

DECLARATION OF COVENANTS AND RESTRICTIONSCOUNSELOR'S CLOSE

THIS DECLARATION, made this 11th day of December, 1981, by
COUNSELOR'S CLOSE ASSOCIATES, a Virginia general partnership, hereafter called
Developer.

WITNESSETH:

Developer is presently the owner of certain real estate in Williamsburg,
Virginia, and desires to create on it a planned unit development known as
Counselor's Close, (hereafter called "the property") of high environmental
quality respecting existing natural amenities and ecologically sensitive areas.

Developer wants to provide for the preservation and enhancement of the
property values and amenities for the property and for the maintenance of
the improvements on the property; therefore, the Developer desires to subject
a portion of the real property it presently owns and which is described on
Exhibit A to the covenants, restrictions, easements, charges and liens, hereafter
set forth.

Developer feels that it is desirable for the efficient preservation of
the values and amenities for the property to create an agency to which is
delegated the powers of owning, maintaining and administering the common area
and facilities and administering and enforcing the covenants and restrictions
and collecting and disbursing the assessments and charges hereafter created and
promoting the health, safety and welfare of the residents.

Developer has incorporated under the laws of the State of Virginia,
Counselor's Close Community Company as a non-profit corporation for the purpose
of exercising these functions.

The Developer hereby declares that the real property described in Exhibit A
attached hereto, is and shall be held, transferred, sold, conveyed and occupied
subject to the covenants, restrictions, easements, charges and liens (hereafter
referred to as "covenants and restrictions") hereafter set forth.

ARTICLE IDEFINITIONS

Section 1. "Declaration" means the covenants, conditions and restrictions
set forth in this Document, as it may from time to time be amended.

Section 2. "Company" means Counselor's Close Community Company, its

successors and assigns.

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Section 3. "Developer" means Counselor's Close Associates, and its successors and assigns.

Section 4. "The Property" means all real estate described on Exhibit "A".

Section 5. "Common Area" means those areas of land now or hereafter conveyed to the Company or shown on any recorded subdivision plat of the Property and improvements on the Property, which are intended to be devoted to the common use and enjoyment of the Members.

Section 6. "Unit" means all or any portion of one or more structure(s) situated upon the Property designed and intended for occupancy as a residence by a single family.

Section 7. "Lot" means any plot of land shown upon any recorded subdivision map of the Property with the exception of Common Area as above defined.

Section 8. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot including contract sellers and the Developer, but excluding those having an interest merely as security for the performance of an obligation.

Section 9. "Book of Resolutions" means the document(s) containing rules and regulations and policies adopted by the Board of Directors of the Company as may be amended.

Section 10. "Board of Directors" means the then duly constituted board of directors of the Company.

ARTICLE II

COMMON AREA

Section 1. Obligations of the Company. The Company shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including related equipment and landscaping), and shall keep it in good, clean, attractive and sanitary condition, order and repair. The Company may limit the use of the common area by owners and lessee's to enhance and maintain property values to allow and maintain improvements thereon and to provide for owner privacy and to promote the health, welfare and safety of the residents.

Section 2. Owners' and Lessee's Rights of Enjoyment. Subject to the provision of Section 1, every Owner shall have a right to enjoyment of the Common Area which shall be appurtenant to and pass with the title to every Lot, and every Lessee of a living unit shall have a right to enjoyment of the Common Area which may be limited as set forth in Section 1.

Section 3. Extent of Owners' and Lessee's Easements. The Owners' and Lessee's easements of enjoyment shall be subject to the following:

(a) the right of the Company to establish reasonable rules and to charge reasonable fees for the use of the Common Area.

(b) the right of the Company to suspend the right of an Owner or Lessee to use any portion of its facilities for any period during which an assessment against his Lot remains unpaid for more than thirty (30) days after written notice mailed certified mail.

(c) the right of the Company to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Common Area or facilities or to carry out any other responsibility of the Company.

(d) the right of the Company to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Company.

Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to Lessees and the members of his family and to his guests subject to such general regulations as may be established from time to time by the Company, and included within the Books of Resolutions.

Section 5. Damage or Destruction of Common Area. If any Common Area is damaged or destroyed by an Owner, his tenants or any of his or their guests, licensees, agents or members of his or their family, the Owner does hereby authorize the Company to repair such damaged area. The Company shall repair the damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Company in the discretion of the Company. The costs of such repairs shall become a Special Assessment upon the Lot of such Owner.

Section 6. Title to Common Area. The Developer may retain the legal title to the Common Area or any portion of it until it has completed improvements thereon, but notwithstanding any provision herein, the Developer hereby agrees that it shall convey the Common Area to the Company, free and clear of all liens and financial encumbrances, not later than five years from the date the Common Area is subjected to this Declaration. (Owners and Lessees shall have the rights and obligations imposed by the Declaration with respect to the Common Area from and after the time the Common Area is subjected to this Declaration) except that prior to such conveyance the Company shall be liable for payment of taxes,

Insurance, and maintenance costs with respect to the Common Area.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants, and each Owner of a Lot by acceptance of a deed, whether or not it is expressed in such deed, is deemed to covenant and agree to pay to the Company the following: (1) general assessments, (2) special assessments and (3) initial assessments.

All such assessments, together with interest thereon and costs of collection as hereafter provided, shall be a charge on the lot and shall be a continuing lien on the lot against which each such assessment is made. Each such assessment together with interest thereon and costs of collection, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. No Owner may waive or otherwise avoid liability for the assessment by nonuse of the Common Area or abandonment of his Lot.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Company shall be used exclusively to promote the health, safety, and welfare of the residents of the Property, and, in particular to maintain and operate the Common Area and facilities including the streets and roads in the subdivision.

(b) Basis for Assessment.

(1) Lots. Each lot upon which there may be erected living unit(s) shall be assessed at a uniform rate based upon the number of living units authorized by the City of Williamsburg upon such lot. All other lots which may have been conveyed to an Owner other than the Developer shall be assessed at the same uniform rate.

(2) Developer-owned Property. The Developer shall not be obligated to pay an annual assessment on Lots it owns upon which no living unit(s) certified for occupancy has been erected.

(c) Maximum Annual Assessment. The Board of Directors shall set the maximum annual assessment rate. ✓

(d) Method of Assessment. A vote of a majority of the Board of Directors shall set the amount of the annual assessments, which amount shall be sufficient to meet the obligations imposed by this Declaration and all other obligations created or assumed by the Company with respect to the Property. The Board of Directors shall also set the date(s) such amounts shall become due.

Section 3. Special Assessment. In addition to the annual assessments and the special assessments provided for in Article II, Section 5, and Article V Section 16, the Company may levy in any year a special assessment applicable to that year and not more than the next five succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Common Area, including related equipment, fixtures and personal property.

Section 4. Date of Commencement of Annual Assessments. The annual assessments shall commence on the first day of the month following conveyance of the first Lot to an Owner who is not the Developer. The initial annual assessment on any Lot shall be adjusted according to the number of whole months remaining in the fiscal year.

Section 5. Initial Assessment.

(1) The Board of Directors of the Company may by majority vote establish an Initial Assessment to be set and collected at settlement from each purchaser of a Lot from the Developer.

(2) The purpose of the Initial Assessment shall be to establish an initial fund for use by the Company in discharging its obligations with respect to the property.

(3) Any Initial Assessment so established shall be in addition to, and not in lieu of, any other assessment established herein.

Section 6. Effect of Nonpayment of Assessments; Remedies of Company.

Any assessment not paid within thirty (30) days after the due date may upon a resolution of the Board of Directors, bear interest from the due date at the maximum contract interest rate provided by law. The lien of the assessments whether or not notice has been recorded as hereafter provided, may be foreclosed by a bill in equity in the same manner as provided for the foreclosure of mechanic's liens, and liens of similar nature. A statement from the Company showing the balance due on any assessment shall be prima facie proof of the current assessment balance and delinquency, if any, due on a particular Lot. The Company may bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest and costs of any such action (including reasonable attorney's fees) shall be added to the amount of such assessment.

Section 7. Lien for Payment of Assessments and Subordination of Lien to First and Second Deeds of Trust. There shall be a continuing lien upon each of the individual Lots in order to secure the payment of any of the assessments,

but such lien shall be at all times subject and subordinate to any first and second deeds of trust placed on the property at any time; except that, at such time as the Company records a notice of delinquency as to any particular Lot in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City on a form prescribed by the Board of Directors, then, from the time of recordation of such notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second deeds of trust recorded subsequent to the date of recording of the notice in the same manner as the lien of a docketed judgment in the State of Virginia. Sale or transfer of any Lot shall not affect any such lien.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments and liens created herein: (1) all properties dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption, (4) all Developer Owned Property upon which no living unit(s) certified for occupancy has been erected.

Section 9. Annual Budget. The Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. Purpose. The Company shall regulate the external design, appearance, use, location, and maintenance of the Property and of improvements on the property to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities and ecologically sensitive areas.

Section 2. Conditions. No improvements, landscaping, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of the property or the improvements located on the property from its natural or improved state existing on the date such property was first sold by the Developer to an Owner shall be commenced, made or done without the prior approval of the Company, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure(s) shall be commenced, erected, improved, altered, made, or done

without the prior written approval of the Company.

Section 3. Procedures. In the event the Company fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted.

ARTICLE V.

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. General Restrictions. All lots within the Properties shall be subject to the standards established by the Company.

(a) regarding design, minimum side yard and set back, streets, parking and service areas, lighting, signs, special landscape treatment;

(b) to interpret the covenants including but not limited to rules to regulate animals, antennas, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation.

Section 2. Single-Family Residences. No Owner shall occupy or use any unit(s) constructed on a Lot or permit the same or any part thereof to be occupied or used, for any purpose other than a private single-family residence for the Owner and the Owner's family or the Owner's lessees or guests. "Single family" is defined to include only persons related by blood, legal adoption, lawful marriage, and their servants.

Section 3. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on in any lot, unit, or in the Common Area, nor shall anything be done which may be or become an annoyance or nuisance to the Owners or their lessees.

Section 4. Pets. Subject to such limitations as may from time to time be set by the Company, generally recognized house or yard pets, in reasonable numbers, may be kept on a lot, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the Company they shall be removed from the Lot within thirty days after written request from the Company.

Section 5. Signs. No signs of any type shall be displayed to public view on any Lot, Unit or Common Area, except customary name, address, and for sale or rent signs but only as approved by the Company.

Section 6. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Company shall be permitted, except for mail depositories which are the property of the U. S. Post Office Department.

Section 7. Trash Receptacles. All trash receptacles shall be concealed in a manner approved by the Company.

Section 8. Boats, Trailers, etc. Overnight parking or storage of boats, trailers, trucks and all vehicles other than licensed, operable private passenger vehicles shall be prohibited. ~~except for emergency repairs~~. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle upon any portion of the Property.

Section 9. Antennae. Exterior television or other antennae, except as approved by the Company are prohibited.

Section 10. Clothes Drying Equipment. Clothes lines or other clothes drying apparatus shall be screened from public view in a manner approved by the Company.

Section 11. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Company and all appropriate governmental authorities.

Section 12. Model House or Exhibits. No Owner except the Developer shall permit any structure on his Lot to be used as a model house or exhibit without the written consent of the Company.

Section 13. Wells. No well shall be dug or maintained on any Lot without the written consent of the Company and the City of Williamsburg.

Section 14. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots by any Owner other than the Developer without the written consent of Developer, and no portion less than all of such Lot, shall be conveyed or transferred by an Owner other than the Developer, provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments by Owners other than the Developer.

Section 15. Exceptions. The Company may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board acts in accordance with adopted guidelines and procedures and can show good cause

Section 16. Maintenance of Property. Each Owner shall keep his Lot(s) and all improvements thereon free of debris and in good order and repair, including, but not limited to seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all units and other improvements, all in a manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty of the Property and health and

safety of other residents. In the event an Owner of any Lot shall fail to maintain his lot(s) and the improvements thereon as so specified, the Company, after notice to the Owner as provided in the Bylaws shall have the right to enter upon said lot(s) to correct any violation of this section stated in such notice and the costs of the provision of such maintenance shall become a special assessment upon such lot.

Each Owner may elect to contract with the Company or its general contractor for the provision of the maintenance described herein. All costs related to the provision of such maintenance shall become a Special Assessment upon such Lot.

ARTICLE VI

UTILITY AND DRAINAGE EASEMENTS

The Developer reserves unto itself, its successors and assigns, a perpetual alienable easement and right of way:

(i) to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, sewers, pipes, water mains, other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television, cable, communications or other utilities or public conveniences on, over, under and within the setback area of each Lot and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision, and

(ii) for storm and surface water drainage, including the right to construct, maintain, inspect, replace and repair pipes, ditches, culverts and other suitable facilities for the disposition of storm and surface water drainage on, over, under and within the setback area of each Lot, and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision

(iii) These easements shall include the right of ingress and egress thereto, and the right to cut any trees, brush and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be exercised by any licensee of the Developer, but shall not be deemed to impose any obligation upon the Developer to provide or maintain any utility or drainage services.

(iv) All wires, cables, conduits, sewers, pipes and water mains shall be installed underground.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration. The Declaration shall run with and bind the land for a term of fifty (50) years from the date the Declaration is recorded.

Section 2. Amendment. The Declaration may be amended at any time by an instrument of record after the written consent thereto by the Developer and not less than sixty percent (60%) of the Owners shall have been obtained.

Section 3. Enforcement. The Company, any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restriction conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by court decree shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Release of Negative Reciprocal Easements. All Owners acknowledge that the Developer owns other real estate in Williamsburg, Virginia, which may be contiguous to the Property. No real estate shall be included within the scheme of this Declaration, however, except the Property. Each Owner, by his acceptance of this Declaration or the deed to his Lot, waives any right and interest he may have (i) in and to real estate not covered by this Declaration and (ii) to the enforcement of all or any portion of this Declaration and the Book of Resolutions against any such other real estate.

Section 6. No Intent to Create a Condominium. There is no intent hereunder to create a condominium or to submit the Property to the provisions of the Virginia Horizontal Property Act.

Section 7. WARNING. THIS SUBDIVISION IS NOT REGISTERED WITH THE OFFICE OF INTERSTATE LAND SALES REGISTRATION NOR HAS THAT OFFICE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS STATEMENT, NOR DOES THIS STATEMENT SERVE AS AN ENDORSEMENT OR RECOMMENDATION BY THAT OFFICE OF THE ABOVE OFFERING.

IN WITNESS WHEREOF, Counselor's Close Associates has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

Clifford E. Henderson, General Partner
COUNSELOR'S CLOSE ASSOCIATES

Baxter I. Bell, Jr., General Partner
Baxter I. Bell, Jr., General Partner - 10-
Ronald T. Curtis Custom Builder, Inc.

Disclosure of Omission

This page is to disclose that page 498 of the Articles of Incorporation of Counselor's Close Community Company is currently unavailable for inclusion in this document.

ALL that certain tract or parcel of land formerly situated in Jamestown District, James City County, Virginia, but now situate within the City of Williamsburg, Virginia, by virtue of annexation proceedings effective January 1, 1941, lying on the easterly side of Griffin Street, Extended, formerly known as Texas Avenue, and being more particularly described on that certain plat entitled, "PROPERTY BELONGING TO HEIRS OF GEORGE ROLLO, SR., SITUATED IN THE CITY OF WILLIAMSBURG, VIRGINIA, CONTAINING 6.472 ACRES," dated January 19, 1968, made by Reynolds & Miller, Certified Land Surveyor, recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia, in Plat Book 25, page 34, to which reference is here made.

LESS AND EXCEPT the following parcel of land:

ALL that certain piece or parcel of land situate in the City of Williamsburg, Virginia, lying on the easterly side of Griffin Avenue (undeveloped), formerly known as Texas Avenue, containing 0.251 acres, or 10,955 sq. ft., but sold in the gross and not by the acre or square foot, said property being shown and designated on a certain plat entitled, "A SURVEY FOR CONVEYANCE - EMILY ROLLO TO WILLIAMSBURG APARTMENTS, INC., 0.251 ACRES - PART OF IDLEWOOD SUBDIVISION LYING IN WILLIAMSBURG, VIRGINIA," made by Otto S. Schulz, Jr., Certified Land Surveyor, dated July 18, 1969, revised August 21, 1970, a copy of said plat being recorded in the Clerk's Office aforesaid in Williamsburg Deed Book 46, page 300, to which reference is here made.

SUBJECT, however, to the restrictions and easements of record affecting said property.

PARCEL NO. 2

ALL that certain parcel of land lying and being in the City of Williamsburg, Virginia, described as "Area: 1.105 Acre" on the plat entitled "Plat of Correction. Plat of Property of: L. V. WOODSON, Nov. 1975, City of Williamsburg, Virginia", made by Stephen Stephens, Certified Land Surveyor, which plat is recorded in Plat Book 33, page 32, to which reference is here made for a more complete description of the property.

SUBJECT to all restrictions and easements of record or apparent on the ground.

LESS AND EXCEPT that certain property conveyed to COUNSELOR'S CLOSE, INC., to ALFRED R. ARMSTRONG & MARTHA B. ARMSTRONG, husband and wife, described as follows:

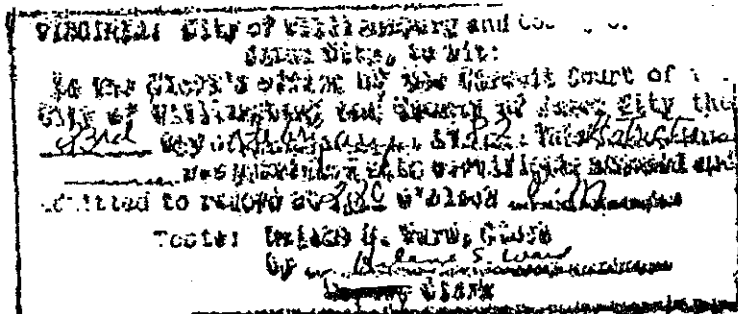
ALL that certain piece or parcel of land formerly situated in Jamestown District, James City County, Virginia, but now situate within the City of Williamsburg, Virginia, by virtue of annexation proceedings effective January 1, 1941, lying on the southerly side of the Newport Avenue right of way formerly known as Rollo Street, said piece or parcel of land adjoins said right of way and is more particularly described on that certain plat entitled, "Physical Survey of Property to be Conveyed to ALFRED R. ARMSTRONG & MARTHA B. ARMSTRONG, Being the Remainder of the Westerly 1/2 of Lot 7 & The Easterly 1/2 of Lot 8, ROLLO SUBDIVISION Located Williamsburg, Virginia," dated February 19, 1980, made by Spearman & Associates, Inc., a copy of which is attached hereto. Said property is shown on said plat as follows: Beginning at a point where the right of way for Newport Avenue, land now or formerly belonging to Cox, and the subject parcel meet; thence running S. 03° 55' 05" E a distance of 138.62' to an iron pipe; thence running S. 85° 31' 45" W a distance of 50' to an iron pipe; thence running N. 03° 55' 05" W a distance of 138.25' to a point where the subject parcel, property now or formerly belonging to Armstrong (Grantees herein) and the Newport Avenue right of way meet; and thence running N. 84° 42' 25" E a distance of 50.00' along said Newport Avenue right of way to a point of beginning.

EXHIBIT A, continued

AND FURTHER, LESS AND EXCEPT all that certain property conveyed to STUART D. SPIRN and CAMILLA B. SPIRN, husband and wife, described as follows:

ALL that certain piece or parcel of land formerly situated in Jamestown District, James City County, Virginia, but now situate within the City of Williamsburg, Virginia, by virtue of annexation proceedings effective January 1, 1941, lying on the easterly side of the Griffin Avenue right of way formerly known as Texas Avenue, said piece or parcel of land adjoins said right of way and is more particularly described on that certain plat entitled, "Physical Survey of Property to be Conveyed to STUART D. SPIRN and CAMILLA B. SPIRN, 0.407² Acre Located Williamsburg, Virginia," dated July 25, 1980, made by Spearman & Associates, Inc., a copy of which is attached hereto.

Said property being more particularly described as Site Plan for Counselor's Close, Section 1, a Planned Unit Development Located at Williamsburg, Virginia, dated November 15, 1981, revised December 8, 1981, prepared by Spearman & Associates, Inc., Land Surveying, Williamsburg, Virginia, and recorded in the Clerk's Office for the Circuit Court for the City of Williamsburg, Virginia, in Plat Book 37, at pages 19 and 20.



EXTENSION OF DECLARATION OF COVENANTS AND RESTRICTIONS

COUNSELOR'S CLOSE

THIS EXTENSION OF DECLARATION OF COVENANTS AND RESTRICTIONS, made this 5th day of October, 1983, by Counselor's Close Associates, a Virginia general partnership, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer did record certain Covenants and Restrictions dated December 31, 1981, and recorded the same in Williamsburg Deed Book 61, at page 488; and

WHEREAS, said Developer is in the process of developing Section 2 of the aforesaid Development; and

WHEREAS, the Developer has caused a certain plat of Section 2, Counselor's Close, to be recorded in Plat Book 38, at page 45; and

WHEREAS, the Developer desires to further subject the aforescribed property to the covenants and restrictions previously recorded.

THEREFORE, the Developer extends the Declaration of Covenants and Restrictions recorded in Williamsburg Deed Book 61, page 488, to the following described real estate:

All that certain lot, piece or parcel of land, including all lots and common areas as described on a certain plat entitled, "SUBDIVISION PLAT OF A PLANNED UNIT DEVELOPMENT KNOWN AS COUNSELOR'S CLOSE, SECTION 2, DEVELOPED BY COUNSELOR'S CLOSE, INC., LOCATED WILLIAMSBURG, VIRGINIA", dated February 8, 1983, and revised April 8, 1983, prepared by Spearman & Associates, Inc., Land Surveyors, and recorded in Williamsburg Plat Book 38, at page 45.

IN WITNESS WHEREOF, Counselor's Close Associates has caused its name to be signed by its managing partner.

COUNSELOR'S CLOSE ASSOCIATES

By Ronald T. Curtis
 Ronald T. Curtis Custom Builder, Inc.
 by Ronald T. Curtis, President, and Managing
 Partner of Counselor's Close Associates

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

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The foregoing document was acknowledged before me this 3rd day of October, 1983, by Ronald T. Curtis as President of Ronald T. Curtis Custom Builder, Inc., Managing Partner of Counselor's Close Associates, on behalf of the partnership.

Order: SM3XTHYSY

Address: 628 Counselors Way, L.L.C.

Order Date: 03-01-2024

Document Not for resale

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