(a) The Special Assessments for pond upkeep, repair and maintenance shall be a charge and continuing lien upon Lots 7 through 14. Construction, repair, maintenance, upkeep and improvement of the pond(s) and the access easement, as the Class B Members vote on and approve, shall be collected and administered by the Fray's Grant Owners Association. This Special Assessment shall include annual inspection fees, as well as repairs, maintenance and replacements at the ponds.

(b) The Association shall have the Authority to impose a Special Assessment for costs and expenses associated with the enforcement of all rules and regulations associated with Stream Buffers.

ARTICLE 8
ASSOCIATION MAINTENANCE ASSESSMENTS

Amended and Fully Restated Section 8.12. Signs.

Except for signs erected by the Declarant for the purpose of marketing the Lots within Fray's Grant Subdivision, no billboards, flyers, bulletins, leaflets or signs of any kinds shall be erected, displayed or maintained without the prior approval of the ARB. "For Sale" signs, which may only be placed upon any Lot for sale, must be pre-approved by the ARB. Members and/or their representative may not place "For Sale" signs or directional signs at the entrance of Fray's Grant Subdivision. The ARB will review signs for general appearance, content, materials and color, it being anticipated that "For Sale" signs will not exceed 2' x 3' and will conform to the general sign standards used by professional real estate brokers in the Central Virginia area.

Amended and Fully Restated Section 8.20. Animals Prohibited and Animals Permitted.

No hogs or swine, chickens, or mink shall be kept, raised or bred on any Lot at any time. Dogs, cats or other domestic household pets are allowed provided they are not kept, raised or bred for commercial purposes. Dog kennels are not permitted. Owner's animals are prohibited from running loose at large within Fray's Grant. Subject to the Lot restrictions listed herein, horses and ponies may be kept on a Lot so long as such horses and ponies are not bred or raised for commercial purposes. The Owners of any lot having 5.0 acres or more may keep a horse(s) or pony(ies) on his/her Lot, provided that the following conditions are met: (a) adequate run-in shed, barn or stable building in place to accommodate the number of proposed animals; (b) adequate drilled well feed tank(s) or other well fed water sources are available for the animal's water supply, (c) adequate pasture to support the total number of horses and/or ponies, with generally accepted practices being two (2) acres of pasture per horse or pony. However, additional horses and/or ponies may be rotated between stable space and pasture space, so long as pastures do not become overgrazed, (d) daily upkeep and maintenance animals, stable/barn space and water sources, to minimize and control parasites, insects and insect borne diseases. Practices will follow Agricultural Best Management Practices for Horse Operations in Suburban Communities utilized by Fairfax County and The Northern Virginia Soil and Water Conservation

District (www.fairfaxcounty.gov/nvswcd/horse.htm), including but not limited to: fencing animals out of streams and ponds, cleaning water buckets and troughs frequently, eliminating standing water, providing adequate disposal or transfer of manure to prevent wash off into nearby water sources, and pasture management, (e) each Lot Owner shall obtain written approval from the ARB before placing the animal(s) on the Lot; and, (f) Perennial streams delineated with stream buffers on the Subdivision Plat and the supplemental plats, shall not be areas permitted for grazing, maintaining or watering animals. The ARB may require that such areas be fenced off to prevent the encroachment of horses in Stream Buffer areas. If Albemarle County, or a related governmental agency, adopts Best Management Practices for Horse Operation in Suburban Communities in Albemarle County, then the maintenance of horses or ponies on Lots in Fray's Grant shall comply with those standards; however, nothing in said Best Management Practices shall change the minimum 5.0 acre requirement for lots to support horses or ponies.

ARTICLE II CONSTRUCTION SEQUENCE

Amended and Fully Restated Section 11.01. Construction Time Frames.

(a) Applicable to Lots containing less than 21 acres: Primary Dwellings must be completed and Certificates of Occupancy issued within twenty-four (24) months after the start of construction. Primary Dwellings must be constructed before or simultaneous with the construction of any ancillary structure or agricultural dependency.

(b) Applicable to Lots of 21 acres or more: If the Primary Dwelling is the first structure started on the Lot it must be completed and Certificates of Occupancy issued within twenty-four (24) months after the start of construction. However, Lot Owners with 21 acres or more may construct farming dependencies and other permitted dependency structures prior to the start or completion of a Primary Dwelling. If a dependency is constructed prior to a Primary Dwelling, the Primary Dwelling must be completed no later than ten (10) years after the start date of the first dependency on the Lot. The construction of any type of structure, primary or dependency, must be completed, and Certificates of Occupancy issued when applicable, within twenty-four (24) months after the start of construction of that structure.

(c) Applicable to Lots 45 and 46: Section (b) above applies to Lots 45 and 46 above, except that construction on Lots 45 and 46, the Rural Preservation Tracts, to construct farming dependencies and other structures may be further governed by the Rural Preservation Tract Deed of Easement.

(d) Applicable to all Lots: Lots may remain completely vacant. The above referenced time frames are triggered by the start of construction, so that construction that is commenced is not left incomplete. All construction is subject to Article 7, Architectural Review.

[SIGNATURES FOLLOW ON PAGE 8]

IN WITNESS WHEREOF, the following signature and seal.

Advance Mills Land Trust II

Fray's Grant, LLC

 (SEAL)
Shirley L. Fisher, Sole Acting Trustee

 (SEAL)
Frank T. Ballif, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged before me this 10th day of April, 2007, by Shirley L. Fisher as Sole Acting Trustee for the Advance Mills Land Trust II, pursuant to the terms of a certain Land Trust Agreement dated June 1, 2000.

My Commission Expires: 7-31-08


Notary Public

(NOTARIAL SEAL)


COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged before me this 10th day of April, 2007, by Frank T. Ballif, as Manager of Fray's Grant, LLC, a Virginia limited liability company.

My Commission Expires: 7-31-08


Notary Public

(NOTARIAL SEAL)

RECORDED IN CLERKS OFFICE OF
ALBEMARLE ON
April 10, 2007 AT 3:03:13 PM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE §58.1-802
STATE: \$0.00 LOCAL: \$0.00
ALBEMARLE COUNTY, VA
SHELBY MARSHALL CLERK CIRCUIT CO


Instrument Control Number

[Empty box for Instrument Control Number]

018729

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A



Doc ID: 004752860007 Type: DEE
Recorded: 12/12/2007 at 03:36:16 PM
Fee Amt: \$22.00 Page 1 of 7
Albemarle County, VA
Shelby Marshall Clerk Circuit Court
File# 2007-00018729

BK 3527 PG 372-378

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [12/11/2007]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [5]

City County [Albemarle County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Advance Mills Land Trust]	[]	[]	[]
[Hurt	][Charles	][W	][Trustee

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[Advance Mills Land Trust]	[]	[]	[]
[Hurt	][Charles	][W	][Trustee

Grantee Address (Name) [Advance Mills Land Trust II]
 (Address 1) [195 Riverbend Drive]
 (Address 2) []
 (City, State, Zip) [Charlottesville] [VA] [22911]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [] Percent. in this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) [Tax Map 19A Parcels 1 through 55]

Tax Map Num. (if different than PIN) [Tax Map 19A Parcels 1 through 55]

Short Property Description [Fray's Grant Subdivision Lots 1 through 55]

Current Property Address (Address 1) [Fray's Grant Subdivision Lots 1 through 55]

(Address 2) []

(City, State, Zip) [Earlsville] [VA] [22936]

Instrument Prepared by [Lois Haverstrom]

Recording Paid for by [Southern Development]

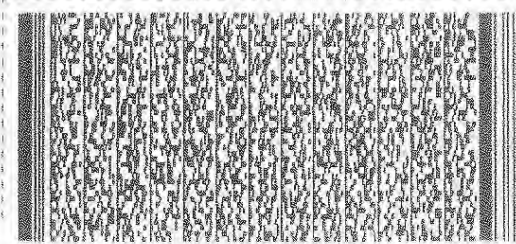
Return Recording to (Name) [Lois Haverstrom]

(Address 1) [170 South Pantops Drive]

(Address 2) []

(City, State, Zip) [Charlottesville] [VA] [22911]

Customer Case ID [] [] []



Tax Map Parcels: 19A-01 through 19A-55

**FRAY'S GRANT
SUPPLEMENTARY DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS
Supplementary Declaration 3**

TABLE OF CONTENTS

ARTICLE	GENERAL TOPIC	PAGE NUMBER
Article 4	Stormwater Management / Pond Maintenance	3

(Version Date 12/10/07)

**FRAY'S GRANT
SUPPLEMENTARY DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS**

Supplementary Declaration 2 3

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS, is made this 10th day of December, 2007, by FRAY'S GRANT, LLC, a Virginia limited liability company ("Declarant"), and, CHARLES W. HURT and SHIRLEY L. FISHER, as Trustees for the ADVANCE MILLS LAND TRUST II, pursuant to the terms of a certain Land Trust Agreement dated June 1, 2000 ("Trustees"), provides:

WITNESSETH:

WHEREAS, the Declarant is the Owner and/or Beneficial Owner of certain real property, in Albemarle County, Virginia, being a majority of the Lots in Fray Grant Subdivision, Phases 1 and 2, at the time of this Supplementary Declaration.

WHEREAS, the Declarant, pursuant to section 9.05 may amend the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3085, Pages 521 through 542, as amended at, Deed Book 3181, Page 462, in whole or in part by the recordation of an instrument in the Clerk's Office, Circuit Court, Albemarle County, Virginia, signed by the Declarant [until such time as the Declarant has sold all Lots] and the Owners of a majority of the Lots, agreeing to such amendment, modification or termination.

WHEREAS, the Declarant, and, the Declarant as the present Owner of a majority of the Lots, desires to subject the Property, as defined in section 2.01 of the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the aforesaid Clerk's Office in Deed Book 3085, Pages 521 through 542, and amended in Supplementary Declaration 1 recorded in Deed Book 3181, Page 462, Supplementary Declaration 2 recorded is Deed Book 3397, Page 646, and, this Supplementary Declaration 3.

NOW THEREFORE, the Declarant hereby declares that the Property described in Section 2.01 of the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the aforesaid Clerk's Office in Deed Book 3085, Pages 521 through 542, as amended, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, and any valid amendments or supplements hereto, which are imposed to enhance and protect the value and desirability of the real property in Fray's Grant. The provisions set forth herein shall run with the land and shall be binding upon any and all parties who have or shall acquire any right, title and/or interest in all or any part of the Property subject to this Declaration, and shall inure to the benefit of each Owner thereof.

ARTICLE 4
STORMWATER MANAGEMENT / POND MAINTENANCE

Amendment of Article 4, by the deletion of Section 4.05 and the inclusion of new Section 4.05 as follows:

Section 4.05. Pond Maintenance Agreement and Use for Lots 14 and 15. The current Owners of Lots 14 and 15 have constructed a pond utilizing acreage on Lots 14 and 15. The Declaration of Easement, as recorded in the Clerk's Office of the Circuit Court of Albemarle County, in Deed Book 3488, Page 586 is incorporate herein by reference and made a part hereof, an shall govern the Use and Maintenance of the Pond. In the addition to the aforesaid Declaration of Easement, the following provisions for Pond Maintenance and Use shall apply:

(a) The pond, dam, spillway and slopes are for the benefit of the Lot Owners whose property boundary lines are a part of the pond. The pond, dam, spillway and slopes shall require private maintenance by said Lot Owners. The cost of construction, maintenance, upkeep or replacement of such pond, dam, spillway and slopes will not be borne by the County, Commonwealth of Virginia or any other public agency. Lots 14 and 15 shall each bear one-half (1/2) of the costs and expenses for the pond, dam, spillway and slopes, including cost, maintenance, upkeep and/or replacement. Lots 14 and 15 shall also share equally in the cost of installation of the "Pond Supply" system described in (c) below.

(b) At any time as the lot owners (Lot 14 and 15) of the pond determine and agree that the pond, dam, spillway, or slopes are in need of maintenance or repair, the lot owners shall have the right to order such repairs as are necessary in order to keep the pond, dam, spillway, or slopes in good working condition. However, no less than once a year or as otherwise agreed to by the Owners of Lots 14 and 15, the Lot Owners shall each bear one-half the expense of an annual inspection and shall cause all such repairs as identified in the inspection or required by the County of Albemarle. Lots 14 and 15 shall each bear one-half (1/2) of the costs and expenses for all pond, dam, spillway and slope maintenance and repair.

(c) The water level in the Pond shall be supplemented by a supply of water available to it via a system of pump(s) and pipes (the "Pond Supply") that withdraws water from the Storm Water Management Pond adjacent and touching upon to Lot 14, near the property line of Lots 13 and 14. The initial set up of the electric supply and meter will be coordinated by the owner of Lot 14 and the cost of the installation shall be shared equally between Lot 14 and 15. The Pond Supply shall run underground across the rear of Lot 14 and shall terminate at the Pond shared by Lots 14 and 15. Lot 14 is hereby subject to a 5 foot perpetual, non-exclusive easement centered on the Pond Supply pipe and 5 feet surrounding the pump, electric meter, electric lines and other equipment associated with the Pond Supply, for the benefit of the owners of Lot 14 and 15, for the sole purpose of allowing for operation and maintenance of the Pond Supply sufficient for its continual operation. Periods of severe drought may impact the ability of the Pond Supply to maintain water levels in the Pond.

(i) Lot 14 is further subject to a permanent, non-exclusive, access and maintenance easement for the benefit of Lots 14 and 15, Fray's Grant Subdivision, across the area of the dam on Lot 14, as shown on Exhibit A to the above referenced Declaration of Easement (DB 3488, Page 586), to access the pond control pedestal for the purposes on turning the controls on and off, as well as any servicing, replacement, repairs and/or other general care and maintenance required of the pump facilities and control pedestal equipment within the Access Easement shown; and,

(ii) A permanent, non-exclusive maintenance easement, along with an access easement for the purpose of such maintenance, for the benefit of Lots 14 and 15, Fray's Grant Subdivision, across Lot 14, an area 10 feet in width, centered on the actual location of the pond supply pipe shown on the aforesaid Exhibit A.

(iii) Water transfers from the Existing Pond (adjacent to Lots 10 through 14) pumped to the New Pond (adjacent to lots 14 and 15) are hereby restricted. Water withdrawals shall only occur when the Existing Pond water elevation is in excess of 539 feet, mean sea level (the elevation as shown on the riser). Further, the water intake pipe used for water transfers to the New Pond will be installed and maintained on the Existing Pond riser so that the water transfers can only occur when the Existing Pond water elevation is above 539 feet mean sea level. Water remaining below 539 feet, mean sea level, in the Existing Pond shall not be used for irrigation by any Lot owner.

(d) The electric required for the Pond Supply pump shall be metered and billed to either the owner of Lot 14 or 15. The owner who receives the bill shall promptly provide a copy to the other owner and the owners shall pay the bill in a timely manner, each submitted half to the electric utility. The owners may agree among themselves to other cost sharing and payment arrangements. In the event that either Lot Owner utilized pond water for irrigation purposes, said Lot Owner shall pay any excess electric utility bill.

(e) The use of the pond is restricted to the Lot owners whose property lines comprise the pond (Lots 14 and 15). The Owners of any Lot served by a pond shall have reasonable use of the entire surface of such pond for swimming, fishing and non-motorized boating only. Each such lot owner shall be permitted to construct a dock on his property at the pond edge, but the design, construction, and location of said dock must be approved by the Architectural Review Board. The maximum protrusion into the pond shall not exceed the lesser of the Lot Owners boundary line or fifteen (15'), which ever is less. Paddleboats, canoes, kayaks and similar non-motorized boats are permitted on the ponds. The Owners of Lot 14 and 15 shall be permitted to utilize the pond water for purposes of irrigation, so long as such irrigation does not reduce the level of the water in the supplying storm water management pond. No motorboats, electric powered boats or model boats of any nature whatsoever shall be permitted on the pond. Except in the case of emergency, repair, maintenance, and as otherwise stated herein, no permitted use of the pond shall give any Lot Owner the right of ingress or egress from the pond, except via their own Lot.

All other provisions of Article 4 shall remain in full force and effect.

IN WITNESS WHEREOF, the following signature and seal.

Advance Mills Land Trust II

Charles W. Hurt (SEAL)
Charles W. Hurt, Trustee

Fray's Grant, LLC

Frank T. Ballif (SEAL)
Frank T. Ballif, Manager

Shirley L. Fisher (SEAL)
Shirley L. Fisher, Trustee

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged before me this 11th day of December, 2007, by Charles W. Hurt and Shirley L. Fisher as Trustees for the Advance Mills Land Trust II, pursuant to the terms of a certain Land Trust Agreement dated June 1, 2000.

My Commission Expires: 7-31-08

Lois A. Haverstrom
Notary Public

(NOTARIAL SEAL)

Lois A Haverstrom
Notary Public
Commonwealth of Virginia
298946
My Commission Expires July 31, 2008

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged before me this 11th day of December, 2007, by Frank T. Ballif, as Manager of Fray's Grant, LLC, a Virginia limited liability company.

My Commission Expires: 7-31-08

Lois A. Haverstrom
Notary Public

(NOTARIAL SEAL)

Lois A Haverstrom
Notary Public
Commonwealth of Virginia
298946
My Commission Expires July 31, 2008

RECORDED IN CLERKS OFFICE OF
ALBEMARLE ON
December 12, 2007 AT 3:36:16 PM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE §58.1-802
STATE: \$0.00 LOCAL: \$0.00
ALBEMARLE COUNTY, VA
UNIVERSITY MICROFILMS INTERNATIONAL

Instrument Control Number

[Empty box for Instrument Control Number]

011139

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A



Doc ID: 006555240005 Type: DEE
Recorded: 10/17/2011 at 11:25:29 AM
Fee Amt: \$21.00 Page 1 of 5
Albemarle County, VA
Debra M. Shipp Clerk
File# 2011-00011439

BK 4085 PG 691-695

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [10/13/2011]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [4]

City County [Albemarle County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Advance Mills Land Trust]	[]	[]	[]
[Frays Grant LLC]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[Advance Mills Land Trust]	[]	[]	[]
[Frays Grant LLC]	[]	[]	[]

Grantee Address (Name) [Advance Mills Land Trust]
(Address 1) [195 Riverbend Drive]
(Address 2) []
(City, State, Zip) [Charlottesville] [VA] [22911]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [] Percent. in this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) [Tax Map 19A Parcels 1 through 55]

Tax Map Num. (if different than PIN) [Tax Map 19A Parcels 1 through 55]

Short Property Description [Fray Grant Subdivision Amendment to C&R's]

Current Property Address (Address 1) []

(Address 2) []

(City, State, Zip) [Earlsville] [VA] [22936]

Instrument Prepared by [Lois Haverstrom]

Recording Paid for by [Frays Grant POA]

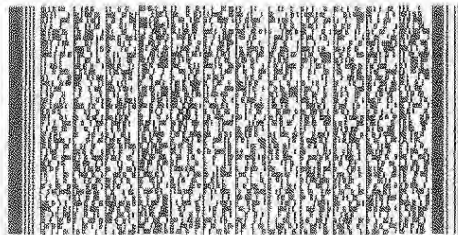
Return Recording to (Name) [Lois Haverstrom]

(Address 1) [170 S Pantops Drive]

(Address 2) []

(City, State, Zip) [Charlottesville] [VA] [22911]

Customer Case ID [] []



Tax Map Parcels: 19A-01 through 19A-55

**FRAY'S GRANT
SUPPLEMENTARY DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
Supplementary Declaration 4**

TABLE OF CONTENTS

ARTICLE	GENERAL TOPIC
Article 6.01	Association Maintenance Assessments
Article 8.20	Animals Prohibited and Animals Permitted

(Version Date 10-12-2011)

FRAY'S GRANT
SUPPLEMENTARY DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS
Supplementary Declaration 4

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS, is made this 12th day of October, 2011, by FRAY'S GRANT, LLC, a Virginia limited liability company ("Declarant"), and, CHARLES W. HURT and SHIRLEY L. FISHER, as Trustees for the ADVANCE MILLS LAND TRUST II, pursuant to the terms of a certain Land Trust Agreement dated June 1, 2000 ("Trustees"), provides:

WITNESSETH:

WHEREAS, the Declarant is the Owner and/or Beneficial Owner of certain real property, in Albemarle County, Virginia, being a majority of the Lots in Fray Grant Subdivision, Phases 1 and 2, at the time of this Supplementary Declaration.

WHEREAS, the Declarant, pursuant to section 9.05 may amend the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3085, Pages 521 through 542, as amended in Deed Book 3181, Page 462; Deed Book 3397, Page 646; and Deed Book 3527, Page 372, in whole or in part by the recordation of these instruments in the Clerk's Office, Circuit Court, Albemarle County, Virginia, signed by the Declarant [until such time as the Declarant has sold all Lots] and the Owners of a majority of the Lots, agreeing to such amendment, modification or termination.

WHEREAS, the Declarant, and, the Declarant as the present Owner of a majority of the Lots, desires to subject the Property, as defined in section 2.01 of the aforesaid Declaration of Restrictions, Covenants and Conditions. to this Supplementary Declaration in addition to all prior amendments.

WHEREAS, at a duly held meeting of the Association held on September 16, 2011, the below Amendments in the Supplementary Declaration were placed before the Membership and duly voted on and approved.

NOW THEREFORE, the Declarant hereby declares that the Property described in Section 2.01 of the Declaration of Restrictions, Covenants and Conditions, dated September 28, 2005, as recorded in the aforesaid Clerk's Office in Deed Book 3085, Pages 521 through 542, as amended, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, and any valid amendments or supplements hereto, which are imposed to enhance and protect the value and desirability of the real property in Fray's Grant. The provisions set forth herein shall run with the land and shall be binding upon any and all parties who have or shall acquire any right, title and/or interest in all or any part of the Property subject to this Declaration, and shall inure to the benefit of each Owner thereof.

Amended and Fully Restated Section 6.01. Assessment Lien.

Each Class A Lot shall subject to the provisions of this Declaration, including any Lot subjected to the provisions hereof by any Supplementary Declaration, is hereby made subject to an assessment lien (the "Assessment") for (i) such repair, maintenance, upkeep, improvement, enhancement, replacement and electric service for the Landscaping Easement, (ii) mowing,

cleaning and maintaining the edges of the public right of way of all sides of the roads that are intended for public dedication, and, (iii) for the general organization and activities required to maintain and run the Association, including but not limited to: insurance expenses, meeting costs, mailing expenses, administrative and regulatory fees, professional third party property management expenses, the promulgations and enforcement of duly adopted rules and regulations, and, other activities as approved by the Board in the day to day management of the Association which promote and provide for the general upkeep, repair, maintenance, improvement, enhancement, safety and well being within the Fray's Grant Subdivision by and for the Association.

Amended and Fully Restated Section 8.20. Animals Prohibited and Animals Permitted.

No hogs or swine, cattle, roosters, or mink shall be kept, raised or bred on any Lot at any time. Dogs, cats, other domestic household pets, and up to 8 hen chickens per lot are allowed provided they are not kept, raised or bred for commercial purposes. Dog kennels are not permitted. Owner's animals are prohibited from running loose at large within Fray's Grant.

Any Lot Owner who desires to keep chickens (hens) or any other animals not specifically prohibited shall obtain written approval from the ARB before placing the animal(s) on the Lot. The ARB shall, in its sole discretion, determine whether the type, number, and location of proposed animals, enclosures, and shelters are appropriate. At a minimum, the ARB will typically require that smaller animals be kept in an area that is not visible from the roads and is heavily screened from neighboring lots. The ARB shall grant or deny ARB approval in accordance with standard ARB procedures and fees.

Subject to the Lot restrictions listed herein, horses and ponies may be kept on a Lot so long as such horses and ponies are not bred or raised for commercial purposes. The Owners of any lot having 5.0 acres or more may keep a horse(s) or pony(ies) on his/her Lot, provided that the following conditions are met: (a) adequate run-in shed, barn or stable building in place to accommodate the number of proposed animals; (b) adequate drilled well feed tank(s) or other well fed water sources are available for the animal's water supply, (c) adequate pasture to support the total number of horses and/or ponies, with generally accepted practices being two (2) acres of pasture per horse or pony. However, additional horses and/or ponies may be rotated between stable space and pasture space, so long as pastures do not become overgrazed, (d) daily upkeep and maintenance animals, stable/barn space and water sources, to minimize and control parasites, insects and insect borne diseases. Practices will follow Agricultural Best Management Practices for Horse Operations in Suburban Communities utilized by Fairfax County and The Northern Virginia Soil and Water Conservation District (www.fairfaxcounty.gov/nvswcd/horse.htm), including but not limited to: fencing animals out of streams and ponds, cleaning water buckets and troughs frequently, eliminating standing water, providing adequate disposal or transfer of manure to prevent wash off into nearby water sources, and pasture management, (e) each Lot Owner shall obtain written approval from the ARB before placing the animal(s) on the Lot; and, (f) Perennial streams delineated with stream buffers on the Subdivision Plat and the supplemental plats, shall not be areas permitted for grazing, maintaining or watering animals. The ARB may require that such areas be fenced off to prevent the encroachment of horses in Stream Buffer areas. If Albemarle County, or a related governmental agency, adopts Best Management Practices for Horse Operation in Suburban Communities in Albemarle County, then the maintenance of horses or ponies on Lots in Fray's Grant shall comply with those standards; however, nothing in said Best Management Practices shall change the minimum 5.0 acre requirement for lots to support horses or ponies.

The Board may adopt additional Rules and Regulations relating to all animals maintained within Fray's Grant as outside animals, such as ponies, horses and/or chickens.

IN WITNESS WHEREOF, the following signatures and seals.

Advance Mills Land Trust II

Fray's Gant, LLC

Charles Wm. Hurt (SEAL)
Charles Wm. Hurt, Trustee

Frank T. Ballif (SEAL)
Frank T. Ballif, Manager

Advance Mills Land Trust II

Shirley L. Fisher (SEAL)
Shirley L. Fisher, Trustee

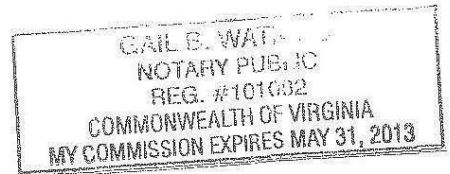
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 13th day of October, 2011, by Charles Wm. Hurt and Shirley L. Fisher as Trustees for the Advance Mills Land Trust II.

My Commission Expires: May 31, 2013
Notary Number: 101082

Gail B. Watkins
Notary Public

(NOTARIAL SEAL)



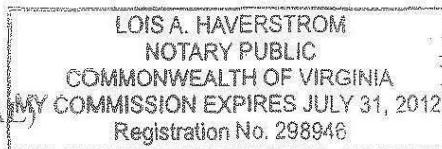
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 13th day of October, 2011, by Frank T. Ballif, as Manager of Fray's Grant, LLC, a Virginia limited liability company.

My Commission Expires: 7-31-2012
Notary Number: 2018946

Lois A. Haverstrom
Notary Public

(NOTARIAL SEAL)



RECORDED IN CLERKS OFFICE OF
ALBEMARLE COUNTY ON
October 17, 2011 AT 11:25:29 AM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE § 58.1-802
STATE: \$0.00 LOCAL: \$0.00
ALBEMARLE COUNTY, VA
DEBRA M. SHIPP CLERK

Tax Map Parcels: 19-30, 19-32, 19-32A,
19-32B; 19A-01 through 19A-55.

FRAY'S GRANT PROPERTY OWNERS ASSOCIATION
AMENDMENT TO THE
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
2016

THIS AMENDMENT to the Declaration of Restrictions, Covenants and Conditions ("Declaration") is made this 24 day of February, 2016, by Fray's Grant Property Owners Association ("Association") pursuant to the provisions of Article 9 of the Declaration and as approved by the Member Owners of the Association.

WHEREAS, the Association was formed by the recordation of the Declaration in the land records of the Office of the Clerk of the Circuit Court for Albemarle County, Virginia, on October 12, 2005, at Deed Book 3085, Page 521, Instrument No. 001153010022; and as supplemented by the Supplementary Declaration of Restrictions, Covenants and Conditions (No. 1), recorded in the land records of the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, on March 27, 2006, at Deed Book 3181, Page 462, Instrument No. 002986630011; and the Supplementary Declaration of Restrictions, Covenants and Conditions (No. 2), recorded in the land records of the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, on April 10, 2007, at Deed Book 3397, Page 646, Instrument No. 003272590011; and the Supplementary Declaration of Restrictions, Covenants and Conditions (No. 3), recorded in the land records of the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, on December 12, 2007, Deed Book 3527, Page 372, Instrument No. 004752860007; and the Supplementary Declaration of Restrictions, Covenants and Conditions (No. 4), recorded in the land records of the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, on October 17, 2011, Deed Book 4085, Page 691, Instrument No. 006555240005, which was re-recorded on March 31, 2014, at Deed Book 4473, Page 715, Instrument No. 032859110022;

The Declaration is hereby amended as follows:

Article 3, Roads; Shared Driveways and Easements; Section 3.04, Dedication to Subdivision Owners Use. This Section is repealed and replaced by the following:

The Owners of Lots 7, 8, 9, 10, 11, 12, 13 and 14 may utilize the pond(s) adjacent to his/her Lot as set forth in Section 4.03.

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Article 5, Fray's Grant Property Owner's Association; Section 5.10, Responsibilities of the Association. This Section is repealed and replaced by the following:

The Association shall be responsible for the maintenance and improvement of the Entrance and Landscape Easement set forth on Lots 2 and 3 of Fray's Grant. The Association shall mow, clean and maintain the edges of the public right of way of all sides of all of the roads in Fray's Grant. The Association shall be responsible for the periodic appointment of members to the ARB. The Association shall keep and maintain financial records tracking all income and expenses.

Certification

I hereby certify that the requisite number of owners approved the foregoing Amendment to the Declaration, pursuant to Article 9 Section 9.05 of the Declaration, and executed the instrument attached hereto as Exhibit A.

2/24/16
Date

[Signature]
Jayson Collier, President
Fray's Grant Property Owners
Association

COMMONWEALTH OF VIRGINIA }
COUNTY OF ALBEMARLE } To-wit:

Jayson Collier, having been identified to as the President of Fray's Grant Property Owners Association, affixed his signature to the foregoing document in my presence this 24 day of February, 2016.

[Signature]
Notary Public

My Commission expires: 5/31/2017

