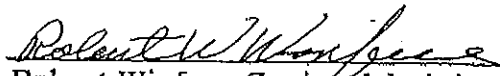


Claremont Beach
Subdivision Plat Certificate

Know all men by these presents, that the Subdivision Plat of Claremont Beach, dated April 2, 2007, filed and recorded on April 10, 2007 in the Clerk's Office of the Circuit Court of Surry County, Virginia, in Plat Book 7, Page 100, providing for the subdivision of land as shown therein of approximately 3.64 acres, more or less, said land having been conveyed to Waldheim Waterside, L.L.C. from Claremont Beach Campgrounds, Inc., by Deed dated December 15, 2006, recorded on or about December 22, 2006, in the Clerk's Office of Surry County, Virginia, in Deed Book 231, Page 175, is hereby ratified, approved, and certified to be effective as of April 10, 2007, pursuant to the five conditions specifically set forth in the Minutes of the Special Meeting of the Claremont Town Council on March 1, 2007, and the terms and conditions of the Claremont Beach Road Agreement, dated April 15, 2009, which is also approved, on this the 20 of June, 2009, by:


Robert Winfree, Zoning Administrator,
Town of Claremont, Virginia

CLAREMONT BEACH ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made as of April 15, 2009, by and among KATHY KROUT, whose address is P.O. Box 205, Claremont, Virginia 23899, GARNETT GILBERT and SUE W. GILBERT, whose address is P.O. Box 53, Claremont, Virginia 23899, COREY SCHULTZ and WILSON SCHULTZ, whose address is P.O. Box 260, Claremont, Virginia, 23899, THOMAS BOOTHE and GAIL BOOTHE, whose address is 1047 Camera Road, Waverly, Virginia 23890, ROBERT C. LAWSON, JR., and SUZANNE G. LAWSON, whose address is 6921 Berrystone Road, Chester, Virginia 23831, and WILLIAM B. SAVEDGE and SARAH P. SAVEDGE, whose address is 124 East Pinecrest Road, Wakefield, Virginia 23888, hereinafter the "Parties".

The Parties have agreed to certain terms and conditions regarding the maintenance of "Pipe Stem Driveway", a/k/a Surfside Drive, hereinafter referred to as the "Road", as depicted on the Subdivision Plat of Claremont Beach, dated April 2, 2007, and recorded on April 10, 2007, in the Clerk's Office of the Circuit Court of Surry County, Virginia, and also referred to in Deeds conveying Lots 1 through 6, as depicted in this Plat, from Waldheim Waterside, L.L.C. to the Parties to this Agreement. The Parties, as the Owners of their respective lots, desire to set forth their agreement in this document.

WITNESSETH:

1. The Parties hereby agree, only for the benefit of each other and their respective successors in title, to maintain and repair the Road so that it is kept in a good condition in accordance with the standards set forth below.
2. The costs of maintenance and repair on the Road shall be shared equally by the Parties, pursuant to the terms and conditions of this Agreement.

3. The terms "maintenance" and "repair" shall include, but shall not be limited to, repairing the surface, adding stone, clearing obstructions, grading or scraping as necessary, cleaning or cutting ditches as necessary, trimming brush, removing snow, unplugging or opening culverts or drain pipes, and performing any and all other work required to maintain the Road in a condition that will allow for reasonable access by standard passenger vehicles.

4. Notwithstanding any other provision of this Agreement, any lot owner that has a right to use the Road shall have the right to repair, maintain, upgrade or improve all or any portion of the Road to a superior condition at such lot owner's sole expense. Any such upgrades in the condition of the Road created by the unilateral act of any individual lot owner shall become the responsibility of such individual to maintain and shall not become the responsibility of the other lot owners to maintain pursuant to this Agreement.

5. In the event any land owner or his guest, licensees or invitees causes damage to the Road, other than ordinary wear and tear, such land owner shall be required to repair such damage at his sole cost and expense. As an example only, if an owner engages a contractor to build an improvement on his land and the contractor uses the Road for access by large or heavy equipment that damages the Road, the owner shall be required to repair such damage at his sole cost and expense.

6. In order to discuss any and all issues dealing with the Road, the land owners agree to meet at such times as deemed necessary by a majority of the votes entitled to be cast.

7. Decisions by the land owners shall be made by voting in person or by written proxy at duly called meetings with at least thirty (30) days prior written notice to each land owner at the address that real estate tax bills are sent; unless notice is waived in writing. The

aforementioned notice shall state the time, date, place and purpose of such meeting. In addition, action may be taken without a meeting if agreed to in writing by all land owners.

8. Each land owner shall be entitled to cast the number of votes equal to what would be his share of a One Hundred Dollar Road maintenance cost. If a land owner has not paid his share of any cost or budgeted amount for the Road within twenty (20) days after written notice of non-payment, he shall not be eligible to vote; nevertheless, he shall be bound by the decisions of the remaining land owners.

9. Decisions regarding the repair and maintenance work to be performed, the amount of money to be expended for repair and maintenance, the payment terms for the land owners, and all other ordinary and recurring decisions regarding the Road shall be determined by the affirmative vote of a majority of all votes entitled to be cast.

10. Any decision to upgrade the condition of the Road beyond its existing condition (for example only, a decision to pave the Road), a decision to dedicate the Road to the public, and all other extraordinary decisions regarding the Road shall be determined by the unanimous vote of all votes entitled to be cast.

11. The land owners may designate an individual or entity, that need not be a land owner, to collect, keep, disburse and record all funds for the repair, maintenance and/or improvement of the Road, including the costs of collection.

12. The land owner's duty to pay his share of costs regarding the Road that are duly incurred shall be the personal obligation of each land owner (jointly and severally if a parcel has more than one owner), and shall be a continuing lien upon each parcel having a right to use the Road to secure the payment of the assessments and other charges described herein, but such liens shall at all times be subject to any first and second deeds of trust placed on any parcel until

written notice of a delinquency shall have been recorded by filing a memorandum of lien among the land records where deeds are recorded. From the date and time of recordation of a memorandum of lien, the amount stated in such memorandum, together with interest, costs and reasonable attorney's fees, shall become a valid and perfected lien against the parcel described therein, which lien shall be superior to any deeds of trust recorded subsequent to such memorandum and shall be binding upon any subsequent owner of the parcel. In order to be valid, the memorandum of lien must be filed in the appropriate office before the expiration of twelve (12) months after the date the unpaid assessment originally became due and payable. In addition, a duly filed lien shall expire if a suit or petition to enforce the lien is not filed within twenty-four (24) months from the date the memorandum of lien was recorded. Regardless of whether a memorandum of lien is recorded, suit for collection may be brought personally against the person or entity that owned the parcel on the date the assessment originally became due and payable.

13. If a land owner fails to pay an assessment or other charge described herein within twenty (20) days after the date of written notice, a late charge equal to five percent (5%) shall be added to such amount, and if not paid within forty-five (45) days after such notice, the original assessment and the late charge shall begin to accrue interest at the judgment rate of interest at such time and as such rate may change from time to time, plus two percent (2%) per year, from such date (forty-five [45] days after the date of the written notice) until paid. In addition, such land owner shall pay all costs and expenses of collection, including attorney's fees of twenty percent (20%) of the amount due or Two Hundred Dollars (\$200.00) whichever is greater.

14. If a land owner has failed to pay any assessment or other charge described herein, and such failure has continued for more than forty-five (45) days after the date of written notice

to the land owner, at any time thereafter, the land owners shall be entitled to designate and appoint a person or entity, that need not be a land owner, as their agent for purposes of filing a memorandum of lien against the delinquent land owner and for purposes of instituting collection proceedings.

15. The covenants, agreements and liens set forth in this instrument shall run with the land described above and shall be binding upon the heirs, personal representatives and successors of the parties hereto.

16. This instrument contains the entire understanding and agreement among the Parties regarding these matters; all prior negotiations and agreements between the Parties have been merged into and made a part of this instrument; there are no representations, covenants, agreements or understandings, either oral or written, other than those set forth herein; and no provision of this instrument shall be amended or waived unless such amendment or waiver is in writing and signed by all land owners or such amendment or waiver is authorized by the affirmative vote of three-fourths (3/4) of the votes entitled to be cast at a duly called meeting. This instrument shall be interpreted and enforced in accordance with the laws of the State of Virginia, and should any provision be determined to be unenforceable, such provision shall be severed, and the remaining provisions of this instrument shall continue in full force and effect.

17. This Agreement may be executed in any number of counterparts so that a complete set of signature pages and/or accurate copies of same, together with an accurate copy of the complete terms and conditions of this Agreement shall constitute one and the same Agreement.

WITNESS the following duly authorized signatures and seals:

Kathy Krout
KATHY KROUT

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Surry, to wit:

Subscribed and sworn to and acknowledge before me by

Kathy Krout and _____ this 13th day of
April, 2009.

My commission expires: 4/30 12/01/11

Heather L. Hurvath
Notary Public

Registration No.: 327319

Garnett F Gilbert
GARNETT GILBERT
Sue W Gilbert
SUE W. GILBERT

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Surrey, to wit:

Subscribed and sworn to and acknowledge before me by

Garnett F Gilbert and Sue W. Gilbert this 13th day of
April, 2009.

My commission expires: 41 30 12011

Heather S. Hancock
Notary Public

Registration No.: 327319

Corey Schultz
COREY SCHULTZ

Wilson Schultz
WILSON SCHULTZ

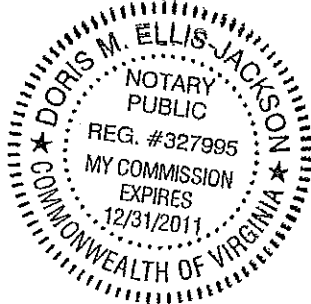
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Sussex, to wit:

Subscribed and sworn to and acknowledge before me by

Corey Schultz and Wilson Schultz this 11th day of
May, 2009.

My commission expires: 12/31/2011



Doris M. Ellis-Jackson
Notary Public

Registration No.: 327995

Robert C. Lawson, Jr.
ROBERT C. LAWSON, JR.

Suzanne G. Lawson
SUZANNE G. LAWSON

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Chesterfield, to wit:

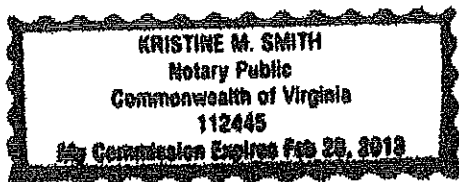
Subscribed and sworn to and acknowledge before me by

Robert C. Lawson Jr. and Suzanne G. Lawson this 20th day of
April, 2009.

My commission expires: 2/28 11/3

Kristine M. Smith
Notary Public

Registration No.: 112445



William B. Savedge
WILLIAM B. SAVEDGE

Sarah P. Savedge
SARAH P. SAVEDGE

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Southampton, to wit:

Subscribed and sworn to and acknowledge before me by
William B. Savedge and Sarah P. Savedge this 20th day of
April, 2009.

My commission expires: 8/31/2010

Maria C. Jones

Notary Public

Registration No. : 31979