COPY

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 1-A, FAIRFIELD

(Single Family Attached Townhouses)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of March 17, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION, INC., ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

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FREDERICKSBURG, VA 22408

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

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ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA AND LIMITED COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

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ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an

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instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter

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imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the

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Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: _____
Name: Richard J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation

By: _____
Name: Stephen G. Norair
Title: President

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COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on March 17, 2000.

Bonnie P. Baker-Day [SEAL]
Notary Public

My commission expires: 10-31-02

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on March 17, 2000.

Bonnie P. Baker-Day [SEAL]
Notary Public

My commission expires: 10-31-02

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EXHIBIT A

Lots One (1) through Thirty-eight (38), both inclusive, and Parcel A FAIRFIELD, SECTION 1-A, Phase 2, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1776 at Page 668, (Plat File 7, Pages 563-566) among the land records of Spotsylvania County, Virginia.

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EXHIBIT B

[Description of the Common Area]

Parcel A FAIRFIELD, SECTION 1-A, Phase 2, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1776 at Page 668, (Plat File 7, Pages 563-566) among the land records of Spotsylvania County, Virginia.

CLERKS OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.
MAR 20 2 51 PM '00

RECORDED
INDEXED

nia, Spotsylvania County, to-wit:
the Clerk's Office of the County and State aforesaid the 20 day of March, 2000, at 2:51 o'clock P M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgement.
The tax imposed by Section 58.54-1 in the amount of $ — has been paid.

Teste: _____, Clerk

1070
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