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DECLARATION OF PROTECTIVE  
COVENANTS AND CONDITIONS  
OF  
STONEWALL HEIGHTS, SECTION 2

THIS DECLARATION made and entered into this 20th day of September, 1999, by and between MERIDIAN PROPERTIES, L.L.C., a Virginia limited liability company, party of the first part, grantor, hereinafter called the Declarant, the CITY OF HARRISONBURG, VIRGINIA, party of the second part, grantee, RICHARD E. MORAN, sole-acting Trustee, party of the third part, to be indexed as grantor and CRESTAR BANK, beneficiary, party of the fourth part, to be indexed as grantor;

R E C I T A L S :

1. The Declarant is the owner and proprietor of certain lots or land situate and designated on a plat entitled "Final Plat, Stonewall Heights, Section 2" dated July 9, 1998, revised August 13, 1998 and revised April 7, 1999, made by Michael W. Mars, L.S., which plat is of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 1699, page 716 and incorporated herein by reference as if set out in full.

2. This is the same real estate acquired by Declarant by deed dated February 20, 1998 of record in the aforesaid Clerk's Office in Deed Book 1559, page 130, from Blue Stone Land Company, Inc., a Virginia corporation.

3. The property is subject to the liens of two (2) certain deeds of trust as follows:

A. Deed of Trust dated June 23, 1998, and recorded in the aforesaid Clerk's Office in Deed Book 1596, page

526, wherein the Property was conveyed unto the Trustee, in trust, to secure a certain indebtedness to Crestar Bank, (the Beneficiary), as more specifically set forth therein;

B. Deed of Trust dated June 23, 1998, and recorded in the aforesaid Clerk's Office in Deed Book 1596, page 537, wherein the Property was conveyed unto the Trustee, in trust, to secure a certain indebtedness to Crestar Bank, (the Beneficiary), as more specifically set forth therein.

4. Said real estate, as shown on the aforesaid plat, has been subdivided into lots for the construction of townhouses thereon, and the hereinabove-referenced plat shows accurately the metes and bounds of the subdivided land, together with the dimensions of each lot thereof and also shows certain private access easements, public utility and drainage easements and the like, all of which shall constitute a portion of that development known as Stonewall Heights, Section 2, which said easement areas shall be owned and/or maintained either by the Stonewall Heights (Section 2) Homeowner's Association or the City of Harrisonburg upon the terms and conditions set forth hereinafter.

5. The aforesaid Declarant, in order to insure purchasers of said lots a uniform mode of development, desires that all the lots in said subdivision, but specifically excluding all of the other lands of the grantor, be sold subject to the following restrictions, conditions, covenants, limitations and easements, these restrictions being designed to limit the use of the land to

residential purposes, to promote pleasing and harmonizing architectural designs and to protect lot owners against undesirable uses by other lot owners;

NOW, THEREFORE, DECLARANT covenants and agrees for itself, its successors and assigns, that each and every one of said lots shown on said plat shall be sold and held by purchasers thereof, their heirs, successors, devisees and assigns, subject to the following restrictions, conditions, covenants, limitations and easements which shall run with the title to said lot.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to Stonewall Heights (Section 2) Homeowner's Association, Inc., a nonstock Virginia corporation, its successors and assigns.

Section 2: "Lot" shall mean and refer to any of the lots (113 through 150, inclusive) designated upon the plat of Stonewall Heights, Section 2.

Section 3: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 4: "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 a part of Stonewall Heights, Section 2, as shown on the hereinabove-referenced plat, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5: "Declarant" shall mean and refer to Meridian

Properties, L.L.C., a Virginia Limited Liability Company, its successors and assigns.

**ARTICLE II**

**MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Only one membership shall be accorded per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

**ARTICLE III**

**VOTING RIGHTS**

Each Member of the Association shall have one vote for each lot owned in which said Member shall hold the interest required for membership in Article II. When more than one person holds such 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 vote be cast with respect to any Lot.

**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of not less than three (3), but no more than nine (9) directors, who

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must be members of the Association. The initial Board of Directors shall be appointed by the Association and serve until the first annual meeting following conveyance of the first Lot in Stonewall Heights Subdivision, Section 2; thereafter, the Board of Directors shall be elected by the Membership as determined in the Bylaws of the Association.

#### TREASURER

The Treasurer of the Association shall be bonded, with the expense of such a fidelity bond for said officer to be borne by the Association.

#### ARTICLE IV

##### PROPERTY RIGHTS IN EASEMENT AREAS

Section 1: Members' Easements of Enjoyment: Every Member shall have a right and easement of enjoyment in and to the easement areas, specifically including but not limited to the rights of ingress and egress across the Private Access Easement (subject to the limitations and restrictions set forth in Article VI, infra), and such rights and easements shall be appurtenant to and shall pass with the title to every assessed Lot.

Section 2: Delegation of Use: Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the easement areas to the members of his family, his tenants or contract purchasers who reside on the property.

## ARTICLE V

## COVENANTS FOR MAINTENANCE

## ASSESSMENTS FOR THE ASSOCIATION

Section 1: Assessments: The DECLARANT, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien upon said lot as set forth hereinabove.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the following purposes, to-wit: Improvements and maintenance of the easement areas, specifically including, but not limited to, repairs, snow removal, maintenance and repair of drainage and detention

facilities, maintenance and repair of private access easements, maintenance and repair of public utility and drainage easements, services and facilities devoted to the aforesaid purposes and related to the use of and enjoyment of the easement areas; and further, for the purpose of promoting the recreation, health, safety and welfare of the residents in the easement areas of Stonewall Heights, Section 2.

Section 3: Basis and Maximum of Annual Assessments:

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$75.00 per Lot:

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot may be increased above that set forth hereinabove by a vote of the Members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
  
- (b) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above, 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 any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the easement areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purposes of the meeting.

Section 5. 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 monthly basis.

Section 6. Quorum for any Action Authority Under Sections 3 and 4: At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty-seven percent (67%) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the



preceding meeting.

Section 7. Date of Commencement of Annual Assessments -

Due Dates: The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: Effect of Non-Payment of Assessments:

Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or file a Notice of Lien among the land records and foreclose said lien

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against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the easement areas or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof, which become due prior to such sale or transfer. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein; (a) Any property owned by the Association; (b) All properties dedicated to and accepted by a local public authority; (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments; and (d) Any and all lots owned by DECLARANT for which a final Certificate of Occupancy has not been issued by the City of Harrisonburg, Virginia or such other agency having

Y. C. SHOWALTER  
ATTORNEY AND  
SOLICITOR AT LAW  
11 W. Water St.  
Harrisonburg,  
Virginia

jurisdiction thereof.

Section 11. Failure to Maintain Easement Areas: In the event that the Association, or its successors, shall fail to maintain the easement areas in reasonable order and condition, the City of Harrisonburg may take such action as authorized by the City of Harrisonburg Zoning Ordinance. The City of Harrisonburg Zoning Ordinance is by this reference made a part hereof as if set out in full.

#### ARTICLE VI

#### USE, RESTRICTIONS AND COVENANTS

This Subdivision shall be subject to the following restrictions which are constituted covenants real to run with the land:

1. All Lots shall be used for single family residential purposes only. No townhouses may be modified to provide for a garage therein after such townhouse has been erected.
2. No profession or home occupation shall be conducted in or on any part of a Lot; provided, however, that DECLARANT reserves the right to use one or more of said Lots for business purposes in connection with the development, sales and operation of said townhouse subdivision.
3. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot not to exceed five (5) square feet in area, or signs used by a builder to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any Lot.
4. No exterior antennas, satellite dishes or similar devise shall be permitted on any Lot.
5. No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks

or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton (or less) vans) shall be permitted on any Lot except during the course of construction. No motor vehicle or material portion thereof which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot. Ownership of each Lot shall entitle the Owner thereof to the use of not more than two (2) vehicular parking spaces which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress upon said Parking Area.

6. No vehicles shall be parked in an area other than the parking lots constructed by DECLARANT in Stonewall Heights, Section 2. No motorized vehicle of any kind shall be permitted upon any area within said Subdivision except for the streets and parking areas constructed by DECLARANT. No right of access shall exist across any lot in said Subdivision upon the public access easement designated on the plat of said Subdivision except for those areas upon which streets or parking areas have been constructed by DECLARANT.
7. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept provided they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers; and further, provided that no dogs shall be permitted to run at large or without restraint in said Subdivision. No dog may be tied and left unattended outdoors.
8. There shall be no fencing or hedges in the front of any of the townhouse units and all fencing to the rear of the townhouse units shall be attached to the individual unit and be of one inch by six inch pressure-treated lumber, not higher than six feet. No fence shall be constructed until the Board of Directors of the Association shall have approved the same.
9. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become an

annoyance or nuisance to the neighborhood.

10. In the event that a dwelling is destroyed, the Owner of the dwelling within thirty (30) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition. No structure other than a townhouse of at least the same dimensions and architecture as the unit destroyed shall be constructed in the place of the original unit.
11. Each Owner shall keep all Lots owned by him and all improvements therein or 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 painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in Stonewall Heights, Section 2, shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to the Owner as provided in the Bylaws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the building erected thereon. All costs related to such correction, repair and restoration shall become a special assessment upon such Lot.
12. The general rules of law regarding party walls and liability for property damages due to negligence or willful acts or omissions shall apply. The costs of reasonable repair and maintenance of a party wall shall be shared by the two adjoining landowners, except to the extent the wall is not of use to one of the Owners. If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of

law regarding liability for negligence or for willful acts or omissions.

Notwithstanding any other provision of this Article, an Owner by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

13. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear. No refuse or any container for same shall be placed or stored in front of any townhouse, except on the date of garbage pickup.
14. No trees shall be planted nor other digging undertaken without first securing the approval of the local power company and without first being advised as to the location of all underground electrical and telephone wires.
15. No exterior clothes line or hanging device shall be permitted on any Lot.
16. The color of the paint on the exterior of every building on each Lot shall be the same as the original color.
17. No building, structure, addition nor exterior alteration (including basketball backboards, rims and nets) or improvements of any character shall be constructed upon any Lot or dwelling located thereon, except as exterior painting is permitted by the prior paragraph, unless the plan of construction, including quality of workmanship, design, colors and materials, shall have been approved in writing by the Stonewall Heights (Section 2) Homeowner's Association as being in harmony with the whole subdivision, especially the adjoining townhouse unit. The style of the storm/screen doors shall be determined by the Stonewall Heights Homeowner's Association;

approval from the Association must be received before any storm/screen door is installed.

18. If in the construction of any dwelling by DECLARANT there occurs an encroachment, then such encroachment shall be deemed a perpetual easement for the benefit of the dominant Lot.
19. No Lot upon which a townhouse has been constructed shall be further subdivided or separated into smaller lots by any Owner and no portion less than all of 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 disputes and similar corrective instruments.
20. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of thirty (30) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods unless the Owners of a majority of Lots in Stonewall Heights, Section 2, shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.
21. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect. The failure of the Lot Owners or the DECLARANT herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

#### ARTICLE VII

#### EASEMENTS

Section 1. Public Utility and Drainage Easements: The property dedicated hereby is subject to that certain easement(s) or right(s) of way designated as Public Utility and Drainage Easements on the aforesaid plat of Stonewall Heights, Section 2. The

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DECLARANT does hereby grant and convey unto the City of Harrisonburg, Virginia, or other agency having jurisdiction thereof, a perpetual right of way or easement for the maintenance and repair of said Public Utility and Drainage Easements and any related facility designated on the aforesaid plat as Public Utility and Drainage Easements.

Section 2. Drainage and Detention Facility Easements:

The property dedicated hereby is subject to those certain easements or rights of way designated Drainage and Detention Facility Easements or the aforesaid Final Plat of Stonewall Heights, Section 2, for the purpose of surface water drainage easement. No structures of any kind which substantially impede or obstruct the flow or ponding of surface drainage water may be placed within said surface water drainage easements designated on the aforesaid plat. Said surface water drainage easements may not be altered or modified without the prior consent of the City of Harrisonburg, Virginia, or any agency having jurisdiction thereof, and the DECLARANT does hereby grant and convey unto the City of Harrisonburg, Virginia, or any agency having jurisdiction thereof, a perpetual right of way or easement over the aforesaid designated drainage easements and detention pond for the purpose of so providing surface drainage. DECLARANT does further agree that the City of Harrisonburg, Virginia, or any agency having jurisdiction thereof, shall be under no obligation to maintain said Drainage and Detention Facility Easements, provided, however, that in the event the Association fails to maintain said Drainage and Detention

3Y C. SHOWALTER  
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JNSELOR AT LAW  
16 W. Water St.  
Harrisonburg,  
Virginia



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Facility Easements, then, and in that event, the City of Harrisonburg, Virginia, or any agency having jurisdiction thereof, shall have the right to maintain the same and charge the Association pursuant to the provisions of ARTICLE V, SECTION 11, hereinabove.

DECLARANT, for a period of five (5) years from the date of conveyance of the first lot in Stonewall Heights, Section 2, reserves a blanket easement and right on, over and under the ground within the Subdivision to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the DECLARANT shall restore the affected property to its original condition as near as practical. The DECLARANT shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the DECLARANT an emergency exists which precludes such notice. Reservation by DECLARANT of such blanket easement and rights shall not, in any way, obligate DECLARANT to undertake any maintenance, repair or corrective action whatsoever.

Section 3. Reservations: The DECLARANT reserves unto itself, its successors or assigns, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water and television lines and related equipment, and other utility equipment

where such utility lines and equipment area not located within the Public Utility Easement set forth on the Final Plat of Stonewall Heights, Section 2 and over the easement areas, as needed, provided that such easement shall not interfere with the use and enjoyment of the easement areas.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement: The Association, its successors or assigns, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now, or hereafter, imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by 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. All costs which the Association, its successors or assigns, or any Owner shall incur in the successful enforcement of the restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed, shall be borne by the party against which action is taken and which costs shall include reasonable attorney's fees, costs and damages.

Section 2. Severability. Invalidation of any one 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.

Section 3. Amendment. The covenants and restrictions

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of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for term of thirty (30) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Dissolution: Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit organization, for similar purposes.

IN WITNESS WHEREOF, Meridian Properties, L.L.C., a Virginia limited liability company, has caused its named to be hereunto affixed pursuant to due authority of the limited liability company, and

BY C. SHOWALTER  
ATTORNEY AND  
INSELOR AT LAW  
6 W. Water St.  
Harrisonburg,  
Virginia

IN WITNESS WHEREOF, Crestar Bank, has caused this instrument to be executed on its behalf pursuant to due banking authority.

MERIDIAN PROPERTIES, L.L.C.,  
a Virginia Limited Liability  
Company

BY: [Signature] (SEAL)  
James T. Vickers, Member/Manager

[Signature] (SEAL)  
Richard E. Moran, sole-acting  
trustee

CRESTAR BANK  
BY: [Signature] (SEAL)  
Richard E. Moran  
ITS: Vice-President

STATE OF VIRGINIA, at large,  
CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me this 29 day of September, 1999, by James T. Vickers, Member/Manager of Meridian Properties, L.L.C., a Virginia Limited Liability Company on behalf of said limited liability company.

My commission expires: Dec. 31, 2001  
[Signature]  
Notary Public

Y C. SHOWALTER  
TORNEY AND  
NSELOR AT LAW  
3 W. Water St.  
Farrisonburg,  
Virginia

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STATE OF VIRGINIA, at large,

CITY/COUNTY OF Roanoke, VA, to-wit:

The foregoing instrument was acknowledged before me this 1st day of October, 1999, by Richard E. Moran, sole-acting trustee.

My commission expires:

September 30, 2002

Bonnie S. Woodrudge  
Notary Public

STATE OF VIRGINIA, at large,

CITY/COUNTY OF Roanoke, to-wit:

The foregoing instrument was acknowledged before me this 1st day of October, 1999, by Richard E. Moran, Vice-President of Crestar Bank, on behalf of said bank.

My commission expires:

September 30, 2002

Bonnie S. Woodrudge  
Notary Public

99 OCT - 1 11:47  
ROCKINGHAM COUNTY  
CIRCUIT COURT  
L. WAYNE HARPER, CLERK

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County:  
The foregoing instrument was this day presented in the office with and is  
together with the certificate of acknowledgment, signed, read and filed this  
4 day of Oct, 1999 at 11:47 AM so that

taxes were paid when applicable:

Sec. 58-54 - State \_\_\_\_\_ County \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_  
Recording 330 TESTE

L. WAYNE HARPER  
CLERK

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17 C. SHOWALTER  
ATTORNEY AND  
INSELOR AT LAW  
16 W. Water St.  
Harrisonburg,  
Virginia

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