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9704715

DEED OF MODIFICATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS AFFECTING APPLE MANOR SUBDIVISION  
(FORMERLY KNOWN AS LEEDS MANOR ORCHARD SUBDIVISION)

THIS DEED OF MODIFICATION OF COVENANTS AND RESTRICTIONS,  
made this 9<sup>th</sup> day of May, 1997, by and between VIRGINIA  
BEEF CORPORATION, A Virginia Corporation, hereinafter referred to  
as, Declarant; and SHAWN A. HAMRICK, TRUSTEE FOR THE AK LAND  
TRUST, hereinafter referred to as, Hamrick; and TIM E. TARR, Sole  
Acting Trustee; and WARRENTON FARM CREDIT, ACA, party of the  
third part;

W I T N E S S E T H:

THAT, WHEREAS, the Declarant is the owner of Lots 2R, 3R,  
4R, 6R, 9R, 11R, 13, 15, 16, 17R, 18R, 19R and 20R known as APPLE  
MANOR SUBDIVISION, as the same are duly dedicated and platted in  
Deed Book 696, page 1546, in the Clerk's Office of the Circuit  
Court of Fauquier County, Virginia; and

WHEREAS, Hamrick is the owner of Lots 7R & 8, in the  
subdivision known as APPLE MANOR SUBDIVISION, as the same is duly  
dedicated and platted in Deed Book 696, page 1546, in the Clerk's  
Office of the Circuit Court of Fauquier County, Virginia; and

WHEREAS, by Deed of Trust dated September 29, 1989, of  
record in the Clerk's Office of the Circuit Court of Fauquier  
County, Virginia, in Deed Book 626, at page 838, the Declarant  
did convey certain lands more particularly described, therein, of  
which the above lots are a part, in trust to secure payment of a  
debt more particularly set out in said Deed of Trust to Tim E.  
Tarr and James W. Fletcher, Trustee, either of whom may act.

Examined and  
Returned To

WALKER, JONES, LAWRENCE,  
DUGGAN & SAVAGE, P.C.  
ATTORNEYS AT LAW  
CARTER MALL  
31 WINCHESTER STREET  
WARRENTON, VIRGINIA 20186

(Piedmont)

JUN - 9 1997

WJA  
H

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WHEREAS, by certain Covenants, Conditions and Restrictions for Apple Manor Subdivision, dated February 23, 1995, and recorded in Deed Book 735, page 84, and by Deed of Modification of Covenants recorded in Deed Book 741, page 906, in the Clerk's Office of the Circuit Court of Fauquier County, Virginia, Virginia Beef Corporation, a Virginia Corporation did impress certain covenants, conditions and restrictions to the subdivision, as more fully set out therein; and

WHEREAS, under paragraph numbered 22 of said covenants, the Declarant reserved the right to amend said restrictive covenants; and

WHEREAS, a request has been made upon the above named Declarant to modify said covenants, as set out hereinafter; and

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the above named Declarant, being the owner of said lots, Apple Manor Subdivision, and Hamrick owner of lots 7R & 8, do hereby modify and amend the aforesaid covenants, recorded in Deed Book 735, page 84, and as amended in Deed Book 741, page 906, as follows:

1) Correct first sentence in the second paragraph of the preamble in the Deed of Modification of Covenants to correct "Warren" County to be "Fauquier County."

2) In paragraph numbered 1 of the Covenants delete "No forestry related equipment will be permitted to use any road, easement or rights-of-way within Apple Manor Subdivision" and insert in lieu thereof: "Prior to commencement of any selective harvesting of individual trees as allowed in this covenant, the lot owner shall notify the Road Maintenance Committee of the selective harvesting to be conducted and upon an escrow amount,

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mutually agreed upon, the owners shall pay the amount determined to be held in escrow by Road Maintenance Committee; said escrow to be used to recover the costs to immediately restore the subdivision roads affected by the timbering equipment so as to immediately restore the subdivision roads to their original pre-timbering condition, including grading and additional gravel, if necessary."

3) Add to the last sentence of paragraph numbered 3 the following: "In the event additional lots are ever created out of this subdivision, the owners of said new lots shall share equally with the other owners the costs involved in maintenance and repair as included in this paragraph number 3. The said annual road fee shall constitute and be considered a lien on the real estate if not paid when due; inferior and subordinate to taxes and to mortgages or deeds of trust of record or that might be placed on record in the future. The annual amount of the road maintenance fee can be adjusted as needed by a majority of the owners."

4) Paragraph numbered 4 is amended by adding the new sentence: "Additional setback line and building setback line restrictions affecting Lots 11R, 4R, and 9R are contained in paragraph 26."

5) Delete the last sentence of paragraph numbered 15 and add the following: "Lot Numbers 4R, 7R, 8 and 9R may be resubdivided subject to the provisions of the Fauquier County Subdivision Ordinance in effect as of the date of execution of this Deed of Modification of Covenants. In the event any new lots are created the owners of said new lots shall have one (1) vote for each lot and shall be subject to road maintenance fees contained in paragraph 3 above."

6) New paragraph numbered 26 is hereby added as follows: "The owners of Lot 11R shall be prohibited from constructing any residence, building or structure on the portion of Lot 11R which rests between Lots 4R and 9R, such restricted area of Lot 11R is shown on plat of Carson, Harris & Associates, LLC, dated May 8, 1997, entitled "Plat Showing Lot-9R & A Building Restriction Line on Lot-11R, Apple Manor Subdivision", Marshall District, Fauquier County, Virginia, said area identified on said plat as "Building Restriction Line Hereby Granted", "No Structures To Be Built In This Area", said plat attached hereto and recorded as a part of these covenants. Further no house or building shall be built on Lot 11R, Lot 4R, or Lot 9R, that is higher than 2 1/2 stories, above grade; grade being defined in

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the current Fauquier County Zoning Ordinance as the lowest point at which a building's exterior walls meet the finished ground level. Further all buildings for any purpose, shall be setback at last 200 feet from any common boundary line of Lots 11R, 4R and 9R. The covenants contained in this paragraph numbered 26 are irrevocable and can never be changed by the Developer or the lot owners."

7) Paragraph numbered 22 is amended by adding the new sentences: "After the Declarant has sold the last lot in the subdivision the lot owners shall be responsible to maintain these covenants. The said lot owners shall have the right to amend, add to, or delete any covenants herein except covenant number 26 by an instrument executed by two-thirds (2/3) of the then owners of the said lots in the subdivision, and recorded among the land records of Fauquier County, Virginia."

WITNESS the following signatures and seals:

VIRGINIA BEEF CORPORATION,  
A Virginia Corporation

BY: William R. Brackett (SEAL)  
WILLIAM R. BROCKETT, President

Shawn Hamrick (SEAL)  
SHAWN HAMRICK, TRUSTEE FOR  
THE AK LAND TRUST

WARRENTON FARM CREDIT, ACA,  
Noteholder

BY: John D. Day (SEAL)  
VICE PRESIDENT (Title)

Tim E. Tarr (SEAL)  
TIM E. TARR, SOLE ACTING TRUSTEE

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STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 1997, by William R. Brockett, President, Virginia Beef Corporation, a Virginia Corporation, on behalf of said corporation.

*Carol Hoff*  
Notary Public



My Commission Expires: June 30, 1997

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 1997, by Shawn Hamrick, Trustee, Land Trust.

*Carol Hoff*  
Notary Public



My Commission Expires: June 30, 1997

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 1997, by John S. Day, Vice President (title) of Warrenton Farm Credit, ACA, Noteholder.

*Sandra J. Brooks*  
Notary Public

My Commission Expires: 5/31/99

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 1997, by Tim E. Tarr, Sole Acting Trustee.

*Sandra J. Brooks*  
Notary Public

My Commission Expires: 5/31/99

Document Prepared By:  
Walker, Jones, Lawrence, Duggan & Savage, P.C.

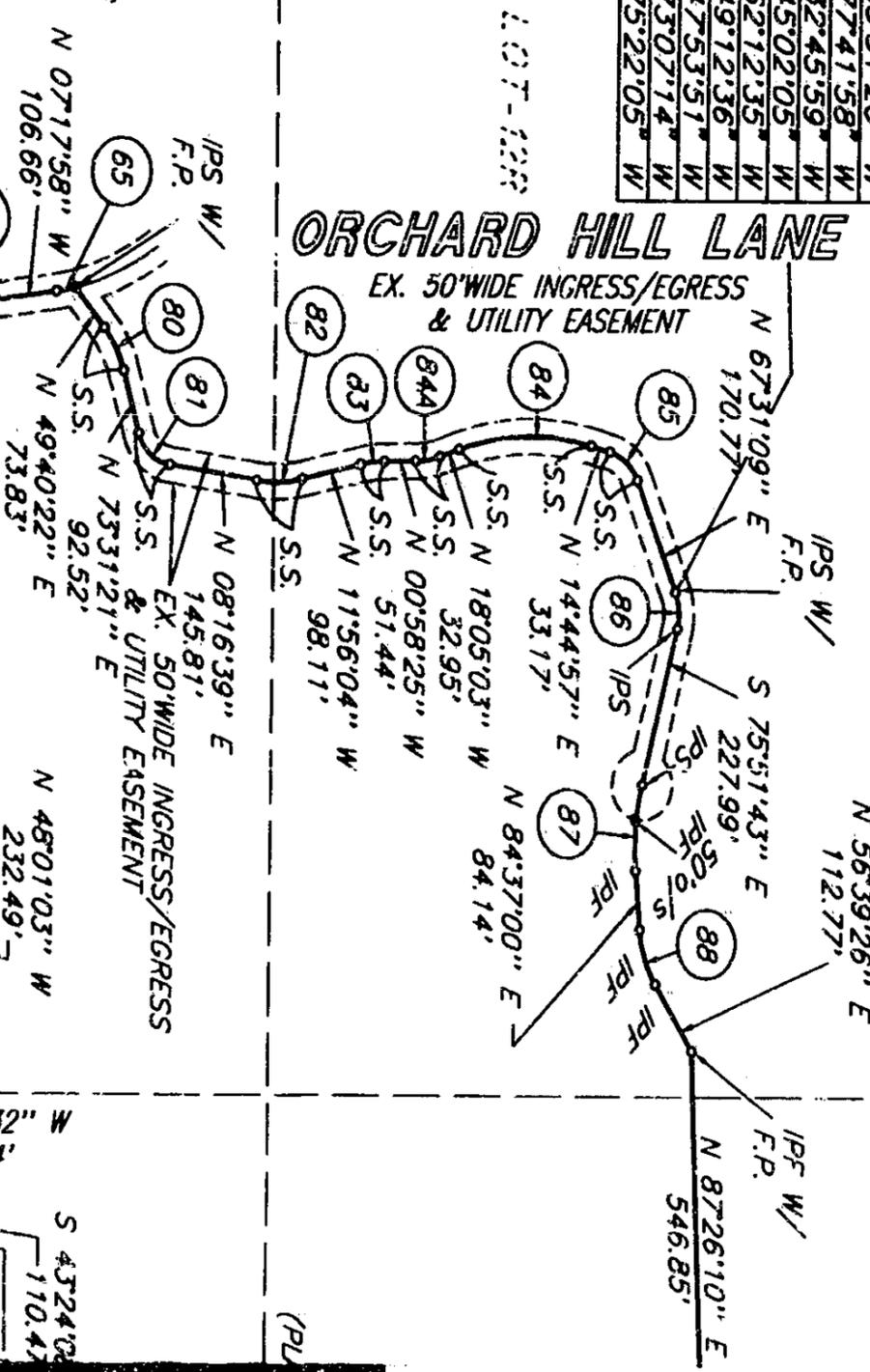


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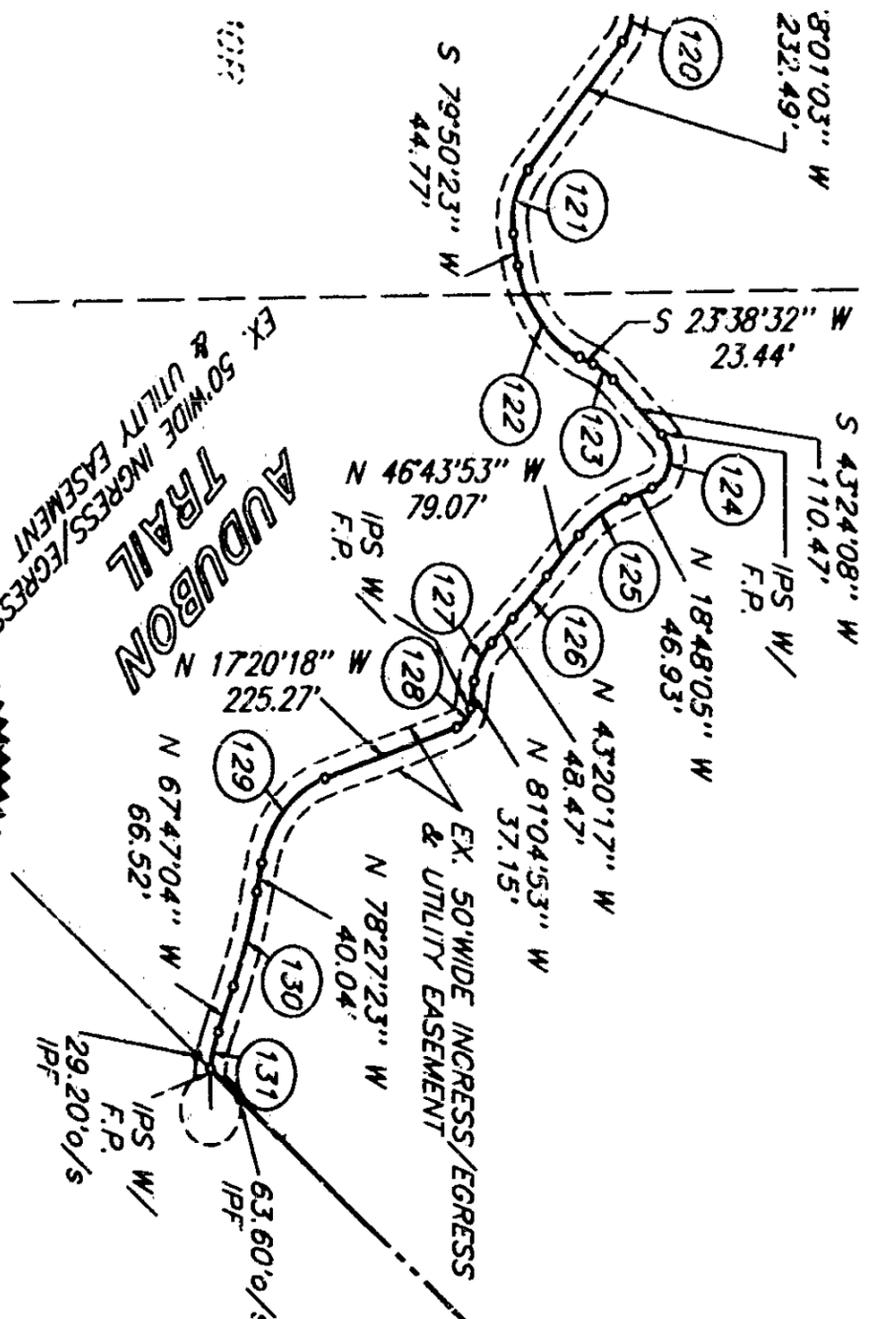
CURVE DATA

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CH. BEARING
65	418.81'	04°20'34"	31.75'	15.88'	31.74'	N 09°28'15" W
66	115.92'	50°38'06"	102.45'	54.84'	99.15'	N 18°01'05" E
67	126.06'	29°23'51"	64.68'	33.07'	63.97'	N 58°02'05" E
69	147.66'	06°16'30"	16.17'	8.09'	16.16'	N 75°52'14" E
75	70.59'	23°59'31"	29.56'	15.00'	29.35'	N 39°41'53" W
76	156.11'	35°31'13"	96.78'	50.00'	95.23'	N 45°27'44" W
77	233.86'	12°12'14"	49.81'	25.00'	49.72'	N 69°19'27" W
78	79.37'	56°20'04"	78.04'	42.50'	74.93'	S 76°24'24" W
79	61.12'	42°53'35"	45.76'	24.01'	44.70'	S 26°47'34" W
80	165.73'	23°50'59"	68.99'	35.00'	68.49'	N 61°35'51" E
81	62.49'	65°14'42"	71.16'	40.00'	67.38'	N 40°54'00" E
82	224.42'	20°12'43"	79.17'	40.00'	78.76'	N 01°49'42" W
83	208.46'	10°57'39"	39.88'	20.00'	39.82'	N 06°27'15" W
84	388.63'	32°50'00"	222.70'	114.50'	219.67'	N 01°40'03" W
84A	132.95'	17°06'38"	39.70'	20.00'	39.56'	N 09°31'44" W
85	68.54'	52°46'12"	63.13'	34.00'	60.92'	N 41°08'03" E
86	82.30'	36°37'08"	52.60'	27.23'	51.71'	N 85°49'43" E
87	358.02'	19°31'17"	121.98'	61.59'	121.39'	S 85°37'22" E
88	169.19'	27°57'33"	82.56'	42.12'	81.75'	N 70°38'13" E
118	21.53'	85°59'35"	32.32'	20.08'	29.37'	S 48°20'34" W
119	261.05'	38°02'40"	173.34'	90.00'	170.17'	S 72°19'02" W
120	64.65'	78°41'15"	88.79'	53.00'	81.98'	N 87°21'41" W
121	102.19'	52°08'34"	93.00'	50.00'	89.83'	N 74°05'20" W
122	174.18'	56°11'52"	170.84'	93.00'	164.08'	S 51°44'28" W
123	114.83'	19°45'36"	39.60'	20.00'	39.41'	S 35°31'20" W
124	43.67'	117°47'48"	89.79'	72.39'	74.79'	N 77°41'58" W
125	185.79'	27°55'48"	90.57'	46.20'	89.68'	N 32°45'59" W
126	1350.42'	03°23'36"	79.98'	40.00'	79.97'	N 45°02'05" W
127	90.90'	37°44'36"	59.88'	31.07'	58.80'	N 62°12'35" W
128	32.32'	63°44'35"	35.95'	20.09'	34.13'	N 49°12'36" W
125	152.43'	61°07'05"	162.60'	90.00'	155.00'	N 47°53'51" W
130	726.32'	10°40'19"	135.29'	67.84'	135.09'	N 73°07'14" W
131	196.48'	15°10'02"	52.01'	26.16'	51.86'	N 75°22'05" W

1. THIS TO CERTIFY THAT ON MAY 8, 1997, I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON. THAT ALL IMPROVEMENTS & VISIBLE EASEMENTS KNOWN ARE SHOWN HEREON. THAT THERE ARE NO ENCROACHMENTS, BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES, OR FROM



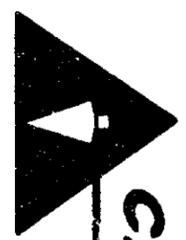
**LOT-9R**  
**122.8921 ACRES**  
 (PLAT AS PER DEED BOOK 696, PAGE 1569)



BK 0779 PG 1128



REVISED: MAY 28, 1997 REVISED BUILDING RESTRICTION LINE PER CLIENT.



**CARSON, HARRIS & ASSOCIATES, LLC**

**CIVIL ENGINEERING . LAND SURVEYING . LAND PLANNING**

39 GARRETT STREET, WARRENTON, VIRGINIA 20186  
 PHONE: (540) 347-9191 FAX: (540) 349-1905  
 CONTACT: JIM CARSON, P.E.

DRAWING: C:\ACAD12\DWG\APPLEMAN PLO18707-30

SHEET 1 OF 1

A BUILDING RESTRICTION LINE ON LOT-11R  
**APPLE MANOR SUBDIVISION**  
 (ALSO KNOWN AS LEEDS MANOR ORCHARD SUBDIVISION)  
 MARSHALL MAGISTERIAL DISTRICT  
 FAUQUIER COUNTY, VIRGINIA  
 SCALE 1"=300' MAY 8, 1997

PLAT SHOWING  
 LOT-8  
 &  
 LOT-9R

LEGEND

IPF W/ F.P.	IRON PIPE FOUND
IPF W/ F.P.	IRON PIPE FOUND WITH METAL FENCE POST
IPS W/ F.P.	IRON PIPE SET WITH METAL FENCE POST
o/s	OFFSET
S.S.	SPIKE SET

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LOT-11R

S 73°35'32" E  
176.59'  
S 70°14'05" E  
185.85'

LOT-4R

MAGNETIC NORTH 1989

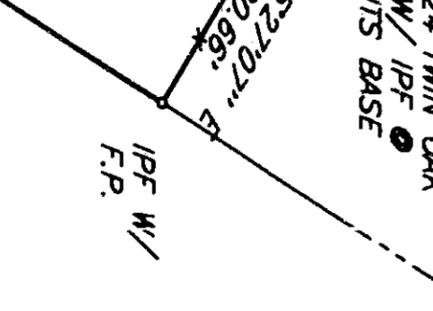
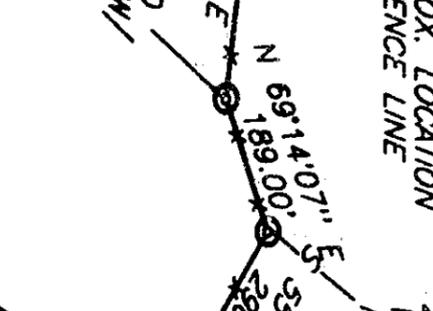
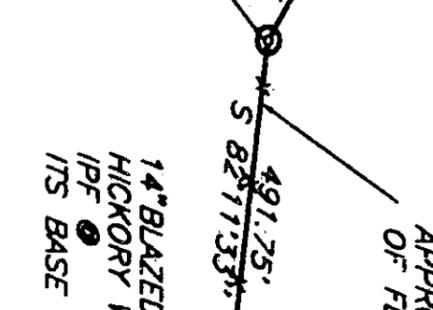
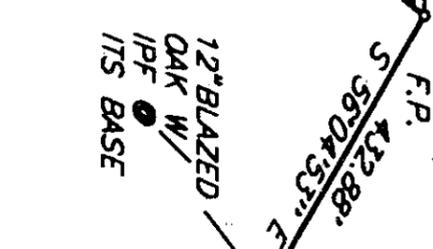
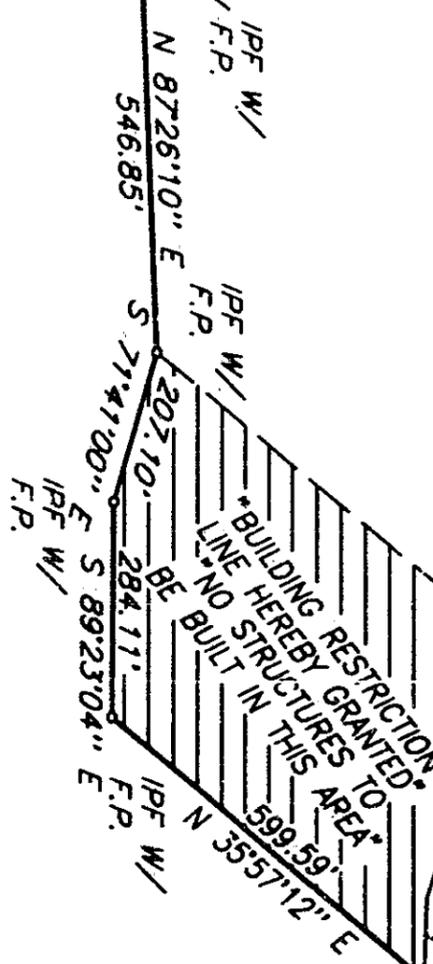
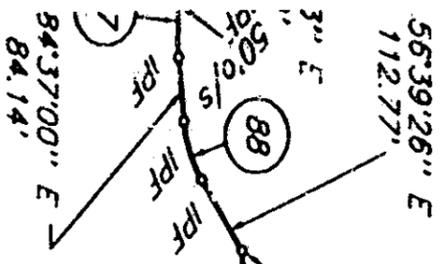
VIRGINIA: IN THE CLERK'S OFFICE OF THE FAUQUIER CIRCUIT COURT

This instrument was received in this Office and with certificate admitted to record on JUN - 9 1997 at 3:24 p.m.

\$21.00 fees pd. Tests: Wm D Harris Clerk

# LOT-9R 122.8921 ACRES

(PLAT AS PER DEED BOOK 696, PAGE 1569)



RESS/EGRESS  
MENT  
S 70°1'03" W  
110.47'

S 43°24'08" W  
110.47'

IPF W/  
F.P.

1093.97'  
S 29°23'42" W

LOT-7R