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**DECLARATION OF COVENANTS AND RESTRICTIONS
LINEWEAVER TECHNOLOGY PARK, PHASE II**

Cannon/Warrenton, L.L.C., referred to as the "Declarant", makes this Declaration this 21st day of August, 2001.

ARTICLE I

RECITALS

1.01 Declarant is the owner of certain lots or parcels of real property in the Town of Warrenton, Commonwealth of Virginia, more particularly described as:

ALL THAT certain tract or parcel of land in the Town of Warrenton, County of Fauquier, Virginia, and more particularly described as Parcel "B" containing 14.3674 acres, more or less, at the intersection of Alexandria Pike and U.S. Routes 15, 17 and 29 as more particularly set forth on a plat of survey by ATCS, P.L.C., dated September 28, 2000, a copy of which is recorded in Deed Book 879, page 929.

1.02 In order to establish a general plan for the improvement and development of the Property, Declarant desires to impose on it mutual, beneficial restrictions for the benefit of all the lots created from the property and for the benefit of Declarant and the future owners of those lots.

1.03 The Property as above described and referenced is in the Town of Warrenton, Commonwealth of Virginia, and is owned by Declarant as of the date of the Declarations.

1.04 In order to insure the Property development and use of the Property and to protect lot owners from any use of the lots which would depreciate the value of any and all lots, and in general to promote consistent and quality use of the Property, Declarant subjects the Property and each lot or parcel to these covenants which shall be enforceable in accordance with this Declaration by Declarants and by any owners of a lot, parcel or parcels of real property.

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Restrictions and Covenants. The owners of the Property hereby declare that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth, each and all of which is and are for and shall inure to the benefit of and pass with each and every lot or parcel of land and apply and bind the heirs, assignees and successors in interest of each and every owner of a lot, parcel or parcels of land.

Cannon, Alex

Examined and
Returned to:

NOV - 6 2001

2.02 Restrictions Operate as Covenants. Each purchaser of any lot or parcel of land created from the property covenants and agrees with Declarant, its successors and assigns, to use the Property only in accordance with the restrictions herein set forth and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

2.03 Purpose of Restrictions and Covenants. It is the intent and purpose of these covenants and restrictions to allow the location on any lot or parcel of land general manufacturing, warehousing, and office activities, provided that such activities are confined within a building or buildings and do not contribute excessive noise, dust, heat, odor, smoke or vibration to the surrounding environment nor contain a high public health hazard potential due to the nature of the products, material or processes involved.

ARTICLE III

PERMITTED USES

3.01 Approved Use. Each and every parcel of the Property is restricted to the following permitted uses:

Retail and Service Establishments

1. Banks and Savings and Loan offices.
2. Business and Office supply establishments.
3. Clinics, Medical or Dental.
4. Employment Service or Agency.
5. Janitorial Service establishment.
6. Offices and Office Buildings, Studios and the like, business, professional, or administrative.
7. Restaurant or Cafeteria, Drive-thru or otherwise.
8. Security Service office or station.
9. Retail or Wholesale Sales and Service incidental to a permitted manufacturing, processing, storing, or distributing use.
10. Active and Passive Recreation and Recreational Facilities.
11. Conference Centers.
12. Hotels with the issuance of a special use permit.

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Light Manufacturing Uses -- similar to those listed below which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, smoke, dust, lint, odor, heat, glare, or electrical impulse than that which is generally associated with light industries of the types specifically permitted below:

1. Manufacture or assembly of Spacecraft or component parts; Medical and Dental equipment; Drafting, Optical, and Musical Instruments; Watches; Clocks; Toys; Games; Electrical or Electronic apparatus; and Communication equipment.
2. Manufacture or assembly of Boats, Boat trailers; Bolts; Buttons; Nuts, Screws and Rivets; Firearms; Photographic and Metering equipment; Electrical Appliances; Tools, Dies, Machinery, and Hardware products; Sheet-metal products, Heating, Cooling, and Ventilating equipment; and Vitreous enameled products.
3. Beverage blending or bottling; Bakery products; Candy manufacture; Tobacco products; Dairy products and Ice Cream; Fruit and Vegetable processing and canning; Meat and Poultry products, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.
4. Manufacture of Rugs; Mattresses; Pillows; Quilts; Millinery; Hosiery; Clothing and Fabrics; Shoes and Leather products; and printing and finishing of textiles and fibers into fabric goods.
5. Manufacture of Boxes; Furniture; Cabinets; Baskets and other wood products of similar nature.
6. Compounding of Cosmetics, Toiletries, Drugs, and Pharmaceutical products
7. Molding of Candles and Soap.
8. Manufacture of Pottery or other similar ceramic products, from previously pulverized clay, and in kilns fired only by smokeless furnaces.
9. Agriculture and forestry.
10. Dwellings for resident watchmen and caretakers employed on the premises
11. Laboratories, research, experimental or testing, but not testing explosives, rockets or jet engines.
12. Monument sales establishments with incidental processing to order but not including shaping of headstones.
13. Motion Picture Studio.
14. Printing, Publishing, and Engraving establishment; Photographic processing; Blueprinting; Photocopying; and similar uses.
15. Private Club, Lodge, Meeting Hall, Labor Union, or Fraternal organization or sorority.

- 16. Radio or Television broadcasting studios and offices, but transmission and receiving towers of height greater than one hundred twenty-five (125) feet only by approval of a special use permit.
- 17. Rug and Carpet cleaning and storage with incidental sales of rugs and carpets.
- 18. Sign fabricating and painting.
- 19. Telephone station or booth, including drive-in or talk-from-car stations.
- 20. Public buildings.
- 21. Accessory buildings.

3.02 Uses Permitted by Special Use Permit. The following uses will be permitted upon authorization of the Town Council:

- 1. Child care center, day care center, or nursery school primarily for children of employees in the district.
- 2. Wholesale establishment, storage warehouse, or distribution center but not a truck terminal.
- 3. Temporary fair and show grounds.
- 4. Treatment plants, water storage tanks, major transmission lines or pipelines, pumping or regulator stations, communications towers, storage yards and substations, and cable television facilities and accessory buildings.
- 5. Hotels.

3.03 Restrictions. All of the above uses are subject to all other covenants and restrictions herein set forth.

ARTICLE IV

RESTRICTIONS OF USES

4.01 Noxious and Hazardous Substances. Any use of land, building or structure that may be hazardous, noxious or injurious by reason of productions or emission of dust, smoke, refuse matter, odors, gas, fumes, noise, vibration or similar components is prohibited. No use of land, building or structure shall be permitted, the operation of which would result in or cause any:

- 1. Fire or explosive hazard beyond the boundaries of the parcel or structure (in the case of joint use facilities) in which such use is located.
- 2. Dissemination of atmospheric pollutants, dust, smoke, smog, observable gas, fumes or odors beyond the boundaries of the premises on which such use is located.
- 3. Noise, glare or vibration that is discernible beyond the boundary line on which such emission originates.

4.02 Storage of fuels or flammable liquids shall be in accordance with United States Department of Environmental Protection Agency ("EPA") and/or Virginia Department of Environmental Quality ("DEQ") regulations. Above ground tanks shall conform with the DEQ standards and practices while tanks entirely underground shall be in EPA/DEQ acceptable, lined tanks and containment structures. Safety containers will be used within any building or structure in which flammable liquids are handled or stored.

4.03 Outdoor Storage. All operations of each lot owner and any business conducted thereon shall be conducted within a completely enclosed building or buildings of permanent and durable construction, with no open storage of raw, in process or finished materials and supplies, equipment or waste materials.

4.04 Refuse and Rendering. No refuse material shall be stored upon any lot, except in areas approved by the Town of Warrenton, (the "Town") or discharged into sewers, ditches or streams. No rendering, incineration or similar uses shall be permitted.

4.05 Temporary Structures. Temporary buildings, temporary structures, shacks, tents, trailers and temporary signs are prohibited within the Park, including construction trailers for a period of more than twelve (12) months or for the term of an active building permit for qualified, on-site construction.

4.06 Prohibited Uses. Residential uses and structures are prohibited with the exception of dwellings for resident watchmen and caretakers employed on the premises (Article III, Section 3.01, item #10 - Light Manufacturing Uses).

ARTICLE V

DEVELOPMENT DESIGN STANDARDS

5.01 Design. All buildings and site plans shall be designed by a registered architect, licensed engineer, or an equally qualified professional. No building or any additions thereto shall be erected or altered on any building site until the building plans, specifications and site plans have been approved by the Architectural Review Committee ("ARC") in the manner prescribed in Article XIV.

5.02 Building Materials. All buildings or additions thereto erected shall be of masonry construction or a combination of masonry, wood and metal. In no case shall an all metal building be permitted or such building or addition be covered with sheet aluminum, asbestos, iron or corrugated aluminum except when such materials form an integral part of a curtain wall panel or insulated sandwich wall.

5.03 Masonry. The outside face of all walls of any building constructed of concrete, concrete blocks or precast masonry materials must be faced with a veneer of finished precast, building stone, face brick, the equivalent or better and must be approved by ARC.

5.04 Metal. The outside face of all walls, except walls of any office area required to be masonry, constructed of metal shall be finished with wood, finished precast, building stone, face brick, the equivalent or better to a minimum of twenty percent (20%) of the outside face of the wall.

5.05 Wood. Except as approved by the ARC, all wood surfaces forming a part or the whole of the outside face of the walls of any building shall be painted or stained to present a finished appearance.

5.06 Offices. The entire exterior of office buildings and the office portion of a mixed facility shall be finished with a masonry or better material as approved by the ARC. Any use of metal shall be restricted to the manufacturing, warehousing or distribution exterior area of the facility.

5.07 Roof Mounted Equipment. All roof mounted equipment shall be screened from view as approved by the ARC.

5.08 Exterior Lighting. All exterior lighting shall be designed, erected, altered and maintained in accordance with the final drawings and specifications as approved by the ARC. Lighting shall be compatible and harmonious throughout the entire Property and shall be in keeping with the specific use of the building. Lighting sources, except for street lights, shall be screened from view. Automobile and truck parking areas shall be illuminated, and the light sources shall be screened to reduce visible glare from the street. All outside wires for exterior lighting shall be installed underground.

ARTICLE VI

SIGNS

6.01 Regulation. No sign shall be erected or maintained on any site except in conformity with the requirements of the sign ordinance of the Town and approved by the ARC.

6.02 Identity. Signs shall be restricted to identifying only the person, the firm, the company or the corporation operating the use conducted on the lot and logo associated with such business or the products produced or sold thereon.

6.03 Monument Signs. Each lot located within the Property shall be permitted one (1) free standing monument sign at a point near the lot entrance. The monument sign shall be constructed of durable material and mounted on a substantial base and shall not rotate. The monument sign may be illuminated externally, but such light may not flash.

6.04 Building Signs. Each building located on a lot within the Property shall be allowed one (1) building mounted identification sign for each wall of the building which faces a street or highway. The building identification sign location on the building must be compatible with the building architecture. The building identification sign must be durable. The scale of the building shall determine the letter height. The graphic style shall be of a similar format, color and background to the monument sign.

6.05 Tenant Identification Signs. Each multi-tenanted building in which each tenant has an individual first floor entrance will be allowed one (1) building mounted tenant identification sign for each tenant. All tenant identification signs must be durable. The format of the sign with size, color and graphics must be identical to the other tenant signs on the building and must be submitted to the ARC for approval. The scale of the building shall determine the letter size of tenant identification signs. Tenant identification signs shall be centered over each tenant's frontage of the building.

6.06 Sale Signs. A sign advertising the sale, lease or hire of an industrial site shall not exceed six (6) square feet.

6.07 Construction Signs. One (1) construction sign denoting the architect, engineer, contractor and other related professionals shall be permitted upon the commencement of construction. Such signs shall conform to applicable zoning ordinances and regulations.

6.08 Illumination. Flashing, neon, animated, billboard advertising and pole signs are not permitted.

ARTICLE VIII

LANDSCAPE SCREENING

7.01 Landscape Plan. All open areas on each lot not occupied by buildings and paved areas shall be suitably graded and drained and shall be landscaped with lawns, trees, shrubs and flower beds. Natural vegetation shall be retained to the extent possible. A landscaped plan shall be submitted to the ARC for approval as part of the plans required by Section 14.01 of this Declaration and shall show such things as the preservation of natural areas, the planting of trees, shrubs, flower beds, grass and the installation of earth berms and screens, if applicable.

7.02 Installation. Landscaping, as approved by the ARC, shall be installed prior to substantial completion of any building, provided that an extension may be granted by the ARC in the event of inclement weather. The date of substantial completion shall mean that date on which the Town issues either a temporary, or in the event no temporary is issued, a final occupancy permit. The installation and maintenance of all landscaping at each site shall be done in a good and workmanlike manner.

7.03 Maintenance. All landscaping on each lot shall be properly maintained by the owner of the lot, which maintenance shall include all necessary cutting, watering, fertilizing, aerating, spraying, pruning and required replacements.

7.04 Parking Areas. All parking areas designed for twenty-five (25) cars or more shall contain a minimum of five percent (5%) interior landscaped open space. A landscaped, open space buffer at least ten (10) feet in width shall be provided around the perimeter of structures so as to separate the buildings from adjacent parking areas and drives. Provided within those landscaped, open space buffer areas shall be upright shrubs planted at an interval of one (1) shrub for every five (5) linear feet of the building.

7.05 Screening. All water and cooling towers, processing equipment, fans, vents, refuse storage and the like, whether roof or ground mounted, must be approved by the ARC and shall be screened from view from any street or adjacent property by ARC approved fence and/or landscaping.

7.06 Building Trees. Before completion of construction of improvements upon any site, an average of one (1) evergreen, a minimum of six feet (6') in height, or deciduous tree with a minimum of three inch (3") caliper and up to six inch (6") maximum for each twenty-five (25) feet of building wall shall be placed within the first twenty (20) feet of the setback area from such building wall and generally in line with other such trees along the building.

7.07 Variation. The ARC may vary any landscaping requirement contained herein when the committee is able to determine that (a) the proposed variation is required by site conditions, (b) that strict compliance to the requirement would serve no useful purpose and (c) that a suitable alternative is proposed to meet the general intent of the landscaping requirement.

ARTICLE VIII

PARKING / DRIVEWAYS

8.01 Restrictions. No parking shall be permitted on any street within the Property. The lot owner shall provide on its property necessary and adequate off-street parking facilities and private driveways that conform to all governmental regulations and to the Declarations herein.

8.02 Paving. All parking areas shall be paved with an asphalt or concrete surface in accordance with Town standards and shall have appropriate curbing where needed.

8.03 Loading Docks. No loading dock shall be located on any portion of a building that faces a public street or highway unless appropriate landscape screening is provided and approved by the ARC.

8.04 Fleet Parking. All outdoor fleet parking of commercial delivery vans or trucks shall be enclosed by fence and/or landscaping adequate to conceal the vehicles from any adjacent property, including rights-of-way.

8.05 Storage. Parking areas and drives shall not be used for storage.

ARTICLE IX

MAINTENANCE

9.01 General. Each lot owner shall at all times keep the premises, building, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each lot owner shall provide for the removal of trash and rubbish from its premises on a regular basis.

9.02 Construction. During construction, it shall be the responsibility of each lot owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, temporary structures, and the like are kept in a neat and orderly manner. Necessary erosion and sediment controls shall be followed so that no construction activity or permanent site modifications will have an adverse effect or impact upon any other property within the Park.

9.03 Undeveloped Areas of Lots. The lot owners agree to maintain all undeveloped land owned within the Property in a manner compatible with the provisions of this Article.

ARTICLE X

EASEMENTS AND UTILITIES

10.01 Utility Lines. All utility lines shall be placed underground on the Property.

10.02 Antennae. No antennae, satellite or microwave communication equipment shall be located in a front yard or in such a way as to interfere with any equipment on the Property. Any ground antennae or satellite dishes will be screened from public view by ARC approved fencing or landscaping.

10.03 Inspection Easements. There are hereby created easements in favor of the Declarant and the ARC for ingress and egress on each lot to (a) inspect such property for alleged violations of this Declaration based on formal written complaints and/or compliance with architectural standards and/or approved plans for alterations and improvements, and (b) monitor any installation of improvements or landscaping under this Declaration on such lots, provided the owner of such lot is given written notice of the purpose and time of inspection at least twenty-four (24) hours in advance thereof and such inspection is performed during reasonable hours.

10.04 Governmental Easements. A right of entry on any lot or common area is hereby granted to law enforcement officers, and fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

ARTICLE XI

FENCES

11.01 Location. The placement of all fences or vegetative barriers shall be outside the front setback area. All fences or vegetative barriers to be used shall be approved by the ARC for materials and placement.

11.02 Character. All fencing shall have a uniform character, shall be of a material approved by the ARC, will be durable and properly maintained by the lot owner.

ARTICLE XII

PROTECTIVE COVENANTS

12.01 Nuisances. No nuisances shall be permitted to exist or operate upon any lot so as to jeopardize property values or be detrimental to the well being of lot owners, their employees, guests, invites or agents.

ARTICLES XIII

MAINTENANCE OF PROPERTY

13.01 Owner Obligation. Each owner shall keep all lots owned by it, and all improvements therein or thereon, in good order and repair and free of debris, all in a manner and with such frequency as is consistent with good industrial property management.

13.02 Failure to Maintain. In the event an owner of any lot shall fail to maintain the premises, the improvements and the landscaping situated thereon as provided herein, after notice to the owner the Declarant shall have the right to deem the owner's failure to correct or maintain a violation of this Declaration and may pursue all right and remedies available to the Declarant in a court of law. All costs, including reasonable attorney's fees, incurred by the Declarant in enforcing this obligation of this Declaration shall be recovered from the lot owner in violation of this provision, notwithstanding any other provision pertaining to recovery of court costs contained herein.

ARTICLE XIV

REQUIRED APPROVALS

14.01 Improvements. No improvements, construction, building, utility, structure, fence, wall, sign, advertising device, roadway, driveway, loading facility, storage area, parking area, grading, landscape, planting, accessory or any other facility or improvement shall be commenced, erected, constructed, revised or expanded until adequate plans and specifications have been submitted for approval to the ARC documenting the site, topography, structures, building elevations, landscaping, grading and other improvements in a form consistent with site plan review documentation requirements of the Town of Warrenton Zoning Ordinance.

14.02 Architectural Approvals. All such requests shall be submitted in writing to the Chairman, and the ARC shall approve or disapprove such request within sixty (60) days of submission. The Committee's failure to act within sixty (60) days shall be deemed an approval of the request. The ARC shall evaluate each request to insure its compliance with these covenants and with the overall architectural compatibility and quality of such request with existing structures and uses within the Property.

14.03 Commencement of Construction. Substantial construction must begin within six (6) months of approval by the Association and must be diligently pursued until completion or such approval will be deemed null and void.

14.04 Architectural Review Committee. The ARC shall consist of three (3) members chosen as provided herein. The initial members shall be chosen by Cannon/Warrenton, LLC and shall serve for a term of five (5) years or until their successors are elected. Thereafter, members shall be elected by a majority of the owners of the lots or parcel which comprise the property and shall serve terms of five (5) years each.

ARTICLE XV

ENFORCEMENT

15.01 Abatement and Suit. Violation or breach of any restriction and covenant herein contained shall give to the Declarant, every other lot owner and mortgagee of property for whose benefit these restrictions and covenants are expressly made, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

15.02 Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction or covenant herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by the Declarant or by any owner of property for whose benefit these restrictions and covenants are made.

15.03 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in its discretion in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

15.04 Failure to Enforce Not a Waiver of Rights. The failure of the Declarant or any lot owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other restriction or covenant.

ARTICLE XVI

DURATION AND MODIFICATION

16.01 Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by owners of not fewer than ninety percent (90%) of the lots. A termination must be approved and be recorded in order to become effective.

16.02 Amendment. Any amendment shall be accompanied by a document signed by owners of not fewer than ninety (90%) of the lots. Any amendment must be recorded among the land records of Fauquier County, Virginia, in order to become effective.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

17.01 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of any lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such lot or property.

17.02 Rights of Mortgages. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon the lots subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of a lot is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser of such sale, and his successors and assigns, shall hold any and all property so purchases subject to all of the restrictions, covenants and other provisions of this Declaration.

17.03 Covenants Running with the Land. All restrictions contained herein shall operate as covenants running with the land for the benefit of the lots contained in the Park and shall insure to the benefit of all grantees of said lots or any portion thereof, their heirs, successors and assigns, and shall apply to and bind the grantees of any and all parcels of the property, their heirs, successors and assigns.

17.04 Waiver. The provisions of this Declaration shall not be construed as a waiver, express or implied, of any provision of the Town's ordinances in existence now or in the future.

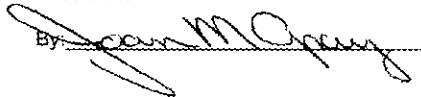
17.05 Paragraph Headings. Paragraph headings where used herein are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular paragraphs to which they refer.


17.06 Effect or Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first herein above written, said persons being duly authorized to sign the Declaration.

Cannon / Warrenton, L.L.C.
a Virginia Limited Liability Company:

Attested to

By: 

By: 
William D. Cannon, Jr., Trustee
William D. Cannon Trust, U/D/T 5/7/98

Attested to

By: Joan McGray

Nancy E. Cannon
Nancy E. Cannon, Trustee
Nancy E. Cannon Trust, U/D/T 5/7/98

Attested to

By: Joan McGray

Jeffrey Petagna
Jeffrey Petagna

Attested to

By: Joan McGray

Leslie A. Cannon
Leslie A. Cannon

COMMONWEALTH OF VIRGINIA, AT-LARGE;
COUNTY OF CULPEPER, to-wit:

The foregoing document was acknowledged before me this 19th day of September 2001, by William D. Cannon, Jr., acting in his capacity as Managing Partner, has acknowledged the same before me in my county aforesaid.

Kathy C. McQuinn
Notary Public

My commission expires: June 30, 2009



COMMONWEALTH OF VIRGINIA, AT-LARGE;
COUNTY OF CULPEPER, to-wit:

The foregoing document was acknowledged before me this 19th day of September 2001, by Nancy E. Cannon, acting in her capacity as Member of LLC, has acknowledged the same before me in my county aforesaid.

Kathy C. McQuinn
Notary Public

My commission expires: June 30, 2003



BK 0923 PG 1121

COMMONWEALTH OF VIRGINIA, AT-LARGE;
COUNTY OF CULPEPER, to-wit:

The foregoing document was acknowledged before me this 19th day of September 2001, by Jeffrey A. Petagna, acting in his capacity as Member of LLC, has acknowledged the same before me in my county aforesaid.

Kathy C. Mathew
Notary Public

My commission expires: June 30, 2003

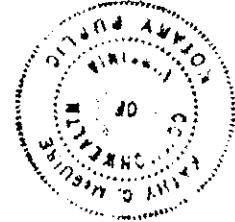


COMMONWEALTH OF VIRGINIA, AT-LARGE;
COUNTY OF CULPEPER, to-wit:

The foregoing document was acknowledged before me this 19th day of September 2001, by Leslie A. Cannon, acting in her capacity as Member of LLC, has acknowledged the same before me in my county aforesaid.

Kathy C. Mathew
Notary Public

My commission expires: June 30, 2003



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT
FOR THE COUNTY OF FAUQUIER, **NOV - 6 2001**

This instrument was this day received in said Office and
with certificate admitted to record at 12:11 P. m.

TESTE: Bail H. Bart, CLERK #34. [✓] PD