

**SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR YORKSHIRE HOMEOWNERS ASSOCIATION, INC.**

THIS SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR YORKSHIRE HOMEOWNERS ASSOCIATION, INC. (the "Second Amended and Restated Declaration") is made this 22 day of July, 2015 by YORKSHIRE HOMEOWNERS ASSOCIATION, INC., a Virginia nonstock corporation (the "Association"). [Note to Clerk for recording purposes: index as both "Grantor" and "Grantee"].

RECITALS

A. By instrument entitled "Declaration of Restrictions, Yorkshire of Williamsburg Subdivision" executed on November 24, 1987, and recorded December 16, 1987 in the Clerk's Office of the Circuit Court for the City of Williamsburg and the County of James City, Virginia (the "Clerk's Office") in Deed Book 81, Page 761 (which declaration, as subsequently amended, modified, and supplemented, shall be referred to as the "Original Declaration"), BNT Associates, a Virginia General Partnership, as declarant ("Declarant") submitted certain real property more particularly described therein to certain covenants, conditions, restrictions, easements, liens, and the provisions of Chapter 26 of Title 55 of the Code of Virginia (1950), as amended (the "Property Owners' Association Act"), thereby creating the community known as Yorkshire of Williamsburg (referred to herein as "Yorkshire").

B. By instrument entitled "Amended and Restated Declaration of Restrictions For Yorkshire Homeowners Association, Inc." executed on October 21, 2012, and recorded November 9, 2012 in the Clerk's Office as Instrument No. 122275 (which shall be referred to herein as the "First Amended and Restated Declaration"), the Association amended and restated the Original Declaration.

C. The Association desires to make further amendments to the First Amended and Restated Declaration, as more particularly described herein.

D. Pursuant to Article VIII, Section 8.02 of the First Amended and Restated Declaration, such may be amended by an affirmative vote of two-thirds (2/3) of the Owners at any meeting called for such purpose.

E. Two-thirds (2/3) of the Owners have voted to amend the First Amended and Restated Declaration and to approve this Second Amended and Restated Declaration in accordance with the provisions contained in Article VIII, Section 8.02 of the First Amended and Restated Declaration.

F. Pursuant to Section 55-515.1.F of the Property Owners' Association Act, this Second Amended and Restated Declaration shall become effective when it is duly recorded in the Clerk's Office.

Prepared by and Upon Recording Return to:
William W. Sleeth III, Esq. (VSB # 77327)
LeClairRyan, A Professional Corporation
5425 Discovery Park Blvd., Suite 200
Williamsburg, VA 23188

NOW, THEREFORE, the First Amended and Restated Declaration is hereby amended to delete Articles I through VIII in their entirety, and the following Articles I through VIII are hereby substituted in place thereof.

ARTICLE I

DEFINITIONS

1.01 Association. "Association" shall mean and refer to "Yorkshire Homeowners Association, Inc.," a Virginia nonstock corporation, its successors and assigns.

1.02 Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 Lot. "Lot" shall mean and refer to any plot of land shown upon the Plat (as defined herein in Article VI), and any other plots of land as depicted on a subdivision plat as may be recorded from time to time, and which is subject to the terms and conditions of this Second Amended and Restated Declaration; excluding, unless the context demonstrably intends to prohibit such exclusion, those plots owned by the Association.

1.04 Subdivision. "Subdivision" shall mean and refer to all of those certain lots, pieces, and parcels of property depicted on the Plat, all of which are subject to the terms and conditions of this Second Amended and Restated Declaration.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. Every Owner of a Lot which is subject to assessment as provided in Article III hereof shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

2.02 Voting Rights. Members of the Association shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

2.03 Management. The affairs of the Association shall be managed by its Board of Directors, which shall elect the officers of the Association.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

3.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner by acceptance of a

Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association assessments as more particularly set forth in this Second Amended and Restated Declaration. The assessments, together with interest, late charges, administration fees, and all costs of collection (including, but not limited to, attorneys' fees and court costs), shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title, unless expressly assumed by them. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse or abandonment of the Owner's Lot or any other part of the Subdivision. Each assessment that is not paid when due shall bear interest at the rate established by the Association's Board of Directors, which rate shall not exceed the maximum rate permitted by applicable law. Each assessment that is not paid within seven (7) days of its due date shall, at the option of the Association, incur a late charge and administration fee as each may be established from time to time by resolution duly adopted by the Board of Directors of the Association; provided, however, that before such are established or changed by the Board of Directors, the Association shall provide written notice to the Owners of the meeting of the Board of Directors at which the Board intends to establish or change such, which notice shall also include a statement to the effect that the Board intends to establish or change such at that meeting. The Association may establish a collection policy that sets forth the procedure for the collection of assessments.

3.02 Purpose of Assessments. The assessments levied by the Association may be used for all of those actions that a nonstock corporation is empowered to perform under the Virginia Nonstock Corporation Act, as the same may be amended from time to time, including, but not limited to, maintaining, repairing, and improving those portions of the Subdivision owned by the Association or for which the Association is otherwise responsible, and sponsoring social and recreational events for the Members.

3.03 Annual Assessment. Subject to the following limitations, the Board of Directors of the Association shall fix the annual assessment; provided, however, that the Board of Directors may not change the annual assessment by more than ten percent (10%) above or below the assessment for the prior year.

Moreover, provided that proper notice has been provided in accordance with the Bylaws of the Association, the annual assessment may be increased or decreased at the annual meeting by a two-thirds (2/3) vote of the Owners (and not just of those Owners present at such meeting) (whether voting in person or via proxy).

3.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 3.03 of this Article, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair, or replacement of any capital improvement on those portions of the Subdivision owned by the Association or for which the Association is otherwise responsible, provided that such special assessment is approved at a meeting of the membership of the Association, duly called for such purpose, by a vote of two-thirds (2/3) of the Owners (and not just of those Owners present at such meeting) (whether voting in person or via proxy).

3.05 Notice for Any Action Authorized Under Sections 3.03 or 3.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.03 or Section 3.04 of this Article III shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

3.06 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a basis as determined by resolution of the Board of Directors of the Association.

3.07 Date of Commencement of Annual Assessments; Due Date(s). The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and notice thereof shall be sent to every Owner. The due date(s) shall be established by the Board of Directors. To the extent permitted under Virginia law, the Association shall, upon request, and for a reasonable charge, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specified Lot are current as of the date set forth on such certificate.

3.08 Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be established by resolution of the Board of Directors of the Association, which is no case shall exceed the rate permitted under Virginia law (and in the event that such rate exceeds the maximum rate permitted under Virginia law, such maximum rate shall control). The Association may also bring an action at law against the Owner personally obligated to pay the same (either in the first instance or for deficiency following foreclosure), may exercise all liens rights afforded the Association under Virginia law, and may take any and all other actions authorized by Virginia law to collect such delinquent sums.

3.09 Lien. Any assessments, interest, late charges, administration fees, and costs of collection (including, but not limited to, attorneys' fees and court costs) shall constitute a pro rata lien upon the individual Lots, inferior in lien and dignity only to taxes and bona fide duly recorded first deeds of trust.

3.10 Subordination of the Lien to Mortgages. The lien of the assessments, interest, late charges, administration fees, and costs of collection (including, but not limited to, attorneys' fees and court costs) provided for herein shall be subordinate to the lien of any first mortgage, but the Association shall have a lien upon the proceeds from foreclosure junior only to the foreclosed first mortgage, and senior to the equity of redemption of the mortgagor. Sale or transfer of any Lot shall not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure on a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

ARCHITECTURAL CONTROL

4.01 Architectural Standards. No building, structure, outbuilding, garage, retaining wall, end wall, improvements, landscaping or other work which in any way alters the exterior appearance of any improvements located on a Lot, including a change of paint colors, shall be erected, placed, altered or

performed on any Lot until the construction plans and specifications, landscaping plans, and a plan showing the location of the structure or other improvement, have been filed with and approved by the Architectural Control Committee as to the quality of workmanship and materials, size and structure, harmony of exterior design with existing structures (including exterior color), and as to the location with respect to topography and finish grade elevation. The Architectural Control Committee may issue guidelines detailing requirements for landscaping of all Lots, which shall be binding on all Lots and Owners. No fence or fencing type barrier or wall of any kind shall be placed, erected or allowed on any Lot without the prior written approval of the Architectural Control Committee. The Architectural Control Committee may issue guidelines detailing acceptable fence styles or specifications, which shall be binding on all Lots and Owner, but in no event may a chain link fence be approved nor may fencing be erected between the street right-of-way and the front edge of any dwelling constructed on any Lot.

4.02 Architectural Control Committee.

- (a) The Architectural Control Committee will consist of three (3) or more members, who shall be appointed by the Board of Directors of the Association, for terms of 2 years. The Board may designate the number of members for the Architectural Control Committee, but must designate an odd number of total members, taking into account the Board President's service on such Committee, as described below. No person may serve more than 2 consecutive terms, provided, however, that the time of service on the Committee while President shall not count towards this limit.
- (b) In the event of death or resignation of any member of the Architectural Control Committee, the Board of Directors shall have the authority to designate a successor. Neither the members of the Architectural Control Committee nor their designated representatives shall be entitled to compensation for services performed.
- (c) The President of the Association will serve as an ex officio, voting, member of the Architectural Control Committee. The President cannot serve as Chairman of the Committee.

4.03 Procedure. The Architectural Control Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Committee fails to approve or disapprove plans and specifications within thirty (30) days after they have been submitted to the Committee in writing, it shall be conclusively presumed that approval has been granted. Any Owner aggrieved by a decision of the Architectural Control Committee shall have the right of appeal to the Board of Directors.

4.04 Building Restrictions. Dwellings to be located on the Lots shall be subject to the foregoing restrictions:

- (a) Each dwelling shall have a minimum of 2,200 square feet of livable floor area, excluding basements, porches, garages, carports and Florida rooms. As used herein, a "Florida room" is defined as a room with three (3) exterior walls that contain substantial glass area.
- (b) All dwellings shall be of a style of construction approved by the Architectural Control Committee, and shall contain complete brick and block foundations, and all brick front steps. All roofing shall be of a style approved by the Architectural Control Committee (but in any event shall be cedar shingle, cedar shake, slate, or asphalt composition

shingles weighing a minimum of three hundred (300) pounds).

- (c) All attached garages shall be side loading or rear loading. Front loading garages will be allowed if the Lot will not accommodate a rear or side loading garage, if approved by the Architectural Control Committee.
- (d) Solid front construction shall be one hundred percent (100%) brick or horizontal lapboard siding; provided, however, that the Architectural Control Committee may permit other materials to be used for minor repairs, if the Architectural Control Committee determines that the use of such will be aesthetically consistent with the rest of the front construction.
- (e) All driveways will be paved with exposed aggregate, pavers, or other materials approved by the Architectural Control Committee.
- (f) Post lights and mailboxes of a type approved by the Architectural Control Committee shall be located on each Lot.

ARTICLE V

USE RESTRICTIONS AND RULES

5.01 Use of Lots. No Lot shall be used except for residential purposes. No Lot (or any portion thereof) shall be rented or sub-let to more than two (2) people not related by blood, marriage, adoption or legal guardianship. Only one (1) residence may be constructed on each Lot. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. Moreover, no Owner shall vacate a boundary line between two or more adjacent Lots to create a bigger Lot without the Board's written consent, and, in such event, such Owner shall be liable for and shall continue to owe assessments based on the number of the original Lots shown on the Plat.

If the event that any of the foregoing language in this Section 5.01 does not conform to any applicable federal, state, or local law or regulation in effect or which may be adopted from time to time, such restriction shall be interpreted in the manner needed to comply with such laws or regulations (but no broader than is needed to comply with such laws or regulations).

5.02 Signs. No sign of any kind shall be erected or maintained on any Lot without the approval of the Board of Directors or except as may be required by law. The Board of Directors may issue guidelines concerning permissible signs, including, but not limited to, guidelines relating to size, color, and content, which guidelines shall be binding on all Lots and Owners.

5.03 Outbuildings. No trailer, tent, shack, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Storage sheds, garages and other outbuildings must be of the same type and quality of construction as the dwelling on any respective Lot.

5.04 Commercial Vehicles, Campers, Boats, and Trailers. No commercial vehicles, recreational vehicles, trucks, campers, boats, or trailers shall be parked over twenty-four (24) hours in any one week span on any Lot or driveway so as to be visible from the street, unless the Board of Directors has granted written approval to the contrary, which approval may be granted or withheld in the Board's sole and absolute discretion.

5.05 Livestock and Poultry. No live cattle, hogs, goats, livestock, or poultry of any kind shall be allowed on any Lot, nor shall any noxious or offensive trade or activity be carried on therein, nor shall anything be done thereon which shall be or become an annoyance or nuisance to a good residential neighborhood. Household pets may be kept on the Lot in reasonable numbers as pets for the sole pleasure and use of the occupants, but not for any commercial use or purpose.

5.06 Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers located or screened so as to be concealed from view of neighboring Lots and streets.

5.07 Clotheslines. No clotheslines or similar type structure shall be permitted on any Lot.

5.08 Maintenance of Property. Each Owner shall keep his or her Lot and all improvements thereon in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the removal of all fallen trees and branches, all in a manner and with such frequency as is consistent with good property management.

5.09 Above-Ground Pools. No above-ground swimming pool shall be permitted on any Lot.

5.10 Sidewalks. Owners of Lots containing and/or adjacent to sidewalks shall maintain overhanging branches and landscaping to a height not less than 7 feet above the sidewalks. No landscaping (including shrubs) shall extend over the boundaries of the sidewalks (with the exception of that permitted by the foregoing sentence).

5.11 Playhouses and Swing Sets. Whenever feasible, as determined by the Board of Directors in its sole and absolute discretion, any playhouses and swing sets placed or erected on Lots shall be located such as not to be visible when viewed from the street at a point in the street directly in front of the center of the residence.

5.12 Underground Utilities. All utility service lines and facilities to be located on any Lot shall be installed underground by the respective Owner of such Lot.

5.13 Rules and Regulations. From time to time the Board of Directors of the Association may adopt general rules, including, but not limited to, rules to govern the appearance and maintenance of Lots in order to protect the value and desirability of the Subdivision, and to regulate potential problems relating to the use of the Lots and the well-being of the Owners, such as the definition of nuisances, keeping of animals, storage and use of machinery, antennas, satellite dishes, signs, and trash and trash containers (collectively, the "Rules"). All such Rules and any subsequent amendments thereto shall be binding on all Owners of Lots and occupants of the Lots, including their tenants, guests and invitees, except where expressly provided otherwise in such Rules. Such Rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that

in the event of a conflict between any provision(s) in the Rules and the Second Amended and Restated Declaration or Bylaws of the Association, the provision(s) set forth in the Second Amended and Restated Declaration or the Bylaws of the Association shall control.

5.14 Authority to Assess Charges. The Board of Directors of the Association shall have the power to assess charges, in accordance with all applicable provisions of Virginia law, against any Lot Owner for any violation of this Second Amended and Restated Declaration or the Rules for which the Owner or his or her family members, tenants, guests, or other invitees are responsible.

5.15 Service on the Board of Directors. No Owner is eligible to serve on the Board of Directors if: (i) the Owner is not in good financial standing with the Association, or (ii) the Owner or his or her Lot is in violation of the Second Amended and Restated Declaration or the Rules.

ARTICLE VI

EASEMENT FOR UTILITIES

In addition to any easements reserved elsewhere in this Second Amended and Restated Declaration or by separate plats or instruments of record, the following easements may apply to the Subdivision: Declarant has reserved unto itself, its successors, and assigns, a perpetual easement and right on, over, and under the street and roads of the Subdivision, and over the easement areas designated on that certain subdivision plat made by DJG, Inc. and recorded on December 2, 1987 in the Clerk's Office in Plat Book 47, Page 19-20 (the "Plat"), to install, maintain, and use underground electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities as may be necessary or desirable to serve the Subdivision and adjacent property being developed by the Declarant. Such easement rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance.

ARTICLE VII

ENFORCEMENT

7.01 Enforcement. The Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Second Amended and Restated Declaration. If, in any litigation for the enforcement of these covenants, conditions, restrictions, reservations, liens and charges, the Association prevails on any issue (whether in full, or in part in any manner, and at any stage of the litigation), the Association shall be entitled to recover its attorneys' fees incurred. Failure by the Association or an Owner to enforce any covenant, condition, restriction, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.02 Invalidation. Invalidation of any provision of this Second Amended and Restated Declaration by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

ARTICLE VIII

TERM AND AMENDMENT

8.01 Term. The covenants, conditions, and restrictions of this Second Amended and Restated Declaration shall run with and bind the Subdivision (subject, however, to the right to amend as provided for herein) for a term of twenty-five (25) years from the date this Second Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, subject to termination by amendment as provided below.

8.02 Amendment. This Second Amended and Restated Declaration may be amended by an affirmative vote of two-thirds (2/3) of the Owners (and not just of those Owners present), at any meeting of the Association called for such purpose.

WITNESS the following signatures and seals as of the date first written above. This Second Amended and Restated Declaration may be executed in multiple counterparts, all of which shall be read together as one document.

[SIGNATURE PAGES FOLLOW]

15907505_4

EXECUTED on the date first written above.

Yorkshire Homeowners Association, Inc.
a Virginia non-stock corporation

[Signature]
Printed: Edward Wm. BRANDT III

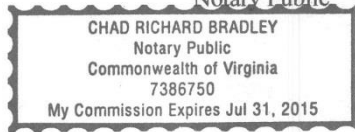
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this 22 day of July 2015, by Edward Wm. Brandt III, who is either: personally known to me or who produced VADLAL61907532 as identification, as President of Yorkshire Homeowners Association, Inc., a Virginia non-stock corporation, on its behalf.

My Commission Expires: July 31, 2015
Notary # 7386750

[Signature]
Notary Public

AFFIX NOTORIAL SEAL HERE:



CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-515.1.F

As President of the Yorkshire Homeowners Association, Inc., I hereby certify that the foregoing Amended and Restated Declaration has been approved by the required majority of votes in the Association in accordance with Article VIII, Section 8.02 of the First Amended and Restated Declaration, as evidenced by their execution of ratifications thereof.

Yorkshire Homeowners Association, Inc.
a Virginia non-stock corporation

[Signature]
Printed: Edward Wm. BRANDT III

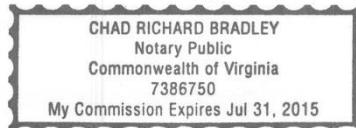
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this 22 day of July 2015, by Edward Wm. Brandt III, who is either: personally known to me or who produced VADLAL61907532 as identification, as President of Yorkshire Homeowners Association, Inc., a Virginia non-stock corporation, on its behalf.

My Commission Expires: July 31, 2015
Notary # 7386750

[Signature]
Notary Public

AFFIX NOTORIAL SEAL HERE:



VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 7-22-2015
at 1:58 PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.
STATE TAX LOCAL TAX ADDITIONAL TAX

\$ _____ \$ _____ \$ _____
TESTE: BETSY B. WOOLRIDGE, CLERK

BY: [Signature] Clerk



OFFICIAL RECEIPT
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT COURT
5201 MONTICELLO AVE SUITE 6
WILLIAMSBURG, VA 23188
757-564-2242

DEED RECEIPT

DATE: 07/22/15 TIME: 13:58:43 ACCOUNT: 830CLR151834 RECEIPT: 15000024111
CASHIER: AES REG: WD19 TYPE: AMEND PAYMENT: FULL PAYMENT
INSTRUMENT : 151834 BOOK: PAGE: RECORDED: 07/22/15 AT 13:58
GRANTOR: YORKSHIRE HOMEOWNERS ASSOCIATION INC EX: N LOC: CI
GRANTEE: YORKSHIRE HOMEOWNERS ASSOCIATION INC EX: N PCT: 100%
AND ADDRESS : N/A N/A, XX. 00000
RECEIVED OF : EDWARD WM BRAND III TRUST DATE OF DEED: 07/22/15
CHECK: \$21.00 564
DESCRIPTION 1: SECOND AMENDED AND RESTATED DECLARATION PAGES: 10 OP: 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 14.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 21.00
AMOUNT PAID: 21.00
CHANGE AMT : .00

CLERK OF COURT: BETSY B. WOOLRIDGE

PAYOR'S COPY
RECEIPT COPY 1 OF 2