

EX0595231414

28-630-19

SNOW HILL

PHASE TWO

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

4-23-57

Snow Hill Corporation, a Virginia Corporation, hereinafter referred to as "Declarant", is the owner, in fee simple, of certain real property located in Fauquier County, Virginia, and known by Deed of Dedication as Snow Hill, Phase Two, pursuant to a plat of survey recorded in Deed Book 595, at page 124, among the land records of the Clerk's office of the Circuit Court of Fauquier County, Virginia;

WHEREAS, Snow Hill Corporation, the developer of Snow Hill is dedicated to the creation of a residential community of the highest environmental quality which blends harmoniously with nature. This requires, a compatibility of architecture, landscaping and planning, and can be achieved only through careful control, and;

WHEREAS, fair, consistent and reasonable control of architectural design, landscaping and siting of single family detached homes is appropriate, necessary and valuable in a quality community. Such control, achieved through the establishment of protective covenants and restrictions, systematic, uniform review procedures will protect environmental quality, encourage design excellence, preserve and enhance property values, and, importantly foster owner pride and satisfaction.

NOW, THEREFORE, in order to insure that the intent and purposes of these protective covenants, restrictions and

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reservations are complied with, the following easements, covenants, restrictions and conditions shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Declarant" shall mean Snow Hill Corporation and its successors or assigns.

2. "Association" shall mean and refer to Snow Hill Homeowner's Association, Inc., a Virginia non-stock corporation, its successors and assigns.

3. "Member" shall mean and include every person or entity who holds membership in the Association.

4. "Owner" shall mean and include each and every person or entity, whether one or more persons or entities, who hold a fee simple interest in any property herein described.

5. "Subdivision" shall mean the entire real property hereinbefore described and subdivided into lots, streets, common open space and areas, and known by official plat designation as Snow Hill, Phase Two, pursuant to a plat recorded in Deed Book 595 at page 1241, among the land records of the aforesaid Clerk's office.

6. "Lot" shall mean any tract of land shown as a residential building lot on the recorded subdivision plat referred to above. Common open space areas and streets are not

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included in the above definition.

7. "Common open space area" shall mean all real property shown on the above referenced plat of survey and owned by the Association for the common use and enjoyment of its owners. The common open space area to be owned by the Association at or prior to the time of the conveyance of the first lot is described and designated on the plat attached to the aforesaid Deed of Dedication duly recorded in the aforesaid Clerk's office.

ARTICLE II

ASSOCIATION

Every owner of a lot shall be a member of the Snow Hill Homeowner's Association, Inc., a Virginia non-stock corporation. Membership shall be appurtenant to and may not be separated from the ownership of a residential building lot.

1. Membership. The Association shall have two classes of voting membership as follows.

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot they own. When more than one person holds an interest in a given lot, such person or persons shall be but one "Class A member" and their vote may be exercised as they deem appropriate between themselves. In no event shall more than one vote be cast with respect to any one lot owned by a class A member.

Class B. The Class B member shall be the Declarant who shall be entitled to exercise three (3) votes for each lot owned. The Class B membership shall cease to exist and be

converted to a Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

2. Funding. In order to provide the initial operating capital for the Association, each purchaser of a lot shall pay \$150 unto the Association upon his acceptance of the deed conveying his lot from the Declarant. Thereafter, the Association shall be funded by the regular and special assessments as hereinafter provided.

3. Board of Directors. In order to insure the intent and purpose of the protective covenants, restrictions and reservations are complied with and for the purposes of conducting any and all business on behalf of the Association, including but not limited to the following:

- (a) Administration of the Association accounts,
- (b) fixing of regular assessments and their method of collection,
- (c) payment of real estate taxes applicable to the common areas,
- (d) maintenance of insurance policies to indemnify the Board of Directors and the EPB from personal liability, and to provide liability coverage as to the common areas.

4. Environmental Protection Board. In order to perform the acts and functions necessary to review all specifications and plans for any and all improvements as is herein enumerated, an Environmental Protection Board, herein referred to as the EPB, is established to perform the above described acts and functions and to perform any and all necessary acts or functions which may be established for it in the By-Laws of the Association.

- (i) Article V, Section 1, of the By-Laws of the Association provides for the appointment of the

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initial Board of Directors and the EPB by the Declarant until such time as the Class B membership becomes Class A membership. At that time, the EPB shall be duly elected by the members in accordance with the By-Laws of the Association. The initial Board of Directors shall consist of William W. Sanders, Jr., Patricia P. Sanders and Richard A. Sanders. The initial EPB shall consist of Wallace W. Sanders Jr., Richard A. Sanders and Wade Palmer.

- (ii) The addresses of the Board of Directors and the EPB shall be the same as that of the registered office of the Association, unless and until changed by action of the Association by its Board of Directors.

ARTICLE III

RESTRICTIONS AND RESERVATIONS

The following protective covenants, restrictions and reservations are hereby established, declared and prescribed to run with the aforesaid land for a period of twenty-five (25) years from the date hereof and after that time to continue automatically for additional twenty-five (25) year periods, unless and until modified as is provided for in the Fauquier County Zoning Ordinance, as amended.

A. Design and Construction

1. No building, structure, fence, utility yard or other improvement shall be placed, altered or remodeled on any lot until the building plans, specifications and plot plans showing the location of such improvements on the lot have been submitted to the EPB and approved thereby in writing. All improvements shall be placed on the lot only in accordance with the plans and specifications duly submitted and approved by the EPB. The EPB, in considering such improvements, shall take into consideration the location of such improvements with respect to topography, scenic easements, natural amenities, finished ground elevations, neighboring structures, color coordination, type and quality of exterior materials, general aesthetic appearance and the intent and purposes of this subdivision declared herein. In the event the EPB fails to approve or disapprove a duly submitted plan within thirty (30) days after the date of such submission, or in the event, if no action at law or in equity is initiated by the Association in reference to such improvement, prior to the completion of such improvement, such approval will not be required. No construction shall commence unless and until all plans are duly submitted and approved in accordance herewith.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence, not to exceed 2 1/2 stories and a private garage, for not more than four automobiles. No trailer, tent, shed or other buildings or temporary structures shall be erected, placed or permitted to remain on any lot. No garage or out-building shall be constructed or erected upon the

lots prior to the construction of the main dwelling house. No basement shall be constructed except in the integral process of the construction of the main dwelling house which construction must proceed without interruption until completion of said dwelling. No dwelling house shall be occupied until the same is completed and a Certificate of Occupancy is issued by the appropriate County agency.

3. The lots of this subdivision shall be used for residential purposes only. No purchaser, owner or member shall be allowed to subdivide or resubdivide any lot herein so as to produce a greater number of smaller lots than currently exist. However, more than one lot may be used for the erection or placement of a residential structure provided the same is duly approved by the EPA.

4. All residential structures shall have a finished, heated living area, exclusive of porches, basements, breezeways and garages, of not less than:
 (a) 2000 square feet of such living space for one story structures.
 (b) 2300 square feet of such living space for structures of more than one story, which shall include split-level and hi-level structures.

5. Mobile, modular or pre-assembled homes shall not be permitted within the subdivision.

6. In order to maintain architectural diversity throughout the neighborhood, duplications of exterior design will not be permitted when structures are within visual range of each other.

7. Once approval is received for construction, except in unusual circumstances beyond the control of the owner, the improvement must be under continuous construction and be completed within one year.

B. Siting and Landscaping

1. The cutting of live trees shall be held to a minimum with total clearing of trees being limited to areas for the building site, the drain field, gardens, driveways and parking areas. No fill dirt or rocks shall be removed from the premises nor shall the elevation thereof be changed in any manner, if by so doing, it shall result in a detrimental effect to an adjacent lot or the subdivision in general. The balance of the property insofar as is practical, shall remain in forest floor to result in the minimal disruption of the immediate environment and to insure the prosperity of established trees and bushes. Owners

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are required to follow sound forestry management practices in caring for their property.

2. Erosion control practices as are prescribed by the appropriate government authority and/or the EPB shall be followed during and after construction.

3. During construction, the removal of mud and debris tracked onto the streets shall be the responsibility of the owner of the lot under construction. Lot owners shall immediately correct any damage caused by themselves, their contractors, their agents or employees, to the streets, ditches, shoulders, culverts, pipes, other street improvements or common areas.

4. All driveways shall be designed and constructed in accordance with the prevailing specifications of the Virginia Department of Transportation (VDOT). Not less than fifty feet (50') of stone driveway shall be installed prior to the commencement of any construction.

5. Walk or curb lights may be installed by the owners at their own expense, subject to the prior approval of the EPB. All exterior lighting must be approved by the EPB and should have concealed light sources. Pole lights shall not be erected to a height greater than ten feet (10').

6. The following may be erected and maintained on a lot only if the same are wholly located within the residence, garage or in a utility yard: ponds, yards, houses for pets, above ground storage of construction materials, wood, fuel oil tanks, clothes racks and clothes lines, clothes washing or drying equipment. Plans for utility yards shall be submitted together with the plans for the residence. Each such utility yard shall be screened by fencing or shrubbery of such height and construction deemed appropriate by the EPB.

7. Any boundary fences erected on the lots shall be subject to the approval of the EPB and shall be constructed of wood, stucco, brick, stone, shrubbery or other material approved by the EPB. Any fence erected along Snow Hill Drive shall be natural, split rail, variety as approved by the EPB.

8. The erection of television antennas, satellite discs, radio antennas and similar forms of communication reception outside of a residence is not permitted.

9. The design and location of all exterior lights, mailboxes and newspaper receptacles will be approved by

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the EPB.

10. Where site conditions permit, garages must be entered from the side or rear of the house.

11. Since the establishment of standard, inflexible building set-back lines for locating houses on lots may have a detrimental impact on privacy, views, preservation of desirable trees and other natural amenities, no specific set-back lines are established hereby, subject only to prevailing Fauquier County Zoning Ordinances which may establish such requirements. In order to assure that the location of houses or other structures will be staggered, so that the maximum amount of view and privacy will be available to each house, the structures will be located with regard to the topography of each individual lot, taking into consideration special natural amenities and similar considerations.

C. GENERAL

1. All telephone, electric and other utility lines and connections between the main utility distribution lines and the residences or other improvements on each lot shall be concealed and located underground.

2. All septic systems shall be installed to complete compliance with the then prevailing requirements of the County Health Department. The owner acknowledges that he will obtain all necessary permits and comply with all prevailing code specifications and requirements.

3. Boats, trailers, campers and other recreational vehicles shall not be stored on any lot, common area or right of way within the subdivision. The only exception to the above shall be when such a vehicle is stored within a residence.

4. The discharge of any firearm, regardless of size and calibre, is hereby prohibited within this subdivision.

5. No noxious, illegal, or offensive trade or activity shall be carried on upon any lot, common open space or street, nor shall anything be done thereon which, in the judgement of the EPB, may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises unless approved by the EPB in advance. The only signs which are permitted to be displayed are customary name and address identification signs, subject

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to the discretion of the EPB. "For Sale" and "For Rent" signs shall be of the approved, standard size. No trade materials or inventories may be stored upon the premises, nor trucks or tractors used in trade or otherwise, (except pick-up trucks and personal transportation vans), may be stored or regularly parked on the premises except in the facilities described in paragraph 14.

6. Adequate off street parking shall be provided by the owner of each lot for the parking motor vehicles owned by such owner. Owners of all lots hereby agree that they shall not park their motor vehicles on the streets of the development. Multiple parking space shall be screened from view where possible.

7. No animals or poultry of any kind, other than household pets, shall be kept for boarding, breeding or maintained for commercial purpose whatsoever.

8. Each lot owner shall keep his lot free of, trash and rubbish, and properly maintained so as to present a pleasing appearance, consistent with the policy and intent declared herein, and shall maintain the proper contour of the land in order to prevent erosion. In the event a lot owner does not properly maintain his lot as above provided and in the opinion of the EPB the repair or maintenance of such lot is required to maintain the requisite aesthetic appearance, they, then, may cause the required work to be done and the cost thus incurred shall be forthwith paid by the owner and in no event later than thirty days. In the event the that

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the EPB determines that work is required to enforce the provisions of this paragraph, then entry upon the lot to perform such work shall not be deemed a trespass.

9. No mini-bikes, trail bikes, snow mobiles, go-carts, or other similar recreational vehicles not capable of being licensed, shall be operated on any right-of-way, lot or the area of common open space area.

ARTICLE IV

ASSESSMENTS

Declarant hereby covenants for each lot within the subdivision, and each lot owner, by acceptance of a deed for said lot, is hereby deemed to covenant to pay to the Association any and all assessments levied by the Association as herein provided.

1. Regular Assessments. Regular assessments shall be established by the Board of Directors as to amount and method of collection and may be adjusted by them on an annual basis depending upon the financial requirements of the Association subject to the approval by a two-thirds majority of the members. Regular assessments are hereby fixed at \$ 200⁰⁰ per annum for each lot until such time as a different rate is established as is provided for in the By-Laws. The Association may, by a two-thirds vote of the members, direct that the regular assessment be increased to an amount sufficient to pay for the costs of refuse collection for all lots.

2. Special Assessments. Special assessments shall be those in addition to those authorized above and shall be for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement on the common area or streets, including fixtures and personal property related thereto. Such special assessment shall be limited to one assessment per year, which must be approved by a two-thirds majority of the members.

3. General Assessment Provisions. (a) All assessment funds shall be used exclusively to promote the health, safety, welfare and recreation of the members and for the improvements of the common open space areas.

(b) Each assessment must be fixed at the same rate and method of collection for all lots.

(c) Written notice of all assessments shall be sent to every owner subject thereto at least thirty (30) days before such assessment becomes due and payable. Any assessment not paid within fifteen (15) days after its due date shall be deemed in default and bear interest from such due date at the then current judgment rate of interest.

(d) Each assessment, together with any applicable costs and reasonable attorney's fees, at Twenty percent (20%), shall be the personal obligation of the record owner at the time such assessment fell due. No owner may avoid liability for any assessment by waiver, non use or abandonment of any right or real estate. Except as otherwise provided, the new owner shall be jointly and severally liable for any and all unpaid assessments. Said assessment lien shall be subordinate to any mortgage or deed of trust.

(e) The Association may bring an action at law against any owner in default or may foreclose upon the lien established hereunder. The Association shall, on or before the 15th day of January of each and every year, cause a list of owners in default and the amount of their respective delinquent assessments to be recorded among the land records of the Circuit

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Court of Fauquier County, Virginia. Upon demand and for a reasonable charge, the Association will provide a signed certificate which will set forth the status of an individual owner's payment of assessments levied against his lot.

ARTICLE V
COMMON AREA

1. Title and Upkeep. The Declarant, on behalf of itself and its successors and assigns, hereby covenants that prior to the conveyance of a lot to an owner other than the Declarant, the Common Area will be conveyed to the Association in fee simple, subject to all easements, agreements, restrictions and such encumbrances then of record. Upon the incorporation of the Association, upkeep of the Common Area shall be the responsibility of the Association, clearing or maintenance in the common open space area shall be restricted to underbrush and/or dead or felled trees, except for the common open space areas carrying running water, which are to be maintained in as a state of nature or used for a distance of fifty feet (50') on each side of said running water. Any BMP ponds in common open space areas shall be maintained by the Association in accordance with the provisions of Article II-602 of the Fauquier County Zoning Ordinance. BMP's shall include all ponds, dams and spillways. For maintenance purposes, an easement is established to include such ponds, dams and spillways. The BMP's shall be properly maintained in order to insure operation in accordance with design specifications. The County shall, in no event, be responsible for maintenance except

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as is provided for in Article 11-602 of the Zoning Ordinance.

2. Right of Use and Enjoyment. Appurtenant to each lot, whether or not mentioned in the deed thereto, shall be an easement which is hereby created, entitling all persons lawfully occupying or residing on a lot in Snow Hill to use and enjoy the Common Area in common with all persons lawfully residing on other lots for purposes of recreation as is approved by the Association. Any purported conveyance or other transfer of that easement without the lot to which it is appurtenant shall be void. The easement created is subject to the powers of the EPB to; reasonably regulate the use and enjoyment of such common area, to place a lien against such common area to secure repayment of an indebtedness incurred by the Association, to suspend the rights of any person or persons delinquent in the payment of any lawful assessment, to dedicate, convey or otherwise transfer the Common Area or any portion thereof to any governmental body or authority or utility as may be agreed by a two-thirds majority vote of the owners.

3. The Declarant reserves unto it any and all ownership interest in any treasure trove in the land which comprise Snow Hill Subdivision. Should any person find a treasure in this land, he shall forthwith notify the Declarant and it shall have the right to remove said treasure trove without recourse to the owner of any lot herein or to the finder of said treasure. Declarant reserves any remedy, either at law or in equity, to enforce such interest.

ARTICLE VI

EASEMENTS

1. Declarant reserves for itself, its successors and assigns, the right to grant easements for the installation and maintenance of utilities and drainage facilities as it may deem reasonable and for ingress and egress across common open space areas. Easements are reserved on and across all common areas in the subdivision for the benefit of the Association for the purposes of such maintenance activities as the Association shall undertake.

2. There is hereby created and granted an easement over the property for the lawful performance of their functions in the event of emergencies by all police, fire, ambulance and other rescue personnel.

3. The Association shall insure that the use of the 100' wide buffer area will be limited to passive recreation and will remain in a state of nature and limited to selective timbering in accordance with approved forestry standards.

ARTICLE VII

ROADS AND STREETS

AND CENTRAL WATER

1. Declarant shall be responsible for the design and construction of all public streets as shown on the recorded subdivision plat. Said design and construction shall be in accordance with the then prevailing specifications of the Virginia Department of Transportation (VDOT). Declarant shall

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past sufficient bond to insure completion of said streets to State and county standards. Upon completion of said streets, Declarant shall dedicate the same to public use. Any damage to said streets by owners as is mentioned in Article III, paragraph 7, shall be repaired at the expense of the owner.

2. Common driveways are to be maintained by those whose property is served thereby. Driveways are to be used as access to and from cul-de-sacs only and not as direct access to Snow Hill Drive.

3. The Declarant shall construct a central water system for the supply of water to all dwellings within the subdivision. Said system shall be constructed to the applicable standards of the Virginia Department of Health and the Fauquier County Water and Sanitation Authority. Upon completion of said system, Declarant is to transfer ownership thereof to the Fauquier County Water and Sanitation Authority and, upon its acceptance, Declarant will relinquish all responsibility and liability for the operation and maintenance of said system. Should the system be rejected by the WSA, then, the Association shall operate and fund said system with fees charged to the homeowners to cover the operating costs.

ARTICLE VIII

GENERAL PROVISIONS

1. Declarant, the Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of

this declaration. Failure by Declarant, the Association, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no way affect any other provision, which shall remain in full force and effect.

3. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the Board of Directors, and approved by not less than two-thirds of the Association's membership. In no event may Articles 3-3 and 5-1 of these Covenants be changed or amended absent prior approval by the Board of Supervisors. In no event shall Article 5-3 be changed or amended.

4. No breach of any conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith, and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

5. Notice, where required to an owner, shall be deemed to have been given, (i) when delivered in hand to any person or persons who, alone or with others, constitutes an owner, or (ii) when mailed by first class postage, to any such person at their last known address. Where an owner may be more than one person

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or entity, it shall be the responsibility of the person or entity so notified, to inform such other persons or entities affected.

6. Nothing contained herein or in any Association documents shall be deemed to impose on Declarant or Association any obligation to construct or provide any dwellings or improvements whatsoever.

7. Any cost, expense or charge incurred by the Board of Directors in the enforcement of any of these covenants, restrictions or reservations, shall be billed to the lot owner causing such violation. Any charges so incurred shall be paid by the violating lot owner in full within thirty days from the date of billing. Failure to so pay will entitle the Association to place and enforce a lien on the violator's lot as is prescribed in Article III.

8. Irrespective of any other provision herein contained, the Board of Directors, on behalf of the Association and with its two-thirds majority approval, reserves the right, from time to time, to amend or correct these covenants, restrictions and reservations, or resubdivide any lot or lots shown on the subdivision plat so long as such amendment, correction or resubdivision is, in the opinion of the Board of Directors, in keeping with the original intent and purposes of these declarations.

9. Plans for improvements to be acted upon by the EPB as is herein required shall be submitted, processed and acted upon in the manner prescribed by the EPB. The guidelines for such

procedure of approval, including application forms and specifications requirements, shall be obtained from any member of the EPB.

10. Each owner shall be responsible for obtaining any and all necessary and proper, State or County, permits or licenses prior to making any improvements on the lots of this subdivision.

11. In the event of default by the Association in the maintenance of common open space areas, improvements, or easements, as provided herein, the County of Fauquier may undertake said responsibility for maintenance of the Association and assess reasonable charges for the same in the manner and after notice as is provided for in the applicable sections of the Fauquier County Zoning Ordinance, as amended. Said Ordinance and amendments being specifically incorporated herein by reference.

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SNOW HILL CORPORATION

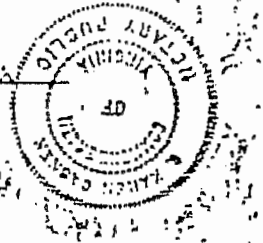
By Richard A. Sanders
Richard A. Sanders
President

STATE OF VIRGINIA

COUNTY OF FAUQUIER, TO-WIT:

The foregoing document was acknowledged before me this
17th day of April, 1989, by Snow Hill Corporation by its
President, Richard A. Sanders.

Karen C. [Signature]
NOTARY PUBLIC



My Commission Expires:

July 29, 1990

Virginia in the Clerk's Office of Fauquier Circuit Court APR 20 1989

This instrument was this day received in said Office and with
certificate admitted to record at 8:43 A.M.

Tax of \$ imposed by Section 68 1-802 Paid
State Tax County Tax
Transfer Fee Clerk's Fee 25.00 Total 25.00

Teste [Signature] Clerk

SHEET 1

Contract No. 87

88-02976

88-02976

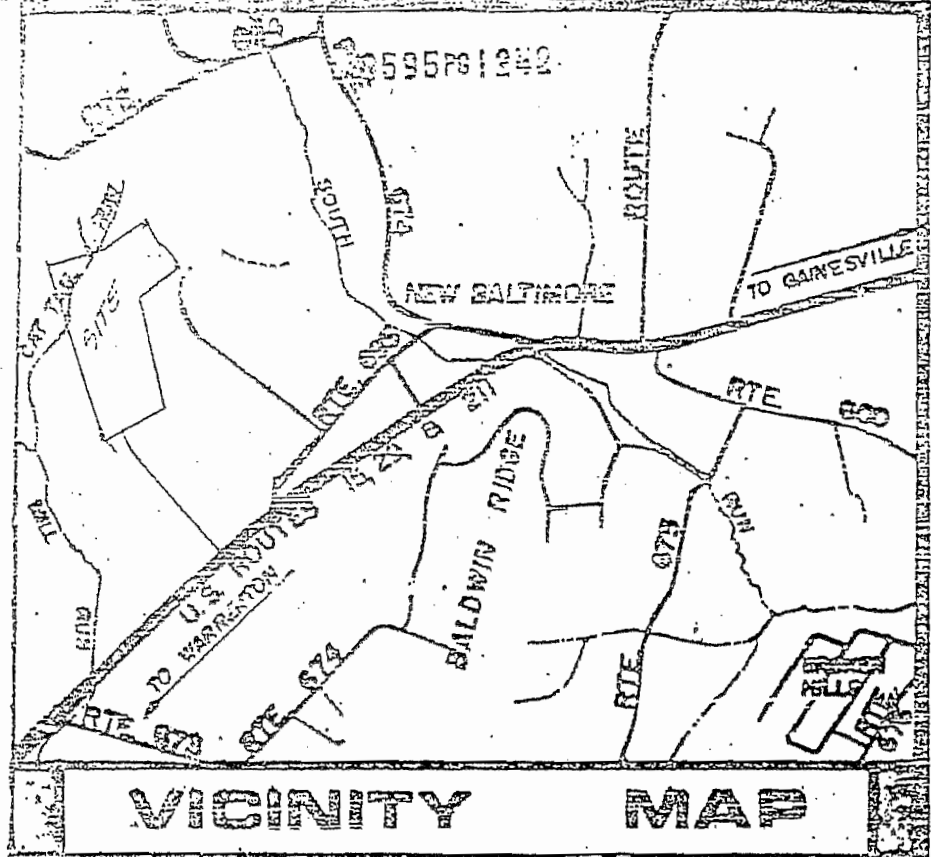
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7	88-03-21	53.45	28.10	87.00	82-12-13 E
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22	88-03-21	57.53	37.60	87.00	82-12-13 E
23	88-03-21	152.67	102.60	87.00	82-12-13 E
24	88-03-21	91.23	60.10	87.00	82-12-13 E
25	88-03-21	72.77	42.60	87.00	82-12-13 E
26	88-03-21	73.44	43.00	87.00	82-12-13 E
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29	88-03-21	29.44	15.60	87.00	82-12-13 E
30	88-03-21	116.72	98.70	87.00	82-12-13 E
31	88-03-21	22.50	12.90	87.00	82-12-13 E
32	88-03-21	117.03	100.30	87.00	82-12-13 E
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53	88-04-21	21.20	11.20	87.00	82-12-13 E
54	88-04-21	152.20	102.20	87.00	82-12-13 E
55	88-04-21	61.64	44.90	87.00	82-12-13 E
56	88-04-21	271.44	177.00	87.00	82-12-13 E
57	88-04-21	291.70	192.30	87.00	82-12-13 E
58	88-04-21	24.40	14.20	87.00	82-12-13 E
59	88-04-21	121.70	80.20	87.00	82-12-13 E
60	88-04-21	125.00	82.60	87.00	82-12-13 E
61	88-04-21	147.44	92.90	87.00	82-12-13 E
62	88-04-21	29.70	15.20	87.00	82-12-13 E
63	88-04-21	252.15	142.20	87.00	82-12-13 E
64	88-04-21	127.48	84.40	87.00	82-12-13 E
65	88-04-21	220.20	119.20	87.00	82-12-13 E
66	88-04-21	167.10	102.20	87.00	82-12-13 E
67	88-04-21	50.24	30.70	87.00	82-12-13 E
68	88-04-21	47.94	29.50	87.00	82-12-13 E
69	88-04-21	103.55	62.30	87.00	82-12-13 E
70	88-04-21	234.41	160.30	87.00	82-12-13 E
71	88-04-21	50.06	29.00	87.00	82-12-13 E
72	88-04-21	192.24	101.10	87.00	82-12-13 E
73	88-04-21	23.59	13.00	87.00	82-12-13 E
74	88-04-21	349.97	177.60	87.00	82-12-13 E
75	88-04-21	150.21	73.30	87.00	82-12-13 E
76	88-04-21	65.01	45.20	87.00	82-12-13 E
77	88-04-21	35.74	17.00	87.00	82-12-13 E
78	88-04-21	213.20	108.20	87.00	82-12-13 E
79	88-04-21	211.16	105.80	87.00	82-12-13 E
80	88-04-21	12.00	7.50	87.00	82-12-13 E
81	88-04-21	270.30	140.50	87.00	82-12-13 E
82	88-04-21	62.31	43.20	87.00	82-12-13 E
83	88-04-21	29.52	15.20	87.00	82-12-13 E
84	88-04-21	275.16	143.40	87.00	82-12-13 E
85	88-04-21	26.23	14.30	87.00	82-12-13 E
86	88-04-21	237.69	123.40	87.00	82-12-13 E

MAINT TO 300A
MATCH TO 1010A

MATCH TO LOT 4
MARCH TO 2004

SHEET 2



VICINITY MAP

SURVEYORS CERTIFICATE

I, JAMES H. HARRIS, A DULY CERTIFIED LAND SURVEYOR, LICENSED BY THE STATE OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND EMBRACED IN THE SUBDIVISION TO BE KNOWN AS PHASE TWO, SNOW HILL IS NOW IN THE NAME OF SNOW HILL CORP. AS SHOWN IN DEED BOOK 498, PG. 812, ACQUIRED BY HIM FROM W.W. SANDERS JR.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE & BELIEF, ALL THE REQUIREMENTS OF THE FAUQUIER CO., VA. SUBDIVISION ORDINANCE HAVE BEEN COMPLIED WITH.

GIVEN UNDER MY HAND THIS 17TH DAY OF JULY 1987.

James H. Harris
James H. Harris

MATCH TO LOT 4
MARCH TO 2004

82	30.00'	10-09-09	62.31'	43.22'	24.40'	B 29-28-02 W
83	207.48'	10-09-09	30.24'	22.31'	20.00'	B 25-31-39 W
84	1424.07'	10-22-03	226.16'	113.40'	624.54'	M 05-26-00 W
85	22.00'	27-28-42	247.89'	122.42'	73.51'	N 41-03-20 E
86	361.25'	27-28-42	247.89'	122.42'	223.63'	B 73-36-37 E
87	55.00'	27-28-42	263.31'	49.19'	72.23'	N 01-02-03 E
88	55.00'	27-28-42	247.17'	295.04'	527.10'	N 30-52-26 E
89	55.00'	27-28-42	240.49'	77.78'	88.21'	N 64-25-26 E
90	55.00'	27-28-42	265.36'	49.19'	72.23'	S 30-49-23 E
91	1530.00'	12-30-00	225.18'	263.20'	222.61'	N 73-54-04 E
92	55.00'	27-28-42	244.10'	49.23'	72.23'	N 36-25-04 E
93	424.42'	20-01-04	210.21'	107.07'	378.44'	E 20-04-46 W
94	349.09'	20-12-40	225.25'	325.72'	477.08'	E 44-27-12 W
95	299.03'	20-12-40	450.01'	279.92'	451.75'	E 44-27-12 E
96	223.00'	20-09-00	222.22'	116.91'	212.24'	M 23-39-38 W
97	219.75'	24-07-26	500.18'	252.15'	452.43'	M 66-07-36 W
98	668.75'	25-37-26	304.16'	200.52'	390.79'	N 71-31-41 W
99	767.27'	25-03-00	267.83'	125.23'	266.47'	N 11-27-58 W
100	1250.07'	12-30-00	274.20'	124.00'	274.20'	N 07-42-08 W
101	550.00'	11-24-41	114.24'	57.33'	114.14'	M 05-00-17 W
102	550.00'	65-05-12	634.40'	327.72'	599.22'	M 20-52-01 E
103	550.00'	78-09-00	745.75'	445.25'	622.25'	M 29-02-02 E
104	1520.00'	24-11-02	613.15'	321.26'	622.45'	M 76-07-23 E
105	1520.00'	00-48-13	232.12'	117.70'	234.03'	E 65-28-07 E
106	1500.00'	10-48-23	293.13'	141.99'	252.74'	E 26-22-23 E
107	1470.00'	02-21-12	221.26'	111.00'	221.17'	E 02-17-04 E
108	1500.00'	20-09-00	916.30'	472.91'	902.12'	M 21-32-02 E
109	284.24'	20-01-04	294.55'	162.50'	261.02'	M 23-31-39 W
110	429.42'	24-07-26	255.04'	131.23'	252.27'	E 16-13-23 W
111	404.15'	24-07-26	245.00'	125.04'	242.22'	E 07-07-42 W
112	325.90'	42-07-06	327.41'	174.23'	317.70'	M 22-11-55 W
113	324.08'	25-12-40	467.63'	303.22'	440.21'	E 24-27-12 E
114	222.00'	20-00-00	244.25'	120.37'	221.27'	M 23-23-02 W
115	844.75'	04-18-51	93.09'	46.54'	93.09'	M 51-44-14 W
116	844.75'	11-29-26	501.27'	222.24'	482.20'	M 71-37-07 W
117	844.75'	12-18-47	594.26'	310.00'	522.18'	M 68-46-33 E
118	520.00'	48-23-21	441.51'	232.05'	422.17'	E 22-22-12 E
119	520.00'	11-02-23	100.14'	52.23'	100.04'	M 22-30-00 E
120	1470.00'	06-12-36	154.33'	72.74'	152.23'	N 67-08-20 E
121	1470.00'	15-17-00	192.12'	197.23'	390.95'	N 77-23-00 E

MARCH TO 30 CPA
MARCH TO 10 CPA

BK 595PG 1243

AREA TAB
LOTS - 75
COMMON AREA -
RIGHT OF WAY -
TOTAL - 9

CERTIFICATE OF APPROVAL

THIS SUBDIVISION TO BE KNOWN AS
SNOW HILL, PHASE TWO COMPLIES WITH
EXISTING RULES & REGULATIONS & THEREFORE
MAY BE PUT TO RECORD.

Approved: Oct 24 1987 Steve Crowley C. A.S.

SHEET 3

MARCH TO 30 CPA
MARCH TO 10 CPA

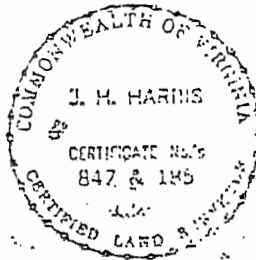
JULY 1987.

MATCH TO A004
MATCH TO 20F4

James H. Harris
J. H. HARRIS - C.L.S. 847 & 145
BK0595861244

TABULATIONS

754925 AC.
AREA - 56302 AC.
WAY - 10.5341 AC.
52.1126 AC.



OWNERS CONSENT

THIS SURRENDER OF LAND IS WITH THE
FREE CONSENT & IN ACCORDANCE WITH THE DESIRES
OF THE UNDERSIGNED OWNERS.

Richard A. Sanders

SUBSCRIBED & ACKNOWLEDGED BY ME THIS 10th DAY
OF February 1987

G. Karen Coates

NOTARY PUBLIC (MY COMMISSION EXPIRES 7-29-89)



PHASE TWO

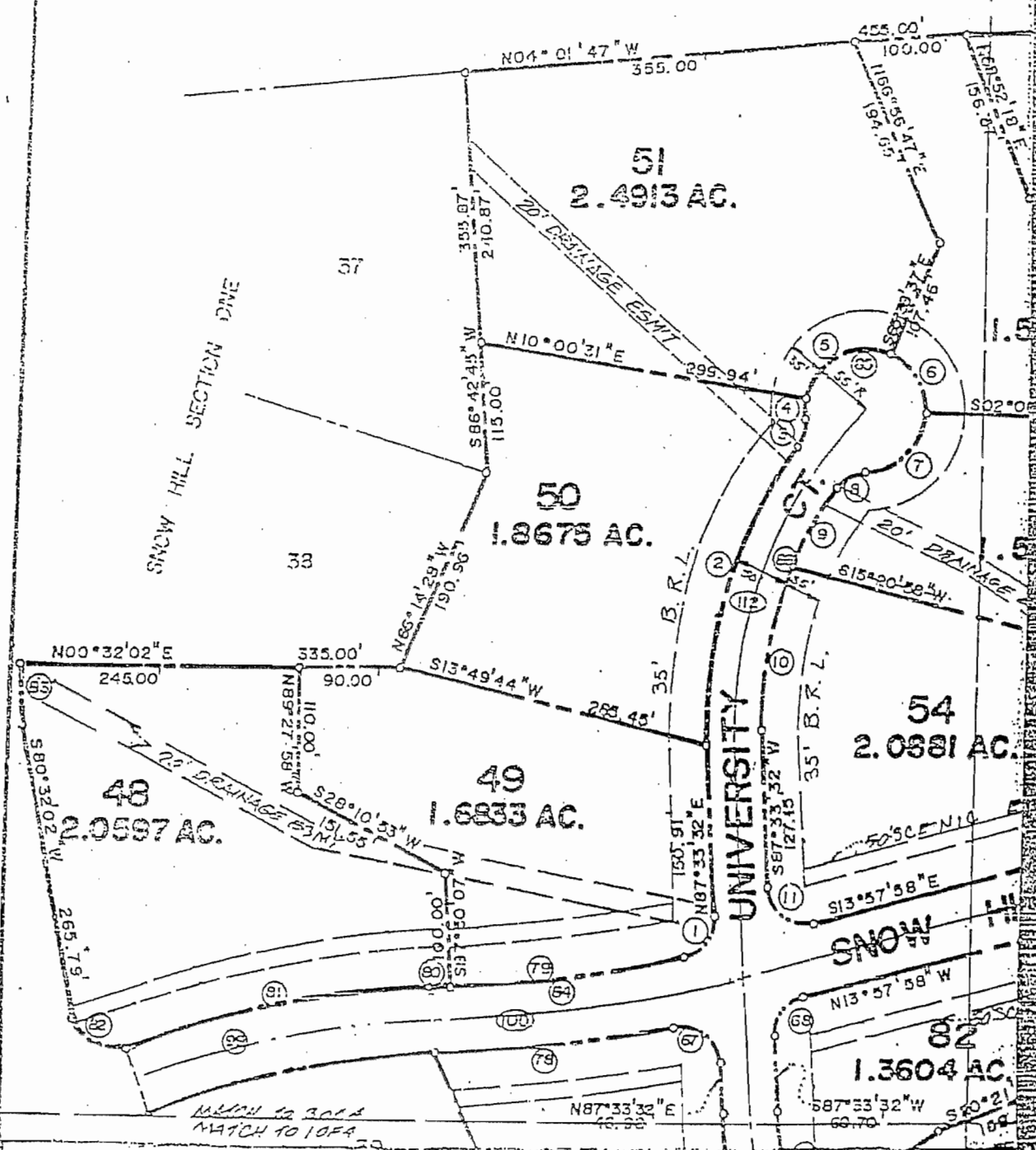
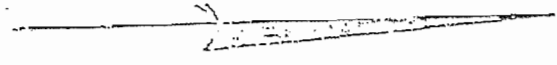
RECORD	FLAT
PHASE II SNOW HILL SCOTT DISTRICT FAUQUER COUNTY, VIRGINIA	
James H. Harris & Associates, Inc.	DES.
LAND SURVEYING & LAND PLANNING Warrenton, Virginia	OWN.
	CON.

Match to A004
Match to 20F4

SHEET 2

SHEET 17 OF 19

ADJUST TO 1004
MATCH TO 10304

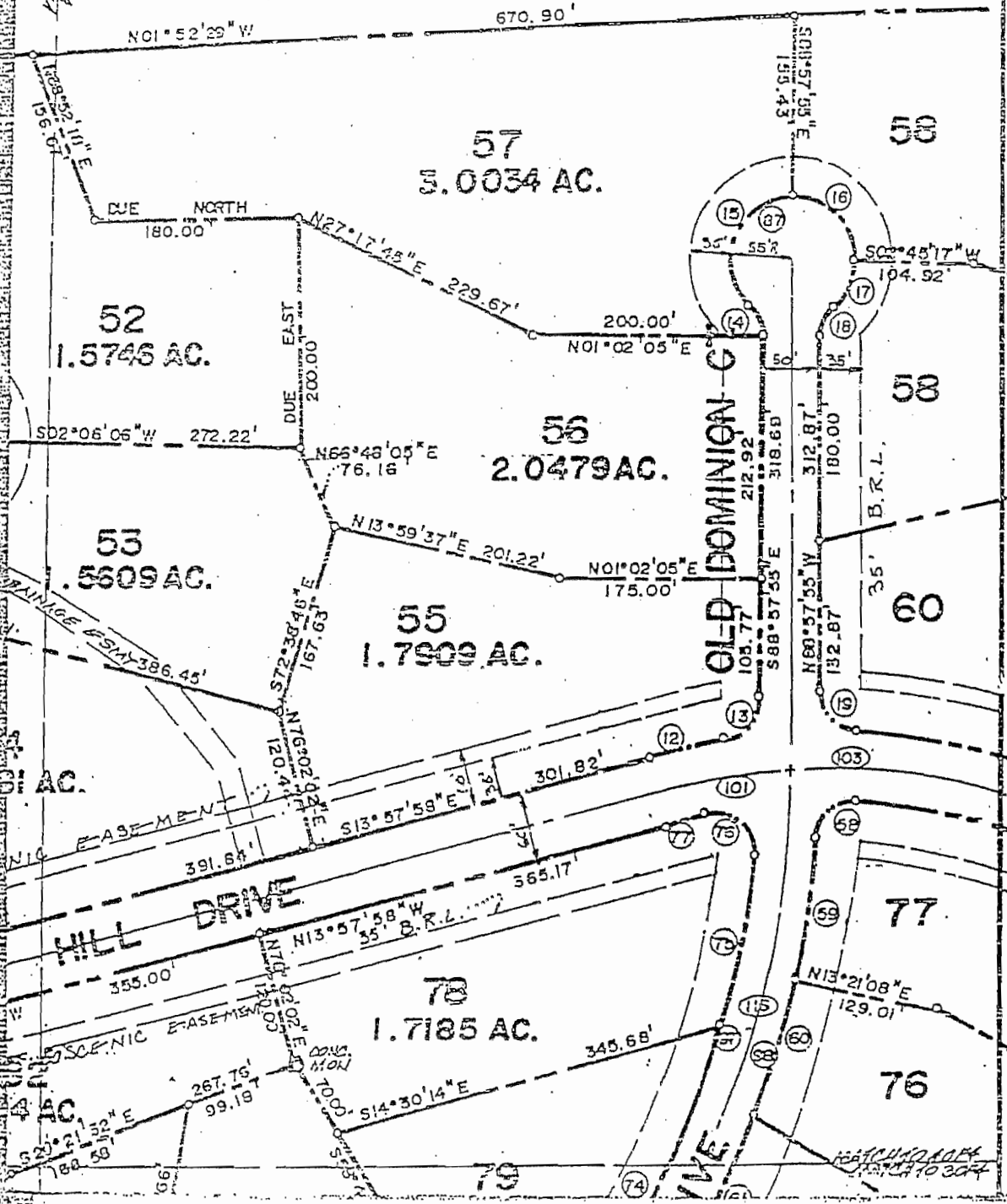


0089561246

SHEET F

CREEK

ATTACH TO LARA
MAY 19 2014



57
3.0034 AC.

52
1.5746 AC.

56
2.0479 AC.

53
.5609 AC.

55
1.7909 AC.

54
.51 AC.

HILL DRIVE

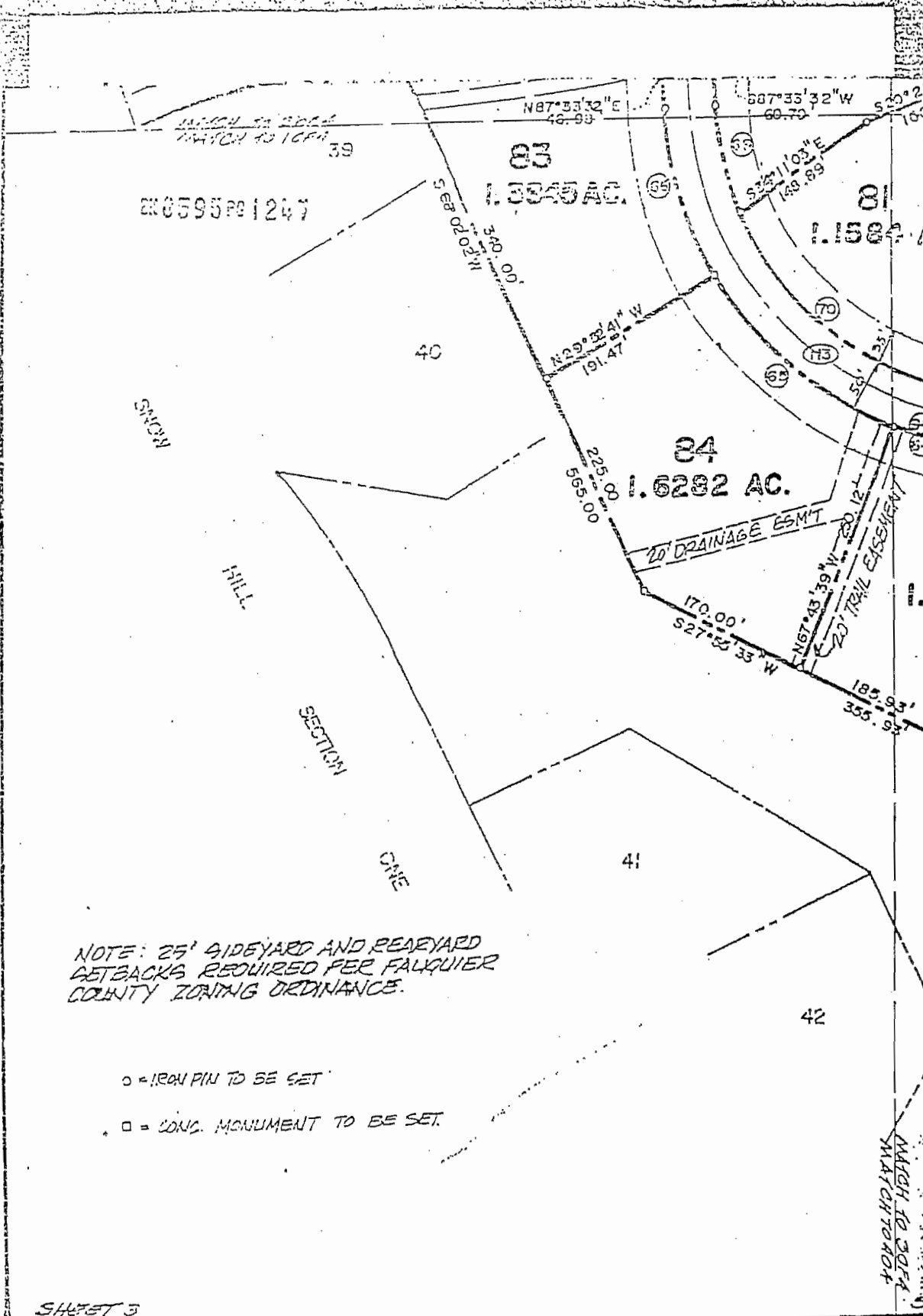
78
1.7185 AC.

75
.51 AC.

79

77

76



EX 8595 PG 1247

83
1.3345 AC.

82
1.1582 AC.

84
1.6282 AC.

SINON

HILL

SECTION

ONE

20' DRAINAGE ESMIT

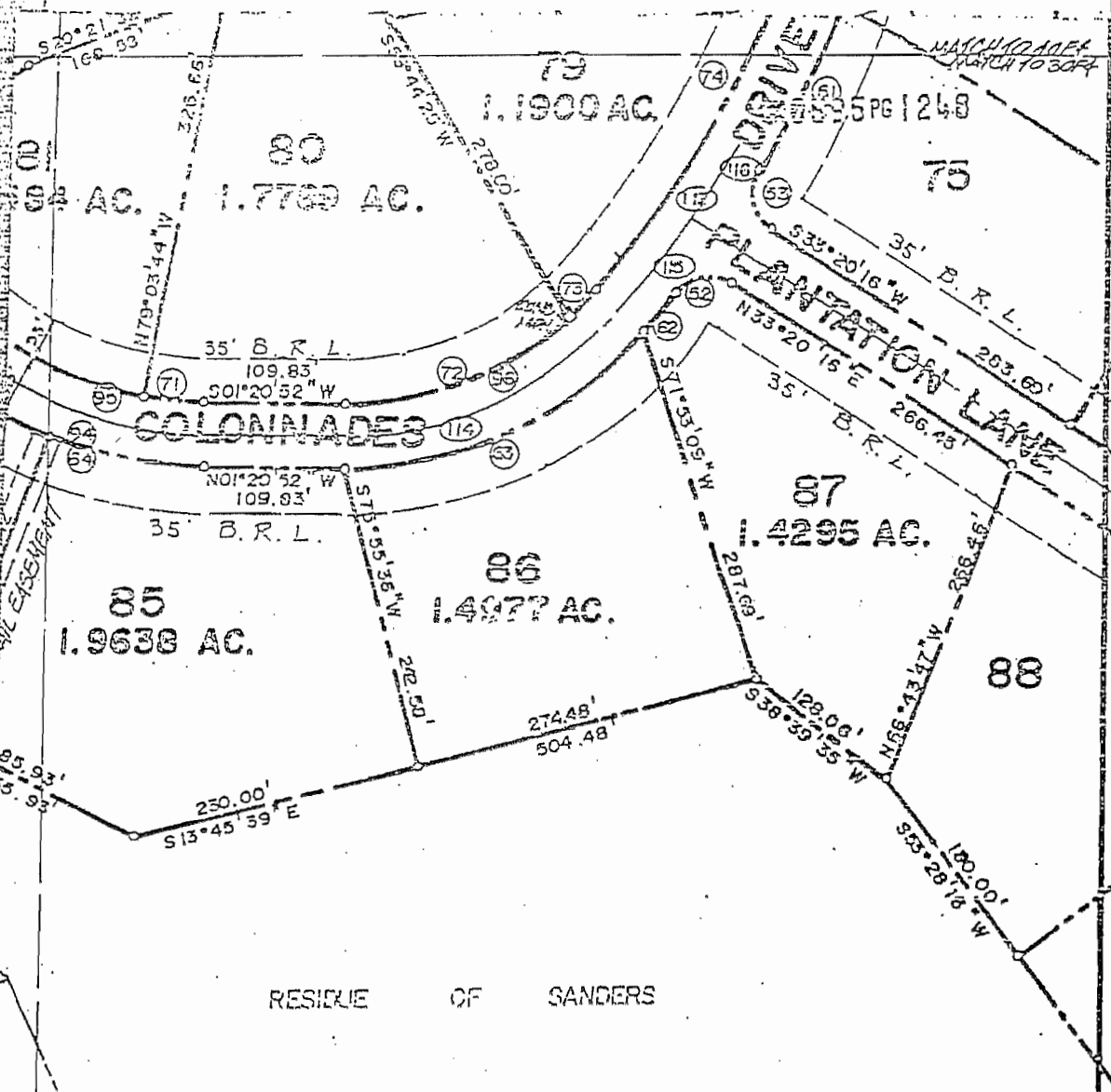
20' TRAIL EASEMENT

NOTE: 25' SIDEYARD AND REARYARD
GETBACKS REQUIRED PER FALQUIER
COUNTY ZONING ORDINANCE.

- = IRON PIN TO BE SET
- = CONC. MONUMENT TO BE SET

MATCH TO DATA
WATCHDOG

SHEET 3



RECORD PLAT	
PHASE II SNOW HILL SCOTT DISTRICT FAUQUER COUNTY, VIRGINIA SCALE: 1" = 100' AUG. 13, 1997	
James H. Harris & Associates, Inc.	
LAND SURVEYING & LAND PLANNING Warrenton, Virginia	
	DE DATE BY

MATCH TO SHEET MATCH TO 3004

SHEET A

SHEET 18 OF 19
4021

EX 9595 PG 1253

LUNGEFORD

DEVERS

CONC
MON. 2

875.00

1547.93'

317.83

63
3.1770 AC.

64
5.9613 AC.

424.18'
S 74° 14' 12" E

491.16'

535° 43' 47" E

465.00'

(21)

(25)

(26)

(27)

S 09° 06' 53" E

373.87'

OPEN SPACE

508° 46' 05" W

250.00'

WOODBERRY

WOODBERRY

B.R.L.

65
1.8831 AC.

S 08° 21' 34" E

387.51'

66
1.4632 AC.

APDA/CI

67
1.4800 AC.

OLIVER

89.31'

87.72'

87.72'

87.72'

87.72'

87.72'

87.72'

87.72'

87.72'

87.72'

87.72'

87.72'

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87.72'

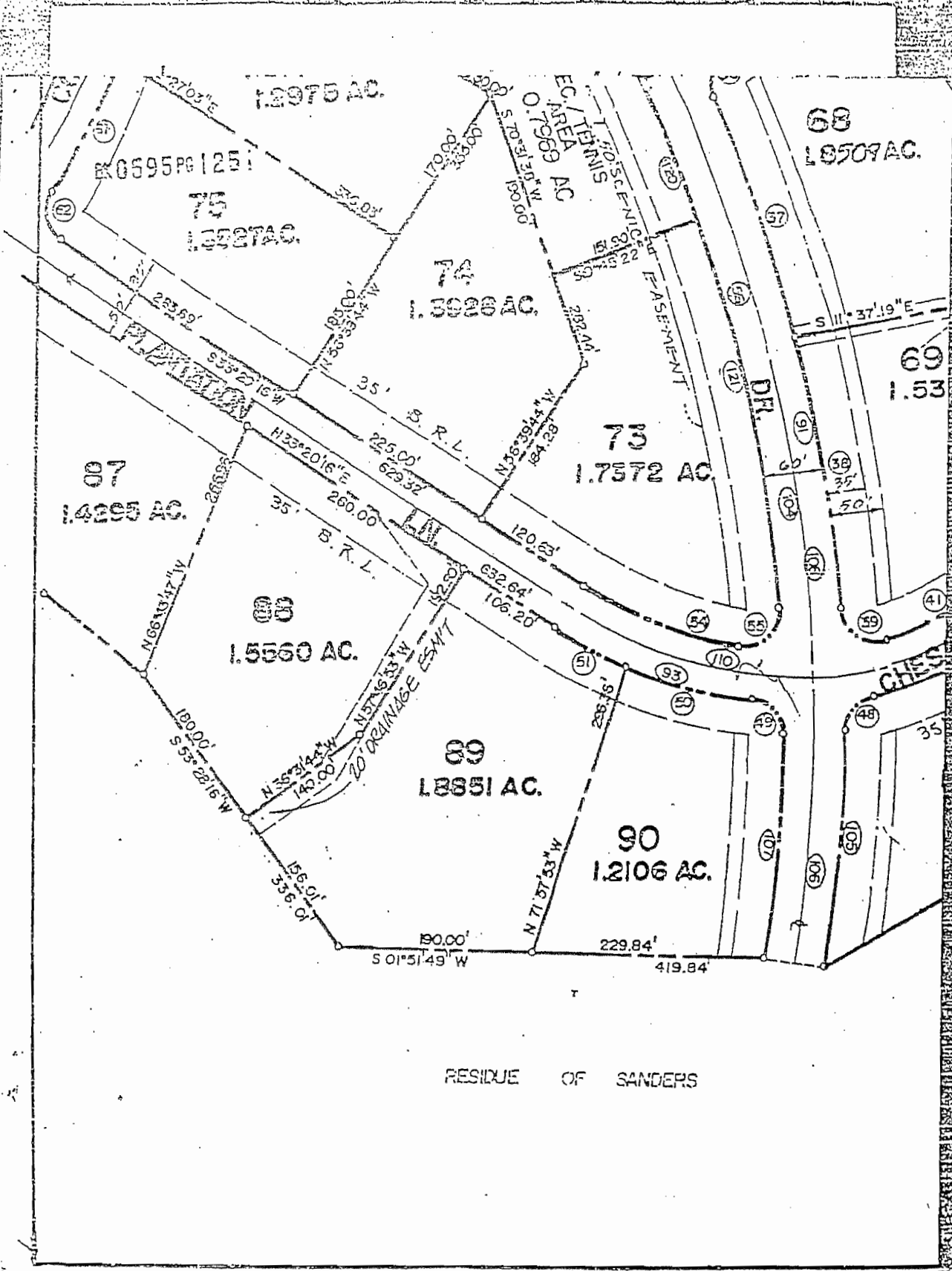
87.72'

87.72'

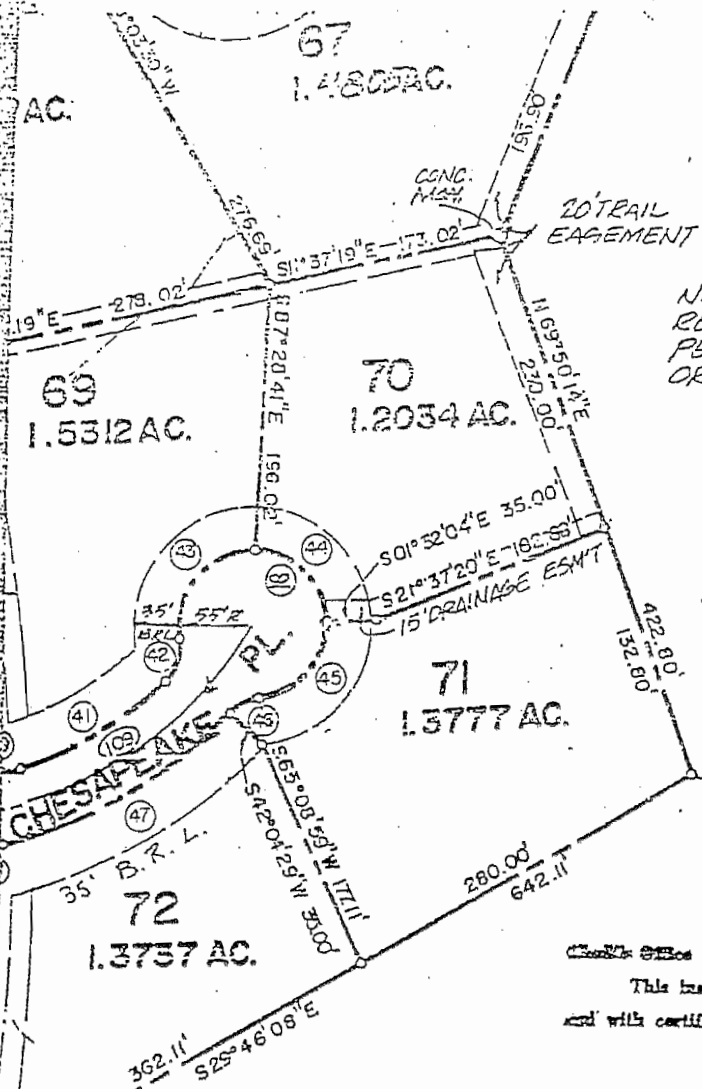
87.72'

87.72'

87.72'



RESIDUE OF SANDERS



EX 0595 PG 1252

NOTE: 25' SIDEYARD AND 25' REARYARD SETBACKS REQUIRED PER FAUQUIER COUNTY ZONING ORDINANCE.

APR 18 1988

County Office of Fauquier Circuit Court
 This instrument was this day received in said Office
 and with certificate submitted to record at 3:40 p.m.
[Signature]

DATE	BY	REVISION
7-23-87	JCH	REMOVE AREA UNDER ROAD FROM 1987

RECORD PLAT

PHASE II
SNOW HILL
 SCOTT DISTRICT
 FAUQUIER COUNTY, VIRGINIA

SCALE: 1" = 100' AUG. 13, 1987

James H. Harris & Associates, Inc.	DES:
LAND SURVEYING & LAND PLANNING Warrenton, Virginia	DWN:
	CHK:

SHEET NO. 19 OF 19
 A021