

12602363



Fidelity National Title

Insurance Company

Fidelity National Title Insurance Company
5540 Centerview Drive
Suite 403
Raleigh, NC 27606
Attn: TitleWave Processing
Phone: 877-249-0005
Fax:
Email: Virginia@TitleWaveRES.com

Date: 8/5/2025
Invoice No: 12602363
Unit #: 03000.580898
Customer Ref #: 25-43166-R

TO: Acquisition Title and Settlement Agency, Inc.
Ethan Boush
3140 Chaparral Drive, SW
Roanoke, VA 24018

RE: Buyer: Woltz & Associates
Property: 1505 Highland Circle,
Blacksburg, VA 24060
County/Parcel: 288-27-15
Seller: Leonard Meirovitch
Notes:

Date	Code	Product Description	Liability	Charge Amount
8/5/2025	5500	Search and Exam VA	\$0.00	\$145.00
Invoice Total:				\$145.00

Remittance Advice - DUE UPON RECEIPT

Please send along with remittance to:

Fidelity National Title Insurance Company
5540 Centerview Drive
Suite 403
Raleigh, NC 27606
Attn: TitleWave Processing

Date: 8/5/2025
Invoice No: 12602363
Unit #: 03000.580898
Contact: Acquisition Title and
Settlement Agency, Inc.
Check # _____
Amount Enclosed _____

Please view your Search Notes in the Attached Document section of the Case Folder.

Thank you!

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

FIDELITY NATIONAL TITLE GROUP, INC.
Chicago Title, Commonwealth Land Title, and Fidelity National Title
Virginia Production Division

TITLE SEARCH REPORT

This Title Search Report is issued for the use of the agent to whom it is addressed. This Report is to be used only by the agent to determine the insurability of title to the property described herein in conjunction with issuance of commitments, policies and endorsements by the above named title insurers ("the Company"). The agent reviewing this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by the Company. This is a report of matters appearing in the official land records of the county or city wherein the property is located. No search has been made for any matters recorded in the Federal District Courts. Not included in this Report are matters, such as mortgages, judgments and other liens, for which the Company has found recorded satisfactions or releases, and possible other matters which, according to custom and practice, would not appear in a title search. The amount shown in this Report for any deeds of trust, judgments and/or taxes is for informational purposes only. The recipient is responsible for confirming amounts for payoff and/or proration purposes. Use of this Title Search Report for any reason other than the issuance of a Company commitment, policy or endorsement is not authorized. The liability under this Title Search Report is limited to the liability under the policy or policies issued pursuant to this Title Search Report. This Title Search Report is not an opinion, warranty or guarantee of title. The liability under this Title Search Report shall cease and terminate six months after the ending date set forth in the Period of the Search, unless extended in writing by the Company.

CASE NO: 12602363-1 CUSTOMER Fidelity

TITLE TO THE BELOW DESCRIBED PROPERTY IS VESTED OF RECORD IN:

HEIRS OF JO ANNE MEIROVITCH- LIST OF HEIRS AT 2025000414

☐ t/e w/s ☐ j/t w/s ☒ t/c ☐ no tenancy ☐ prtshp ☐ corp ☐ llc

☐ UNDER THE FOLLOWING DEED:

Grantor(s): _____

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

☐ Current owner is surviving tenant of survivorship tenancy created in the above deed.

Deceased tenant died _____ pursuant to information at /in _____

☐ UNDER THE WILL OF: JO ANNE MEIROVITCH

Date of Death: 12/26/24 Date of Probate: _____

? * Will Book & Pg./Inst. No: REJECTED WILL AT 2025000560, 2025000559 AND 2025000558 *why*

☐ BY INHERITANCE FROM: _____

Date of Death: _____

Heirs determined by: _____

IF PROPERTY ACQUIRED BY WILL OR INHERITANCE

Decedent Acquired the Property By: LEONARD AND JO ANNE MEIROVITCH ACQUIRED PROPERTY
AS T/E AT 937/189- LEONARD DIED ON 8/16/15 PER LIST OF HEIRS AT 2015000599

THE PROPERTY LIES IN THE MT TABOR DIST OF BLACKSBURG, VIRGINIA. Recordation references are to the Clerk's Office of the Circuit Court thereof unless otherwise stated.

BRIEF LEGAL DESCRIPTION:

LOT 15, OAKTON

☐ Use description on attached page(s) marked "description" in brackets "[]"

☒ Use description in DEED recorded in/as 937/189

Appurtenant easements examined: NO YES See add'l info in Other Matters.

DEEDS OF TRUST: ☒ None

1. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

2. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

3. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

JUDGMENTS (not including purchaser(s) which are found on next page):

☒ None

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

☐ See additional judgments attached

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S): WOLTZ & ASSOCIATES

LIENS FOUND: NONE

UCC/FINANCING STATEMENTS:

☒ None as Financing Statement No. _____

Debtor: _____

Secured Party: _____

☐ See additional Financing Statements attached

TAX & ASSESSMENT INFORMATION: INFORMATION & PRINTOUT NOT WARRANTED. CONTACT TREASURER TO CONFIRM.

Assessed Owner: MEIROVITCH LEONARD

Assessed Description: OAKTON SUBD, LOT 15

Tax Map/ID# 288- 27 15/ 030475

Bill # 23756

Land \$ 194,000 Improvements \$ 716,700 Total \$ 910,700

Annual Amt \$ 3,460.66 X 2 Taxes Payable on: 6/5 AND 12/5

Taxes Paid Thru: 1ST HALF 2025

Delinquent Taxes: NONE

Taxes a Lien, Not Yet Due: 2ND HALF

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: 1,183.91 X 2

Property Address (not warranted): 1505 HIGHLAND CIRCLE

RESTRICTIONS AND/OR DECLARATIONS: ☐ None SEE BACK TITLE- ADD 963/765

* Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

Amendments at: _____

Contain Reverter: ☐ Yes ☐ No

Contain Easements (not shown on subd. plat): ☐ Yes ☐ No

Contain Minimum Building Line not shown on subd. plat: ☐ Yes ☐ No

Contain Assessments: ☐ Yes ☐ No

Party Walls: ☐ Yes ☐ No

DEEDED EASEMENTS: ☐ NONE SEE BACK TITLE *

From: _____

To: _____ Location: _____

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

From: _____

To: _____ Location: _____

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

From: _____

To: _____ Location: _____

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

From: _____

To: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as 15/458 : ☐ None

1. 37' 7' 19"- SETBACKS
2. 15' PUE/DE CENTERED ON WESTERLY AND EASTERLY LOT LINES, 15' PUE/DE INTERIOR TO REAR LOT LINE
3. _____
4. _____

SHOWN ON OTHER PLATS OF RECORD as follows: ☒ None ✓

1. Plat recorded as _____ showing: _____
2. Plat recorded as _____ showing: _____

ACCESS: ☒ Public street(s) named: HIGHLAND CIRCLE

☐ Appurtenant easement created by Deed Book & Pg./Inst. No.: _____

☐ Road Maintenance Agreement in Deed Book & Pg./Inst. No.: _____

OTHER MATTERS: ☐ None

***PLEASE NOTE THAT LEONARD AND JO ANN MEIROVITCH APPEAR TO BE DECEASED- SEE LIST OF HEIRS FOR
LEONARD AT 2015000599- HE DIED ON 8/16/15. JO ANN DIED ON 12/26/24- PER LIST OF HEIRS 2025000414.

PLEASE NOTE THAT JO ANNE'S WILL WAS REJECTED- IF THERE IS A WILL TO BE RECORDED THAN WILL NEED TO UPDATE
TO DETERMINE WHO HAS AN INTEREST TO PROPERTY***

SEARCH TYPE: ☐ Current Owner ☐ Two Owner
☐ Standard Residential ☐ Commercial
☐ Other: _____

BACK TITLE INFO RELIED UPON IS Policy/Case # NB ATTACHED Items to be picked up
from this policy affecting the property listed on page 1 are as follows: # 3, 7-12

EFFECTIVE DATE: 8/5/2025 @ 8:00 A.M.

SEARCHER: Curtis & Frank

THIS REPORT CONSISTS OF 4 PAGES, excluding document copies, adverse sheets, etc



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: Homestead Title and Settlement Agency, LLC
Issuing Office: 3 Fox Fire Lane, Independence, VA 24348
Issuing Office's ALTA® Registry ID: 1086752
Issuing Office File No.: HT24-226-DH
Property Address: 1510 Highland Cir., Blacksburg, VA 24060

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Company
316 South Jefferson Street
Roanoke, VA 24011

Policy No.: 2751246-233095923

Amount of Insurance: \$ 935,000.00

Premium: \$ 3,566.00

Date of Policy: July 19, 2024 at 04:20 PM

1. The Insured is:
Shah Development, LLC
2. The estate or interest in the Land insured by this policy is:
Fee Simple
3. The Title is vested in:
Shah Development, LLC
4. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

By: Betsy Shearin
Betsy Shearin, Agent

Homestead Title and Settlement Agency, LLC
3 Fox Fire Lane, Independence, VA 24348
(276)579-2075

Fidelity National Title Company

By:

Michael J. Nolan
Michael J. Nolan
President

ATTEST:

Marjorie Nemzura
Marjorie Nemzura
Secretary

2751246

ALTA Owner's Policy of Title Insurance (07-01-2021) w-VA Mod

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(SHAH FROM BRENNER.PFD/HT24-226-DH/6)



Fidelity National Title Insurance Company

SCHEDULE B

Policy No.: 2751246-233095923

File No. HT24-226-DH

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

2. Taxes for the year 2024B, not yet due and payable, and subsequent years.
3. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations containing in Instrument recorded in Deed Book 709, Page 566-575, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.
4. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations containing in Instrument recorded in Deed Book 709, Page 557-565, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.
5. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations containing in Instrument recorded in Deed Instrument No. 2016001976, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.
6. Perpetual easement and right of way over, across and under Lot 11 Oakton, for the purpose of constructing, using maintaining and replacing a septic system and drainage field and is more particularly described on plat of subdivision recorded in Plat Book 15, Page 458
7. Easement granted Chesapeake & Potomac Telephone Company by instruments recorded in Deed Book 184, Page 76 and Deed Book 575, Page 150.
8. Easement granted APCO by instrument recorded in Deed Book 260, Page 116.
9. Reservation of a 12' pedestrian easement along the interior lot lines of Lot No. 11 as shown in the conveyance deed and shown on the plat of subdivision recorded in Plat Book 15, Page 458
10. Matters shown on plat of survey by Draper-Aden Associates, Inc., dated March 14, 1991, revised April 17, 1991 and June 11, 1991, a copy of which is recorded in Plat Book 15, Pages 458, 459 and 460 including but not limited to: Public utility easement centered on side and rear lot lines
11. Building restriction line of 40 feet front and rear, 15 feet sides and 35 feet from side street.
12. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

2751246

ALTA Owner's Policy of Title Insurance (07-01-2021) w-VA Mod

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(SHAH FROM BRENNER.PFD/HT24-226-DH/6)



Fidelity National Title Insurance Company

EXHIBIT A

Policy No.: 2751246-233095923

File No. HT24-226-DH

ALL that certain parcel of land, lying and being situated in the Town of Blacksburg, Mt. Tabor Magisterial District of Montgomery County, Virginia and further described as follows:

ALL of Lot Number Eleven (11), containing 3.848 ac, as shown on a plat of survey entitled "Final Plat of Oakton, a Planned Development Residential Subdivision", prepared by Draper-Aden Associates, Inc., Consulting Engineers, dated March 14, 1991, revised April 17, 1991, and June 11, 1991, designated as Plan No. T-6103, consisting of three pages, which plat is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Plat Book 15, pages 458, 459 and 460, to which plat reference is hereby made for a more complete description of said tract.

2751246

ALTA Owner's Policy of Title Insurance (07-01-2021) w-VA Mod
(SHAH FROM BRENNER.PFD/HT24-226-DH/6)

Purchase

FILE NO: 1216023163-1

Page -1-

Waltz's Associates

D:

A:

R:

GW
TR

Leonard Mercantile
Jo Anne Mercantile
937, 189

D: 10/15/91

A: 10/15/91

R: 10/15/91

GW
TR

JB Jones
Joe H. Jones
718, 702

D: 9/24/91

A: 9/24/91

R: 9/24/91

GW

Tam and Gary
Properties, Inc.
674, 832

D: 10/15/91

A: 10/15/91

R: 10/15/91

WBPG Development
Corp.

D:

A:

R:

Date: 8/5/25

Time: 8:00 am

Description: Lot 15, Oakton,
Blg, VA

Property Address: 1505 Highland
Circle, Blg, VA 22160

Map: 15/458

Rest. Cov.: 75/557, 75/558,
103/105

Setbacks:

Front 37'

Side 7'

Rear 19'

PUE/DE: 15' sidewalk centered on
the Easement
between lot line
and rear lot line.

D/T:

None

Ease.: NB Stahl #3, 7-12

Referred will at

Jo Anne Mercantile
C 2025 Austad, 559,
558

EXAMPLE:

83 - 84

FRANK

277/430

D/T

NBB

100 S. MAIN STREET
B'BURG, VA 24060

25,000

F. BRADFORD DENARDO

JAMES G. RAKES

6/1/86 - 5/30/06

REC'D 6/1/86

ADVERSE CONVEYANCES

Page -3-

FROM/TO	GRANTOR	DB/PG	INSTR.	GRANTEE	DESCRIPTION
24 — 17	Merwin Estate		none		
15 — 124	Merwin, Jo Anne				
96 — 115	Merwin, Leah + Jo Anne				
91 — 196	Jones				
90 — 191	Town + Curry				

Indorsement

Finance Statement

None

None

2025 3,400.00 DD

1,183.91 DD

2025 3,400.00 County

1,183.91 County

2024 1st

2024 2nd

2023 1st

2023 2nd

2022 1st

2022 2nd

2021 1st

2021 2nd

2020 Prev

Page 101

Page 101

030415

030415

2315

2315

(2025)

(2025)

Loan Payable

Lender

Amount

Good Through

Per Note

(2025)

Land

Building

Other

MTDair

Highway for 600,000

B/Burg

Town/County

194,000

716,700

910,700

288-2715

Real Estate

All Bills

Parcel ID 030475

Location 1505 HIGHLAND CIR

Real Estate bill years 2005 to 2025 only (2000 excluded)

<u>Bill</u>	<u>Type</u>	<u>Year</u>	<u>Owner</u>	<u>Paid</u>	
19483	REGULAR/ORIGINAL	2005	MEIROVITCH LEONARD &	Paid	View Bill
19913	REGULAR/ORIGINAL	2006	MEIROVITCH LEONARD	Paid	View Bill
20524	REGULAR/ORIGINAL	2007	MEIROVITCH LEONARD	Paid	View Bill
20974	REGULAR/ORIGINAL	2008	MEIROVITCH LEONARD	Paid	View Bill
21104	REGULAR/ORIGINAL	2009	MEIROVITCH LEONARD	Paid	View Bill
21338	REGULAR/ORIGINAL	2010	MEIROVITCH LEONARD	Paid	View Bill
22280	REGULAR/ORIGINAL	2011	MEIROVITCH LEONARD	Paid	View Bill
22224	REGULAR/ORIGINAL	2012	MEIROVITCH LEONARD	Paid	View Bill
22185	REGULAR/ORIGINAL	2013	MEIROVITCH LEONARD	Paid	View Bill
22110	REGULAR/ORIGINAL	2014	MEIROVITCH LEONARD	Paid	View Bill
22183	REGULAR/ORIGINAL	2015	MEIROVITCH LEONARD	Paid	View Bill
22255	REGULAR/ORIGINAL	2016	MEIROVITCH LEONARD	Paid	View Bill
22251	REGULAR/ORIGINAL	2017	MEIROVITCH LEONARD	Paid	View Bill
22378	REGULAR/ORIGINAL	2018	MEIROVITCH LEONARD	Paid	View Bill

22536	REGULAR/ORIGINAL	2019	MEIROVITCH LEONARD	Paid	View Bill
22622	REGULAR/ORIGINAL	2020	MEIROVITCH LEONARD	Paid	View Bill
22741	REGULAR/ORIGINAL	2021	MEIROVITCH LEONARD	Paid	View Bill
23019	REGULAR/ORIGINAL	2022	MEIROVITCH LEONARD	Paid	View Bill
23538	REGULAR/ORIGINAL	2023	MEIROVITCH LEONARD	Paid	View Bill
23723	REGULAR/ORIGINAL	2024	MEIROVITCH LEONARD	Paid	View Bill
23756	REGULAR/ORIGINAL	2025	MEIROVITCH LEONARD	Outstanding	View Bill *

* indicates payable bill

Real Estate Assessment

Owner	MEIROVITCH LEONARD
Parcel ID	030475
Bill Year	2025

Assessment Values

	Gross Assessment
Land	\$194,000.00
Building	\$716,700.00
Total	\$910,700.00

	Class	Description	Area	Deferments	Net Assessment
BUILDING	1000	SFRU	2249 Sq. Ft.	\$0.00	\$716,700.00
LAND	1000	SFRU	3.0650 Acres	\$0.00	\$194,000.00
Total					\$910,700.00

Real Estate

View Bill

As of	8/5/2025
Bill Year	2025
Bill	23756
Owner	MEIROVITCH LEONARD
Parcel ID	030475

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	6/5/2025	\$3,460.66	\$3,460.66	\$0.00	\$0.00	\$0.00
2	12/5/2025	\$3,460.66	\$0.00	\$3,460.66	\$0.00	\$0.00
TOTAL		\$6,921.32	\$3,460.66	\$3,460.66	\$0.00	\$0.00

Add to Cart

Account No : 6924

Owner Name : MEIROVITCH
LEONARD

Location ID : 6924

Address : 1505 HIGHLAND
CIR, BLACKSBURG,
VA 24060

Old Account Number : 288- 27 15

Parcel ID : 030475

Tax Year Detail

Tax Year :

Total Amount Billed : \$1,183.91

Total Amount Paid : \$1,183.91

Total Amount Unapplied : \$0.00

Total Amount Due : \$0.00

Show 10 entries

Search:

Date	Period	Type	Amount
05/28/25	1	Bill	\$1,183.91
06/05/25	1	Payment	\$1,183.91

Showing 1 to 2 of 2 entries

[Previous](#) [Next](#)

[View Full Site](#)

Montgomery

Index Brief

Land:01/03/1966 to 08/01/2025
 Judgments:01/02/1979 to 08/05/2025
 Financing Statements:09/14/1993 to 08/01/2025
 Wills:02/04/1993 to 07/31/2025
 Assumed Names:08/05/2002 to 02/16/2024
 Fiduciary Accounts:12/22/1999 to 07/31/2025

Search Criteria
 All Indexes Name Search - Person : MEI, LE

Surname/Non-Human	Given Name	Series	Type	Book	Page	Description	Instrument #
Fiduciary Accounts							
MEIROVITCH	LEONARD	D- Decedent	BOND		10/23/2015		2015000692
MEIROVITCH	LEONARD	D- Decedent	INV		02/26/2016	INVENTORY	2016000049
MEIROVITCH	LEONARD	D- Decedent	ACCT		03/12/2016	DEBTS AND DEMANDS	2016000071
MEIROVITCH	LEONARD	D- Decedent	ACCT		02/23/2017	FIRST ACCOUNTING	2017000055
MEIROVITCH	LEONARD	D- Decedent	ACCT		09/15/2017	2NDAND FINAL ACCOUNTING	2017000178
Total Records 5							
Land							
MEIROVITCH	LEONARD	E-Grantee	DBS	00366	0606	02/10/1976	MURPHY LT2 SEC2 +976000277
MEIROVITCH	LEONARD	E-Grantee	DR	00366	0606	02/10/1976	MURPHY LT2 SEC2 +976004485
MEIROVITCH	LEONARD	R-Grantor	DOT	00372	0504	07/16/1976	MURPHY LT2 SEC2 +976001976
MEIROVITCH	LEONARD	E-Grantee	DBS	00376	0239	10/07/1976	MURPHY LT1 SEC2 +976003011
MEIROVITCH	LEONARD	E-Grantee	DR	00376	0239	10/07/1976	MURPHY LT1 SEC2 +976004318
MEIROVITCH	LEONARD	R-Grantor	DR	00830	0365	03/17/1994	DEED BOOK 372 PAGE 504 +994002470
MEIROVITCH	LEONARD	E-Grantee	DR	00830	0365	03/17/1994	DEED BOOK 372 PAGE 504 +994002470
MEIROVITCH	LEONARD	E-Grantee	DBS	00937	0189	11/12/1996	MT T OAKTON LT 15 1996009573
MEIROVITCH	LEONARD	R-Grantor	DOT	00977	0819	10/06/1997	MT T OAKTON LT 15 1997008939
MEIROVITCH	LEONARD	R-Grantor	DOT	01043	0315	12/04/1998	RE-RECORD MT T OAKTON LT 15 +998013431
							DEED BOOK 977 PAGE 819
MEIROVITCH	LEONARD	E-Grantee	AG	01043	0325	12/04/1998	MODIFICATION DB 977 PAGE 819 +998013432
MEIROVITCH	LEONARD	R-Grantor	AG	01043	0325	12/04/1998	MODIFICATION DB 977 PAGE 819 +998013432
MEIROVITCH	LEONARD	R-Grantor	ASGMT	01051	0231	01/22/1999	DEED BOOK 1043 PAGE 315 +999000834
MEIROVITCH	LEONARD	R-Grantor	ASGMT	01099	0040	11/04/1999	DEED BOOK 1043 PAGE 315 +999012633
MEIROVITCH	LEONARD	R-Grantor	DOT			08/06/2002	T BL OAKTON LT 15 2002010850

Montgomery

Index Brief

Surname/Non-Human	Given Name	Series	Type	Book	Page	Description	Instrument #
MEIROVITCH	LEONARD	R-Grantor	ASGMT		08/08/2002	D T DATED 8-1-02	2002011001
MEIROVITCH	LEONARD	E-Grantee	CS		09/23/2002	DB 1043 PG 315	2002013354
MEIROVITCH	LEONARD	R-Grantor	CS		09/23/2002	DB 1043 PG 315	2002013354
MEIROVITCH	LEONARD	R-Grantor	DBS		10/10/2002	MT T MURPY LT 1 SEC 2	2002014418
MEIROVITCH	LEONARD	R-Grantor	DOT		06/30/2003	LOT 15, OAKTON	2003010342
MEIROVITCH	LEONARD	R-Grantor	CS		08/21/2003	1505 HIGHLAND CIRCLE	2003014271
MEIROVITCH	LEONARD	E-Grantee	CS		08/21/2003	1505 HIGHLAND CIRCLE	2003014271
MEIROVITCH	LEONARD	R-Grantor	CS		02/08/2011	2003010342	2011000957
MEIROVITCH	LEONARD	E-Grantee	CS		02/08/2011	2003010342	2011000957

Total Records 24

Wills

MEIROVITCH	LEONARD	D- Decedent	QUAL		10/23/2015		2015000599
MEIROVITCH	LEONARD	D- Decedent	AFN		10/23/2015		2015000600

Total Records 2

Montgomery

Index Brief

Land:01/03/1966 to 08/01/2025
 Judgments:01/02/1979 to 08/05/2025
 Financing Statements:09/14/1993 to 08/01/2025
 Wills:02/04/1993 to 07/31/2025
 Assumed Names:08/05/2002 to 02/16/2024
 Fiduciary Accounts:12/22/1999 to 07/31/2025

Search Criteria
 All Indexes Name Search - Person : MEI, JO

Surname/Non-Human	Given Name	Series	Type	Book	Page	Description	Instrument #	
Fiduciary Accounts								
MEIROVITCH	JO ANNE	N-Incapacitated	INV		11/09/2018	INVENTORY	2018000553	
MEIROVITCH	JO ANNE	N-Incapacitated	ACCT		07/11/2019	ACCOUNTING FOR INCAPACITATED	2019000255	
MEIROVITCH	JO ANN	N-Incapacitated	ACCT		08/10/2020	ACCOUNTING	2020000224	
MEIROVITCH	JO ANNE	D-Decedent	ACCT		07/13/2021	3RD ACCOUNTING	2021000219	
MEIROVITCH	JO ANNE	N-Incapacitated	ACCT		07/05/2022	4TH CONSERVATORSHIP ACCOUNTING	2022000220	
MEIROVITCH	JO ANN	N-Incapacitated	ACCT		07/06/2023	5TH ACCOUNTING	2023000202	
MEIROVITCH	JO ANN	N-Incapacitated	ACCT		05/16/2024	6TH ACCOUNTING	2024000149	
Total Records 7								
Land								
MEIROVITCH	JO ANNE	E-Grantee	DBS	00366	0606	02/10/1976	MURPHY LT2 SEC2	1976000277
MEIROVITCH	JO ANNE	E-Grantee	DR	00366	0606	02/10/1976	MURPHY LT2 SEC2	1976004485
MEIROVITCH	JO ANNE	R-Grantor	DOT	00372	0504	07/16/1976	MURPHY LT2 SEC2	1976001976
MEIROVITCH	JO ANNE	E-Grantee	DBS	00376	0239	10/07/1976	MURPHY LT1 SEC2	1976003011
MEIROVITCH	JO ANNE	E-Grantee	DR	00376	0239	10/07/1976	MURPHY LT1 SEC2	1976004318
MEIROVITCH	JO ANNE	R-Grantor	DR	00830	0365	03/17/1994	DEED BOOK 372 PAGE 504	1994002470
MEIROVITCH	JO ANNE	E-Grantee	DR	00830	0365	03/17/1994	DEED BOOK 372 PAGE 504	1994002470

Montgomery

Index Brief

Surname/Non-Human	Given Name	Series	Type	Book	Page		Description	Instrument #
MEIROVITCH	JO ANNE	E-Grantee	DBS	00937	0189	11/12/1996	MT T OAKTON LT 15	1996009573
MEIROVITCH	JO ANNE	R-Grantor	AG	00963	0765	07/02/1997	AMEND DECLARATION OF COVENANTS CONDITIONS & RESTRICTIONS OAKTON	1997005525
MEIROVITCH	JO ANNE	E-Grantee	AG	00963	0765	07/02/1997	AMEND DECLARATION OF COVENANTS CONDITIONS & RESTRICTIONS OAKTON	1997005525
MEIROVITCH	JO ANNE	R-Grantor	DOT	00977	0819	10/06/1997	MT T OAKTON LT 15	1997008939
MEIROVITCH	JO ANNE	R-Grantor	DOT	01043	0315	12/04/1998	RE-RECORD MT T OAKTON LT 15 DEED BOOK 977 PAGE 819	1998013431
MEIROVITCH	JO ANNE	E-Grantee	AG	01043	0325	12/04/1998	MODIFICATION DB 977 PAGE 819	1998013432
MEIROVITCH	JO ANNE	R-Grantor	AG	01043	0325	12/04/1998	MODIFICATION DB 977 PAGE 819	1998013432
MEIROVITCH	JO ANNE	R-Grantor	ASGMT			01/22/1999	DEED BOOK 1043 PAGE 315	1999000834
MEIROVITCH	JOANNE	R-Grantor	DBS			03/19/1999	MT T MURPHY LOT 2 SEC 2	1999002979
MEIROVITCH	JO ANNE	R-Grantor	DOT			08/06/2002	T BL OAKTON LT 15	2002010850
MEIROVITCH	JO ANNE	R-Grantor	ASGMT			08/08/2002	D T DATED 8-1-02	2002011001
MEIROVITCH	JO ANNE	E-Grantee	CS			09/23/2002	DB 1043 PG 315	2002013354
MEIROVITCH	JO ANNE	R-Grantor	CS			09/23/2002	DB 1043 PG 315	2002013354
MEIROVITCH	JO ANNE	R-Grantor	DBS			10/10/2002	MT T MURPY LT 1 SEC 2	2002014418
MEIROVITCH	JO ANNE	R-Grantor	DOT			06/30/2003	LOT 15, OAKTON	2003010342
MEIROVITCH	JO ANNE	E-Grantee	CS			08/21/2003	1505 HIGHLAND CIRCLE	2003014271
MEIROVITCH	JO ANNE	R-Grantor	CS			08/21/2003	1505 HIGHLAND CIRCLE	2003014271
MEIROVITCH	JO ANNE	R-Grantor	CS			02/08/2011	2003010342	2011000957
MEIROVITCH	JO ANNE	E-Grantee	CS			02/08/2011	2003010342	2011000957

Total Records 26

Wills

MEIROVITCH	JOANNE	H-Heir	QUAL			10/23/2015		2015000599
MEIROVITCH	JO ANN	N- Incapacita ted	QUAL			06/13/2018	GUAR/CONS	2018000485
MEIROVITCH	JO ANN	N- Incapacita ted	BOND			06/13/2018	BOND	2018000486
MEIROVITCH	JO ANN	N- Incapacita	BOND			06/13/2018	BOND	2018000487

Surname/Non-Human	Given Name	Series	Type	Book	Page	Description	Instrument #
MEIROVITCH	JO ANN	N- Incapacita ted	OTHER		04/15/2025	MEMO	2025000339
MEIROVITCH	JO ANN	D- Decedent	QUAL		05/05/2025	QUALIFICATION - NEILY COMR	2025000414
MEIROVITCH	JO ANN	D- Decedent	BOND		05/05/2025	BOND	2025000415
MEIROVITCH	JO ANNE	D- Decedent	WILL		06/27/2025	REJECTED WILL CWF25000257	2025000558
MEIROVITCH	JO ANNE	D- Decedent	WILL		06/27/2025	REJECTED WILL	2025000559
MEIROVITCH	JO ANNE	D- Decedent	WILL		06/27/2025	REJECTED WILL	2025000560
Total Records 10							

Land:01/03/1966 to 08/01/2025
Judgments:01/02/1979 to 08/05/2025
Financing Statements:09/14/1993 to 08/01/2025
Wills:02/04/1993 to 07/31/2025
Assumed Names:08/05/2002 to 02/16/2024
Fiduciary Accounts:12/22/1999 to 07/31/2025

Search Criteria
All Indexes Name Search - Person : LEMOS, SH

Surname/Non-Human	Given Name	Series	Type	Book	Page	Description	Instrument #
Wills							
LEMOS	SHARON A LEY	H-Heir	QUAL		05/05/2025	QUALIFICATION - NEILY COMR	2025000414
LEMOS	SHARON A LEY	H-Heir	BOND		05/05/2025	BOND	2025000415
Total Records 2							

Land:01/03/1966 to 08/01/2025
Judgments:01/02/1979 to 08/05/2025
Financing Statements:09/14/1993 to 08/01/2025
Wills:02/04/1993 to 07/31/2025
Assumed Names:08/05/2002 to 02/16/2024
Fiduciary Accounts:12/22/1999 to 07/31/2025

Search Criteria
All Indexes Name Search - Person : RITTER, PAT

Surname/Non-Human	Given Name	Series	Type	Book	Page	Description	Instrument #
Wills							
RITTER	PATRICIA J LEY	H-Heir	QUAL		05/05/2025	QUALIFICATION - NEILY COMR	2025000414
RITTER	PATRICIA J LEY	H-Heir	BOND		05/05/2025	BOND	2025000415
Total Records 2							

Montgomery
Index Brief

Land:01/03/1966 to 08/01/2025
Judgments:01/02/1979 to 08/05/2025
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Wills:02/04/1993 to 07/31/2025
Assumed Names:08/05/2002 to 02/16/2024
Fiduciary Accounts:12/22/1999 to 07/31/2025

Search Criteria
All Indexes Name Search - Person : LEY, THOM

Surname/Non-Human	Given Name	Series	Type	Book	Page	Description	Instrument #
Wills							
LEY	THOMAS EDWARD	H-Heir	QUAL		05/05/2025	QUALIFICATION - NEILY COMR	2025000414
LEY	THOMAS EDWARD	H-Heir	BOND		05/05/2025	BOND	2025000415

Total Records 2

Montgomery
Directory Listing

Land:01/03/1966 to 08/01/2025

All Indexes Name Search - Person : LEY, RICH

Judgments:01/02/1979 to 08/05/2025

Financing Statements:09/14/1993 to 08/01/2025

Wills:02/04/1993 to 07/31/2025

Assumed Names:08/05/2002 to 02/16/2024

Fiduciary Accounts:12/22/1999 to 07/31/2025

Name

#

No Matches

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, ON THE TWENTY SEVENTH DAY OF JUNE, 2025.

COURT FILE NO. 25000259

On this date came CHRISTOPHER A TUCK , a resident of MONTGOMERY COUNTY with a paper dated June 20, 1997 consisting of five (5) typewritten pages, purporting to be the Last Will and Testament of JO ANNE MEIROVITCH , deceased. None of the witnesses of said will could be produced to swear that the Testator signed said Will in their presence and in the presence of one other witness present at the same time, as required by Virginia Code Section 64.2-403.

Thereupon, the Clerk did refuse to accept the will for probate, determining that the paper could not be proved as a valid last will and testament pursuant to Virginia Code Section 64.2-403 and 64.2-444; and,

Thereupon, the Clerk did inform the proponent, CHRISTOPHER A TUCK , of the refusal and did advise the said CHRISTOPHER A TUCK of the right to appeal this decision within six (6) months of this date to the County of Montgomery Circuit Court pursuant to Virginia Code Section 64.2-445.

And it was finally ORDERED that the paper presented be filed in this office and a copy of this order be recorded in the Will Book and given to the proponent.

Enter this twenty seventh day of June, 2025

TESTE: TIFFANY M. COUCH , Clerk

by: Jon Moore, Deputy Clerk

INSTRUMENT # 2025000560
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
Jun 27, 2025 AT 09:22 am
TIFFANY M. COUCH, CLERK by JAM

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, ON THE TWENTY SEVENTH DAY OF JUNE, 2025.

COURT FILE NO. 25000258

On this date came CHRISTOPHER A TUCK , a resident of MONTGOMERY COUNTY with a paper dated June 20, 1997 consisting of five (5) typewritten pages, purporting to be the Last Will and Testament of JO ANNE MEIROVITCH , deceased. None of the witnesses of said will could be produced to swear that the Testator signed said Will in their presence and in the presence of one other witness present at the same time, as required by Virginia Code Section 64.2-403.

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And it was finally ORDERED that the paper presented be filed in this office and a copy of this order be recorded in the Will Book and given to the proponent.

Enter this twenty seventh day of June, 2025

TESTE: TIFFANY M. COUCH , Clerk

by: , Deputy Clerk

INSTRUMENT # 2025000559
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
Jun 27, 2025 AT 09:22 am
TIFFANY M. COUCH, CLERK by JAM

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, ON THE TWENTY SEVENTH DAY OF JUNE, 2025.

COURT FILE NO. 25000257

On this date came CHRISTOPHER A TUCK , a resident of MONTGOMERY COUNTY with a paper dated May 21, 1996 consisting of five (5) typewritten pages, purporting to be the Last Will and Testament of JO ANNE MEIROVITCH , deceased. None of the witnesses of said will could be produced to swear that the Testator signed said Will in their presence and in the presence of one other witness present at the same time, as required by Virginia Code Section 64.2-403.

Thereupon, the Clerk did refuse to accept the will for probate, determining that the paper could not be proved as a valid last will and testament pursuant to Virginia Code Section 64.2-403 and 64.2-444; and,

Thereupon, the Clerk did inform the proponent, CHRISTOPHER A TUCK , of the refusal and did advise the said CHRISTOPHER A TUCK of the right to appeal this decision within six (6) months of this date to the County of Montgomery Circuit Court pursuant to Virginia Code Section 64.2-445.

And it was finally ORDERED that the paper presented be filed in this office and a copy of this order be recorded in the Will Book and given to the proponent.

Enter this twenty seventh day of June, 2025

TESTE: TIFFANY M. COUCH , Clerk

by: Joe Moor, Deputy Clerk

INSTRUMENT # 2025000558
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
Jun 27, 2025 AT 09:22 am
TIFFANY M. COUCH, CLERK by JAM

FIDUCIARY'S BONDCourt File No.: 25000176

KNOW ALL MEN BY THESE PRESENTS, that **CHRISTOPHER A TUCK PC** and West Bend Insurance Company the "OBLIGOR(S)", is(are) held and firmly bound to the **COMMONWEALTH OF VIRGINIA**, in the sum of Fourteen Million Dollars and 00 Cents, to the payment whereof I(we) bind myself(ourselves), our heirs, personal representatives, successors and assigns, jointly and severally, by these presents, hereby waiving the benefit of any homestead exemptions as to this obligation.

This debt is ☐ UNSECURED ☒ SECURED BY :
☐ CASH ☐ PROPERTY ☒ CORPORATE SURETY ☐ OTHER:

The Conditions of this BOND are:

CHRISTOPHER A TUCK PC, the Obligor(s) was this day qualified as
☒ Administrator ☐ Administrator, c.t.a. ☐ Executor ☐ Curator ☐ Other:

of the Estate of **JO ANN MEIROVITCH** , this **5th** day of **May**, 2025..

The Obligor(s) shall faithfully perform all duties required by law of said fiduciary office.
 If these conditions are faithfully fulfilled, this obligation shall be void; otherwise it shall remain in full force and effect.

In witness whereof, the Undersigned have hereunto set their hands and seals, this **5th** day of **May**, 2025.

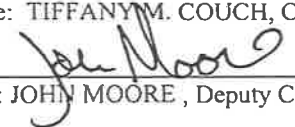
.....(SEAL)
CHRISTOPHER A TUCK PC

.....(SEAL)
THOMAS C VIA JR, Attorney-in-Fact for West Bend Insurance Company

Before the Clerk of Montgomery County Circuit Court on this **5th** day of **May**, 2025.
 The foregoing BOND was subscribed, sworn to and acknowledged by:

CHRISTOPHER A TUCK PC and **THOMAS C VIA JR Attorney-in-Fact for West Bend Insurance Company** the obligor(s) therein, and ordered to be recorded as provided by law.

Teste: **TIFFANY M. COUCH, CLERK**

By:  **JOHN MOORE** , Deputy Clerk

VIRGINIA: IN THE CIRCUIT COURT OF MONTGOMERY COUNTY

COURT FILE NO. 25000176

IN RE: **JO ANN MEIROVITCH** , Deceased

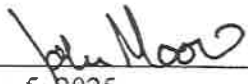
QUALIFICATION OF ADMINISTRATOR

It appearing that JO ANN MEIROVITCH , resided at 3400 SOUTH POINT DRIVE BLACKSBURG VA 24060 , in Montgomery County, Virginia, within the jurisdiction of this Court, and died intestate on December 26, 2024, on motion of CHRISTOPHER A TUCK, PC , it is ORDERED that CHRISTOPHER A TUCK, PC is hereby appointed Administrator of the estate of JO ANN MEIROVITCH , deceased.

CHRISTOPHER A TUCK, PC then appeared, made oath as the law directs, and together with WEST BEND INSURANCE COMPANY, surety, by THOMAS C VIA JR, its attorney in fact, entered into and acknowledged a bond as Administrator in the penalty of \$14,000,000.00. The bond, being payable and conditioned according to law, is ORDERED to be recorded.

Certificate is GRANTED CHRISTOPHER A TUCK, PC for obtaining letter of administration upon the personal estate of JO ANN MEIROVITCH , in due form.

The statement of responsibilities required by Sec. 64.2-507, Code of Virginia, and the written notice of probate and the affidavit referred to in Sec. 64.2-508, Code of Virginia, were given to the Administrator.


_____, Deputy Clerk
May 5, 2025

INSTRUMENT # 2025000414
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
May 05, 2025 AT 03:27 pm
TIFFANY M. COUCH, CLERK by JAM

LIST OF HEIRS

COMMONWEALTH OF VIRGINIA VA. CODE § 64.2-509

Court File No.: 25000176

Montgomery County Circuit Court

JO ANN MEIROVITCH

NAME OF DECEDENT

December 26, 2024

DATE OF DEATH

I/We, the undersigned, hereby state under oath that the following are all of the heirs of the Decedent:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
SHARON A LEY LEMOS	2849 BATTLEVIEW PLACE STOCKTON,CA 95209	NIECE	ADULT
PATRICIA J LEY RITTER	3902 CHELSEA COURT ROCKLIN,CA 95677	NIECE	ADLUT
THOMAS EDWARD LEY	4758 PARADISE COURT ROCKLIN,CA 95677	NEPHEW	ADULT
RICHARD ALLE LEY	1804 CIRBY WAY APT A ROSEVILLE,CA 95661	NEPHEW	ADULT

[] This LIST OF HEIRS is filed in addition to the LIST OF HEIRS previously filed with this Court on
DATE

I/we am/are (please check one):

- ☐ Proponent(s) of the will (no qualification)
☒ Personal representative(s) of the decedent's estate
☐ Heir-at-law of intestate decedent (no qualification within 30 days following death)

Given under my/our hand this **5th day of May, 2025.**
DATE

CHRISTOPHER A TUCK PC

PRINTED NAME OF SUBSCRIBER

SIGNATURE OF SUBSCRIBER

State of Virginia

City/County of **Montgomery County,** to-wit:Subscribed and sworn to before me this **5th day of May, 2025** by **CHRISTOPHER A TUCK PC.**

[] CLERK [X] DEPUTY CLERK [] NOTARY PUBLIC

My commission expires

Registration No.

VIRGINIA: In the Clerk's Office of the **Montgomery County Circuit Court** this **5th day of May, 2025.**
the foregoing LIST OF HEIRS was filed and admitted to record.

Teste: **TIFFANY M. COUCH**

CLERK

by: **JOHN MOORE**, Deputy Clerk

VIRGINIA: IN THE CIRCUIT COURT OF MONTGOMERY COUNTY

COURT FILE NO. 25000176

IN RE: **JO ANN MEIROVITCH** , Deceased

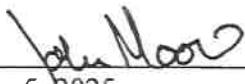
QUALIFICATION OF ADMINISTRATOR

It appearing that JO ANN MEIROVITCH , resided at 3400 SOUTH POINT DRIVE BLACKSBURG VA 24060 , in Montgomery County, Virginia, within the jurisdiction of this Court, and died intestate on December 26, 2024, on motion of CHRISTOPHER A TUCK, PC , it is ORDERED that CHRISTOPHER A TUCK, PC is hereby appointed Administrator of the estate of JO ANN MEIROVITCH , deceased.

CHRISTOPHER A TUCK, PC then appeared, made oath as the law directs, and together with WEST BEND INSURANCE COMPANY, surety, by THOMAS C VIA JR, its attorney in fact, entered into and acknowledged a bond as Administrator in the penalty of \$14,000,000.00. The bond, being payable and conditioned according to law, is ORDERED to be recorded.

Certificate is GRANTED CHRISTOPHER A TUCK, PC for obtaining letter of administration upon the personal estate of JO ANN MEIROVITCH , in due form.

The statement of responsibilities required by Sec. 64.2-507, Code of Virginia, and the written notice of probate and the affidavit referred to in Sec. 64.2-508, Code of Virginia, were given to the Administrator.


_____, Deputy Clerk
May 5, 2025

INSTRUMENT # 2025000414
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
May 05, 2025 AT 03:27 pm
TIFFANY M. COUCH, CLERK by JAM

LIST OF HEIRS

COMMONWEALTH OF VIRGINIA VA. CODE § 64.2-509

Court File No.: 25000176

Montgomery County Circuit Court

JO ANN MEIROVITCH

NAME OF DECEDENT

December 26, 2024

DATE OF DEATH

I/We, the undersigned, hereby state under oath that the following are all of the heirs of the Decedent:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
SHARON A LEY LEMOS	2849 BATTLEVIEW PLACE STOCKTON,CA 95209	NIECE	ADULT
PATRICIA J LEY RITTER	3902 CHELSEA COURT ROCKLIN,CA 95677	NIECE	ADLUT
THOMAS EDWARD LEY	4758 PARADISE COURT ROCKLIN,CA 95677	NEPHEW	ADULT
RICHARD ALLE LEY	1804 CIRBY WAY APT A ROSEVILLE,CA 95661	NEPHEW	ADULT

[] This LIST OF HEIRS is filed in addition to the LIST OF HEIRS previously filed with this Court on _____
DATE

I/we am/are (please check one):

- ☐ Proponent(s) of the will (no qualification)
☒ Personal representative(s) of the decedent's estate
☐ Heir-at-law of intestate decedent (no qualification within 30 days following death)

Given under my/our hand this 5th day of May, 2025.

DATE

CHRISTOPHER A TUCK PC

PRINTED NAME OF SUBSCRIBER

SIGNATURE OF SUBSCRIBER

State of Virginia

City/County of Montgomery County, to-wit:

Subscribed and sworn to before me this 5th day of May, 2025, by **CHRISTOPHER A TUCK PC**.

[] CLERK [X] DEPUTY CLERK [] NOTARY PUBLIC

My commission expires _____

Registration No. _____

VIRGINIA: In the Clerk's Office of the Montgomery County Circuit Court this 5th day of May, 2025.
the foregoing LIST OF HEIRS was filed and admitted to record.

Teste: **TIFFANY M. COUCH**

CLERK

by: **JOHN MOORE**, Deputy Clerk

CHRISTOPHER A. TUCK
ATTORNEY & COUNSELOR AT LAW, P.C.

811 TRIANGLE STREET
POST OFFICE BOX 11422
BLACKSBURG, VA 24062

TELEPHONE
(540) 552-4567
FAX 552-7248

April 14, 2025

Daniel D. Hamrick, Esq.
Montgomery County Commissioner of Accounts
104 South Franklin Street
Christiansburg, VA 24073

(via E-Mail)

RE: Estate of Jo Anne Meirovitch

Dear Dan,

I am preparing to qualify as the administrator of the Estate of Jo Anne Meirovitch at the request of her nieces and nephews. In doing so, I have received a quote for the annual premium for the estate in the amount of \$14,816.00, for a \$14,000,000.00 bond. As you will recall, Naomi Huntington was Mrs. Meirovitch's Guardian and Conservator. I am requesting your approval to allow Naomi Huntington to provide funds to Brown Insurance from Mrs Meirovitch's checking account to cover the amount of the first annual premium.

Sincerely,



Christopher A. Tuck

CAT: ad

cc: Ms. Naomi Huntington, Esq. (Via E-Mail)
John Moore- Montgomery County Circuit Court Deputy Clerk (Via E-Mail)
Nancy Via- Brown Insurance (Via E-Mail)

VIRGINIA: IN THE CIRCUIT COURT OF MONTGOMERY COUNTY

COURT FILE NO. 18000189

In the Matter of the qualification of NAOMI RENEE HUNTINGTON :

NAOMI RENEE HUNTINGTON , who was appointed on the Thirteenth day of June, 2018, by the Judge of this Court as Guardian of the person and Conservator of the estate of JO ANN MEIROVITCH , appeared this day before the Clerk of said Court, made oath as the law directs and entered into a Guardian bond, without surety, in the penalty of \$100,000.00 and a Conservator bond with OHIO CASUALTY INSURANCE, surety, in the penalty of \$13,500,000.00, which bonds, being conditioned according to law, are ordered to be recorded.

Teste: ERICA W. CONNER, Clerk

By: Joe Nono, D.C.
June 13, 2018

HB5

IN THE CIRCUIT COURT OF THE COUNTY OF MONTGOMERY

MONTGOMERY COUNTY DEPARTMENT OF
SOCIAL SERVICES

Petitioner

v.

Case No. CL18000726-00

JO ANNE MEIROVITCH

Respondent

ORDER APPOINTING GUARDIAN AND CONSERVATOR

THIS CAUSE came to be heard on this day, on your Petitioner's Petition requesting this Court to appoint a Guardians of the Person and Conservators of Jo Anne Meirovitch in accordance with Virginia Code § 64.2-2000 *et seq.* upon timely notice and service of the petition; upon the order appointing a Guardian *Ad litem*; upon the answer of the Guardian *Ad Litem*, upon proper notice to proper notice to all individuals whose names were set forth in the Petition; upon the report of the Guardian *Ad Litem*, the medical reports of from Robert Solomon, M.D. dated March 7, 2018 and a report dated April 26, 2018 by Avery Matthews MD, MS.; upon evidence heard ore tenus in open court; a representative of the Petitioner appearing in person and by Counsel; the Guardian *Ad Litem* appearing in person and was argued by counsel.

UPON CONSIDERATION WHERE OF AND IT APPEARING to this Honorable Court that the Court finds by clear and convincing evidence:

1. Jo Anne Meirovitch was born on November 12, 1930 and is 87 years old, and her Social Security number was provided on an Addendum with the Petition and said Petition shall be amended to reflect a the aforesaid date of birth and that her name is Jo Anne and not JoAnne.
2. That her husband is deceased and she has no children.
3. This Court has home state jurisdiction over Jo Anne Meirovitch as she has lived in Montgomery County for over twenty years. The Respondent has been physically present and resided for a period in excess of six consecutive months preceding the filing of the petition in this matter.
4. Jo Anne Meirovitch's native language is English.
5. Upon consultation with Christopher Tuck, Guardian *ad litem*, and her family members and her friends Jo Anne Meirovitch does not wish to appear in Court.

cc: 3
Sholts

6. The Guardian *ad litem* concludes in his report that Jo Anne Meirovitch's legal rights are protected in this matter without appointment of legal counsel and without a jury trial.
7. Jo Anne Meirovitch suffers from significant and periodic memory loss, depression and other mental health issues.
8. A written report from Robert Solomon, M.D. dated March 7, 2018 and a written report dated April 26, 2018 by Avery Matthews MD, MS. were submitted to this Court along with the Petition and made part of the record of these proceedings pursuant to Virginia Code Section 64.2-2005, as amended. Pursuant to this report, the physicians state that Jo Anne Meirovitch is incapacitated and that it is in Jo Anne Meirovitch's best interest for this court to appoint a guardian to protect her person and a conservator to protect her estate.
9. Christopher Tuck, Guardian *ad litem* for Jo Anne Meirovitch, has properly represented the interests of Jo Anne Meirovitch.
10. Jo Anne Meirovitch has an annual income, based on her 2017 tax returns, of \$165,975.00 and assets of approximately \$13,000,000.00.
11. According to the report of the Guardian *ad litem*, Jo Anne Meirovitch is an incapacitated person as defined in Virginia Code § 64.2-2000 *et seq.*, as amended.
12. The Court concurs with the findings and conclusions of the Guardian *ad litem*, that Jo Anne Meirovitch is incapable of making decisions regarding his personal care and financial affairs and she cannot meet her personal needs without the assistance and protection of a guardian and conservator.
13. The record of this matter contains significant personal information concerning which is not necessary for general public access and the clerk shall keep the medical and financial records under seal.
14. It appears that Jo Anne Meirovitch is not indigent within the meaning of Virginia Code Section 64.2-2008, as amended, and Section 19.2-159, as amended.
15. The Court finds that this petition was brought in good faith by the Petitioner and that the Respondent shall reimburse the Petitioner for the cost of these proceedings in the amount of \$ 225.00.
16. The Court finds that Naomi Huntington is an appropriate person to serve as guardian and conservator.

17. That the guardian and conservator is directed to utilize Jo Anne Meirovitch's assets to keep her in her residence as long as it is medically feasible.
18. That the guardian and conservator shall provide copies of monthly bank statements and investment account balances on a monthly basis to Thomas Ley, Richard Ley, Patricia Ritter, and Sharon Ann Lemos.
19. That the guardian and conservator shall provide copies of all inventories and accounting filed with the Commissioner of Accounts to Thomas Ley, Richard Ley, Patricia Ritter, and Sharon Ann Lemos. Further, the guardian and conservator shall video the contents of the residence and provide copies to the aforesaid individuals.
20. That the guardian and conservator shall not sell personal property of Jo Anne Meirovitch with the exception of the vehicles she owns; however, nothing in this provision shall prevent her from disposing of furniture and personal property which has been damaged, destroyed, or might pose a health risk.
21. That the guardian and conservator shall keep personal property items such as jewelry, paintings and other valuable personal property in the residence of Jo Anne Meirovitch's in order that Jo Anne Meirovitch maybe surrounded by her personal effects.
22. That the guardian and conservator shall have removed or have cleaned any property including, but not limited to, furniture and carpets which have been damaged by pets.

UPON CONSIDERATION WHEREOF, upon clear and convincing evidence, and for good cause shown; it is therefore,

ADJUDGED, ORDERED AND DECREED that:

1. Pursuant to Virginia Code § 64.2-2017, as amended, this Court has home state jurisdiction over Jo Anne Meirovitch ;
2. Pursuant to Virginia Code Section 64.2-2001 (E), as amended, this Court is the proper venue to adjudicate this matter;
3. Pursuant to Virginia Code Section 64.2-2000 *et seq.*, Jo Anne Meirovitch is incapacitated;

4. It is in Jo Anne Meirovitch 's best interest to have Naomi Huntington named her guardians of her Person and appointed by this Court;

5. It is in Jo Anne Meirovitch 's best interest to have a conservator of her assets appointed by this Court; it is further,

ADJUDGED, ORDERED AND DECREED that:

1. Naomi Huntington is hereby appointed the guardian of the Person of Jo Anne Meirovitch with plenary authority to take all actions required to properly manage the person of Jo Anne Meirovitch until further order of this Court;

2. Naomi Huntington shall have all of the duties and powers set forth in Virginia Code Section 64.2-2019 and 64.2-2020 as amended and it is further

3. In the exercise of her authority, the guardian of the Person shall consult with Jo Anne Meirovitch and shall take her opinion into consideration as required by law.

4. Naomi Huntinton shall make those reports required by Virginia Code Section 64.2-2020, and, it is further

ADJUDGED, ORDERED AND DECREED that:

1. Naomi Huntington is the conservator of Jo Anne Meirovitch until further order of this Court.

2. Naomi Huntogton shall have all the powers, liabilities, and duties as set forth in Virginia Code Section 64.2-2021 through 2027, as amended, which powers shall included, but shall not be limited to, the following:

a. The authority to take care of and preserve Jo Anne Meirovitch 's estate and manage it to its best advantage;

b. The authority to execute and deliver all instruments and take all other actions that will serve in the best interests of Jo Anne Meirovitch;

c. The authority and powers set forth in Virginia Code Section 64.1-57, as amended.

ADJUDGED, ORDERED and DECREED that:

1. The Court's adjudication of Jo Anne Meirovitch's incapacity shall remain in effect until the further order of this court;

3. Jo Anne Meirovitch shall forfeit her ability to obtain an motor vehicle operator's license, and shall be deemed incompetent to enter into any contractual obligations without the signed consent of her conservator. However, she shall retain her right to vote.

4. The Guardian *ad litem* shall be paid \$ 3,875.00, for reasonable fees and reimbursement of cost, for serving as the Guardian *ad litem* for Jo Anne Meirovitch .

5. Pursuant to Virginia Code § 64.2-2008, as amended, and Virginia Rule 3:25, the conservator shall pay reasonable fees, costs, and expenses incurred in this proceeding from Jo Anne Meirovitch as follows: \$ 225.00 to Anne Brinckman, counsel for the Petitioners. The Court having found Jo Anne Meirovitch not to be indigent, the conservator shall pay \$ 3,875.00 to the Guardian *ad litem*.

6. Naomi Huntington shall execute a bond before the Clerk of this Court for \$ 13,500,000.00 with corporate surety, for the faithful performance of her duties as conservators of Jo Anne Meirovitch and \$ 100,000.00 unsecured bond for her duties as guardian.

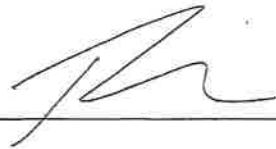
7. That the guardian and conservator shall be paid a one-time initial payment of

\$50,000.00 upon entry of this order and 5% of Mrs. Meirovitch's annual income for her services as guardian and conservator. Aforesaid initial fee is a downward departure from the traditional 5% fee that is normally awarded. The guardian and conservator may petition the Court for additional fees with proper notice to the parties which shall include, Thomas Ley, Richard Ley, Patricia Ritter, and Sharon Ann Lemos.

8. For good cause shown, this medical and financial information shall be sealed and withheld from public inspection and, thereafter, the same shall only be opened by the Parties, their respective counsel, or by such others as the Court, in its discretion, deems has a proper interest therein. And nothing further remaining in this matter, it is hereby ORDERED stricken from the docket and filed among the ended cases. Counsel for the Petitioner and the Guardian *Ad Litem* have waived signature of this order pursuant to Rule 1:13.

9. That any previous power of attorney or advanced medical directives are hereby revoked.

ENTERED: _____

A handwritten signature in black ink, appearing to be 'JL' or similar, written over a horizontal line.

DATE: _____

5/9/18

BOND OF GUARDIAN, CONSERVATOR

VA - Circuit Court of Montgomery Co.
Probate Court

Bond No. **601135586**

That we, Naomi Renee Huntington

Principal, and The Ohio Casualty Insurance Company, Surety, are

held and firmly bound unto Judge of Probate Court of said County, and the successors in said office, in just and full sum of
Thirteen Million Five Hundred Thousand and no/100 (\$ 13,500,000.00)

Dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators,
jointly and severally, firmly by these presents.

The condition of the above bond or obligation is such, that whereas the said
Naomi Renee Huntington has been named
and appointed as Conservator of Jo Anne Meirovitch

Now should the said Naomi Renee Huntington
well and truly demean herself/himself as such as aforesaid named and faithfully discharge all of the duties required by law,
then the above obligation to be satisfied and void, otherwise to remain in full force and effect.

Signed, sealed and dated this 7th day of June, 2018

Naomi Renee Huntington
Principal

Approved:

Judge of the Probate Court

The Ohio Casualty Insurance Company
Beth A. Seibert
Beth A. Seibert Attorney-in-Fact

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: 601135586

Principal: Naomi Renee Huntington

Agency Name: Keystone Bonding & Surety Agency, LLC

Obligee: Comm of VA - Circuit Court of the Co. of Montgomery

Agent Code: 375651

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint Nevin L. Beyer, Lydia A. Mantle, Beth A. Seibert of Camp Hill, Pennsylvania its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date:

In WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 7th day of June, 2018



Renee C. Llewellyn, Assistant Secretary

LIST OF HEIRS

COMMONWEALTH OF VIRGINIA VA. CODE § 64.2-509

Court File No.: **CWF15000351**

MONTGOMERY COUNTY Circuit Court

LEONARD MEIROVITCH

NAME OF DECEDENT

August 16, 2015

DATE OF DEATH

I/We, the undersigned, hereby state under oath that the following are all of the heirs of the Decedent:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
JOANNE MEIROVITCH	1505 HIGHLAND CIRCLE BLACKSBURG, VA	SPOUSE	ADULT

[] This LIST OF HEIRS is filed in addition to the LIST OF HEIRS previously filed with this Court on _____
DATE

I/we am/are (please check one):

- ☐ Proponent(s) of the will (no qualification)
☒ Personal representative(s) of the decedent's estate
☐ Heir-at-law of intestate decedent (no qualification within 30 days following death)

Given under my/our hand this **twenty third** day of **October, 2015**

DATE

LINDA HOWELL, V.P. BANK OF AMERICA

PRINTED NAME OF SUBSCRIBER

[Signature]
 SIGNATURE OF SUBSCRIBER
Bank of America, N.A.
Vice President

SIGNATURE OF SUBSCRIBER

PRINTED NAME OF SUBSCRIBER

PRINTED NAME OF SUBSCRIBER

SIGNATURE OF SUBSCRIBER

State of Virginia

City/County of **MONTGOMERY COUNTY**, to-wit:Subscribed and sworn to before me this **twenty third** day of **October, 2015** by **LINDA HOWELL, V.P. BANK OF AMERICA**.*Diana Vaught*

[] CLERK [] DEPUTY CLERK [] NOTARY PUBLIC

My commission expires _____

Registration No. _____

VIRGINIA: In the Clerk's Office of the **MONTGOMERY COUNTY** Circuit Court this **twenty third** day of **October, 2015** the foregoing LIST OF HEIRS was filed and admitted to record.Teste: **ERICA W. WILLIAMS**

CLERK

by: *Diana Vaught*, Deputy Clerk

VIRGINIA: IN THE CIRCUIT COURT OF MONTGOMERY COUNTY

COURT FILE NO. CWF15000351

IN RE: LEONARD MEIROVITCH , Deceased

QUALIFICATION OF ADMINISTRATOR

It appearing that LEONARD MEIROVITCH , resided at 1505 HIGHLAND CIRCLE BLACKSBURG VA 24060 , in MONTGOMERY COUNTY, Virginia, within the jurisdiction of this Court, and died intestate on August 16, 2015, on motion of LINDA HOWELL,, V.P., it is ORDERED that LINDA HOWELL,, V.P. is hereby appointed Administrator of the estate of LEONARD MEIROVITCH , deceased.

LINDA HOWELL,, V.P. then appeared, made oath as the law directs, and acknowledged a bond as Administrator in the penalty of \$14,000,000.00. The bond, being payable and conditioned according to law, is ORDERED to be recorded.

Certificate is GRANTED LINDA HOWELL,, V.P. for obtaining letter of administration upon the personal estate of LEONARD MEIROVITCH , in due form.

The statement of responsibilities required by Section 64.2-507, Code of Virginia was given to the Administrator. The written notice of probate referred to in Section 64.2-508, Code of Virginia, are not required in this estate pursuant to Section 64.2-508 (B).

Erica W. Williams

Clerk

October 23, 2015

937 189
LEONARD MEIROVITCH
303 NEIL ST
BLACKSBURG

DEC 5 1996

VA 24060

937/189

THIS DEED, made and entered into this 11th day of November, 1996, by and between J. B. JONES and JANE H. JONES, husband and wife, Grantors, and LEONARD MEIROVITCH and JO ANNE MEIROVITCH, husband and wife, Grantees.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, all cash in hand paid to the Grantors by the Grantees, the receipt of which is hereby expressly acknowledged, the said Grantors do hereby bargain, sell, grant and convey with General Warranty and English Covenants of Title in fee simple unto the said Grantees, as tenants by the entirety with the right of survivorship as provided by Section 55-21 of the 1950 Code of Virginia, as amended, with the share of the one dying to belong to the other, all of that certain real property and the improvements thereon situate, lying and being in the Mount Tabor Magisterial District of Montgomery County, Virginia, more particularly described as follows:

All of Lot Number Fifteen (15), as shown on a plat of survey entitled, "Final Plat of Oakton", prepared by Draper Aden Associates, Inc., Consulting Engineers, dated June 22, 1990, and revised April 17, 1991, and June 11, 1991, designated Plan No. T-6103, consisting of three pages, which plat is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Plat Book 15, Page 458, 459 and 460, to which plat reference is hereby made for a more complete description of said tract.

BEING the same property conveyed to J. B. Jones and Jane H. Jones, husband and wife, as tenants by the entirety with the right of survivorship, by deed dated September 24, 1991, from Town and County Properties, Inc., a Virginia Corporation, which deed is of record in the aforesaid Clerk's Office in Deed Book ___, Page ___.

BOOK 937 PAGE 189

9659

This conveyance is made subject to the Declaration of Covenants, Conditions and Restrictions of Oakton Home Owners Association of record in the aforesaid Clerk's Office in Deed Book 709, Page 557, and further subject to the Declaration of Covenants, Conditions and Restrictions of Oakton of record in the aforesaid Clerk's Office in Deed Book 709, Page 566, and also subject to all easements affecting the hereinabove described property.

WITNESS the following signatures and seals.

J. B. Jones (SEAL)
J. B. Jones

Jane H. Jones (SEAL)
Jane H. Jones

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11th day of November, 1996, by J. B. Jones and Jane E. Jones, husband and wife.

My commission expires:

9/30/97
Delbert D. Lucas
 Notary Public

Vol. 103, in the Office of the Clerk Court of Montgomery County
13th day of November, 1926. The foregoing
instrument was this day presented in said Court and with certifica
annexed submitted to record at 9:41 o'clock A.M. The taxes
imposed by Sec. 52-1-203 of the Code of Virginia in the amount of
\$97.00 have been paid to this office.

Tester:

ALLAN, E. EUGENE, JR.

ALLAN E. HARRIS, C.F.
By Ernest S. Hollander, C.F.

J B JONES
1503 PALMER DR

BLACKSBURG, VA 24060
718 0762

OCT 17 '91

BOOK 718 PAGE 762

718/762

THIS DEED made and entered into this 24th day of September, 1991, by and between TOWN AND COUNTY PROPERTIES, INC., a Virginia corporation, Grantor, and J. B. JONES and JANE H. JONES, husband and wife, Grantees;

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, all cash in hand paid to the Grantor by the Grantees, the receipt of which is hereby expressly acknowledged, the said Grantor does hereby bargain, sell, grant and convey with General Warranty and English Covenants of Title in fee simple unto the said Grantees, as tenants by the entirety with the full rights of survivorship as at common law, all that certain tract or parcel of land, with all improvements thereon, situate in the Mount Tabor Magisterial District, Montgomery County, Virginia, and being all of Lot Number Fifteen (15), as shown on a plat of survey entitled "Final Plat of Oakton," prepared by Draper-Aden Associates, Inc., Consulting Engineers, dated June 22, 1990, and revised April 17, 1991, and June 11, 1991, designated Plan No. T-6103, consisting of three pages, which plat is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Plat Book 15, Pages 458, 459 and 460, to which plat reference is hereby made for a more complete description of said tract.

BEING part of the same property conveyed to Town and County Properties, Inc., a Virginia corporation, from W.B.P.G. Development Corporation by deed dated April 11, 1990, which deed is recorded in the aforesaid Clerk's Office in Deed Book 674, Page 854.

This conveyance is made subject to the Declaration of Covenants, Conditions and Restrictions of Oakton Home Owners' Association of record in the aforesaid Clerk's Office in Deed Book 709, Page 557, and further subject to the Declaration of

Covenants, Conditions and Restrictions of Oakton of record in the aforesaid Clerk's Office in Deed Book 709, Page 566, and also subject to all easements affecting the said property appearing of record in the aforesaid Clerk's Office.

WITNESS the following signature and seal:

TOWN AND COUNTY PROPERTIES, INC.

By William Ellenbogen (SEAL)
William Ellenbogen,
Vice-President

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 26th day of September, 1991, by William Ellenbogen, Vice-President of Town and County Properties, Inc., a Virginia corporation.

My commission expires 6/1/93.

Edna F. Ham
Notary Public

VIRGINIA: In the Office of the Circuit Court of Montgomery County
this day of Sept., 1991. The foregoing
instrument was this day presented in said Office and with pertinent
annexed admitted to record at 4:15 o'clock P.M. The tax
imposed by Sec. 58-54.1 of the Code of Virginia in the amount of
\$ 83.00 have been paid to this office.

Teste:

JOHN B. MYERS, JR., Clerk

John B. Myers, Jr.

TOWN AND COUNTY PROPERTIES INC
% CHARLES W STEGER JR
1507 PALMER DR
BLACKSBURG, VA
674 0852

BOOK 674-PAGE 852

5-7-90
674/852

THIS DEED made and entered into this 11th day of April, 1990, by and between W.B.P.G. Development Corporation, a Florida Corporation, authorized to do business in the state of Virginia, party of the first part, and TOWN AND COUNTY PROPERTIES, INC. a Virginia corporation, party of the second part, and GUNHILD HERBERT, unmarried, party of the third part;

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, all cash in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby expressly acknowledged, the said party of the first part does hereby bargain, sell, grant and convey with General Warranty and English Covenants of Title in fee simple unto Town and County Properties, Inc., a Virginia corporation, all that certain lot or parcel of land situated in the Mt. Tabor Magisterial District of Montgomery County, Virginia, described as containing 154.994 acres as shown as Parcel B on the final Plat of Herbert Subdivision, dated November 1, 1989, designated as Plan No. T-5347-E, prepared by Draper-Aden Associates, recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Plat Book 15, Page 263.

Being a portion of the same property conveyed to W.B.P.G. Development Corp., from Gunhild Fleischer Herbert, by deed dated January 29, 1988, which deed is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 635, Page 19.

This conveyance is made subject to all easements, restrictions and conditions of record affecting the hereinabove described property.

Gunhild Herbert, party of the third part, hereby
quitclaims any interest that she may have in the property
described herein.

WITNESS the following signature and seal:

W.B.P.G., Development
Corporation

BY: [Signature] (SEAL)
Its Vice President
[Signature] (SEAL)
Gunhild Herbert

STATE OF VIRGINIA,

COUNTY/CITY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me
this 16th day of April, 1990 on behalf of W.B.P.G.
Development Corporation by [Signature]
its Vice President.

My commission expires My Commission Expires Dec. 8, 1991

[Signature]
Notary Public

STATE OF VIRGINIA,

COUNTY/CITY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me
this 16th day of April, 1990 by Gunhild Herbert

My commission expires My Commission Expires Dec. 8, 1991

[Signature]
Notary Public

VIRGINIA: In the Office of the Circuit Court of Montgomery County
this day of April, 1990. The foregoing
instrument was this day presented in said Office and with certificate
annexed admitted to record at 1:55 o'clock P.M. The taxes
imposed by Sec. 58-54.1 of the Code of Virginia in the amount of
\$ 250.00 have been paid to this office.

Teste:

JOHN B. MYERS, JR., Clerk
By [Signature] D.C.

Long Long
Tallan
7-19-91

Restrictions *

709/557

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OAKTON HOME OWNERS' ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by
Town and County Properties, Inc., hereinafter referred to as
"Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the
Mount Tabor Magisterial District, County of Montgomery, State
of Virginia, which is more particularly described:

All those certain lots or parcels of land lying
and being in the Mount Tabor Magisterial
District, Montgomery County, Virginia, Numbered
1 through 12, and 14, 15, 16, 17, 18 and 19 and
Parcel "D", as shown on a survey entitled
"Final Plat of Oakton", prepared by Draper-Aden
Associates, Inc., dated March 14, 1991, and
revised April 17, 1991 and June 11, 1991;
designated Plan No. T- 6103 consisting of three
pages, a copy of which is found of record in
the Clerk's Office of the Circuit Court of
Montgomery County, Virginia, in Plat Book 15,
Pages 458, 459 and 460 and to which reference
is made for a more complete description of said
tract.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of protecting the value
and desirability of, and which shall run with the real property
and be binding on all parties having any right, title or
interest in the described properties or any part thereof, their

1

BOOK 709 PAGE 557

3873

Recorded in Plat Book
15 page 458-460

heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Section 1. "Association shall mean and refer to Oakton Home Owners' Association, its successors and assigns.

Section 2. "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 the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be bought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Town and County Properties, Inc., its successors and assigns if such successors or assigns should acquire more than an undeveloped Lot from the Declarant for the purpose of Development.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership

of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2000.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay

to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Dollars (\$ 400.00).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately

following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 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. Date of Commencement of Annual Assessments.
Due Dates: The annual assessments provided for herein shall

commence as to all Lots on the July 1, 1991. The first 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, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or

transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which becomes due prior to such sale or transfer in the event that the proceeds from such sale are not sufficient to pay the lien for the assessment. 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

No building, fence, wall or other structure nor significant landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or its designee. In the event said Board, or its designee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years. This Declaration may be amended during the first fifty (50) year period by an instrument signed by not less than two-thirds (2/3) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties in

the Declarant's sole discretion.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seals this 24th day of June, 1991.

Town and County Properties, Inc.

By Charles W. Steyer, Jr.
President

ATTEST:

James O. McHugh
Secretary

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 24th day of June, 1991, on behalf of Town and County Properties, Inc. by Charles W. Steyer, Jr., its President.

My Commission expires My Commission Expires Dec. 8, 1991

Robert A. Putnam
Notary Public

VIRGINIA: In the Office of the Circuit Court of Montgomery County 25th day of June, 1991. The foregoing instrument was this day presented in said Office and with certificate annexed admitted to record at 12:42 o'clock P. M.

Teste:

JOHN B. MYERS, JR., CLERK
By John B. Myers, Jr. D.C.

9

BOOK 709 PAGE 565

Long, Long
Tillan
7-19-91

709/566

BOOK 709 PAGE 566

DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
OAKTON

THIS DECLARATION, made on the day hereinafter set forth by
Town and County Properties, Inc., a Virginia Corporation;

W I T N E S S E T H:

WHEREAS, Town and County Properties, Inc., a Virginia
Corporation, is the owner of certain property lying partly in
the Town of Blacksburg and partly in the County of Montgomery,
State of Virginia, which is more particularly described as
follows:

ALL those certain lots or parcels of land lying
and being in the Mount Tabor Magisterial
District, Montgomery County, Virginia, Numbered
1 through 12, 14, 15, 16, 17, 18 and 19 and
Parcel "D", as shown on a survey entitled
"Final Plat of Oakton", prepared by Draper-Aden
Associates, Inc., dated March 14, 1991; and
revised April 17, 1991 and June 11, 1991,
designated Plan No. T-6103, consisting of
three pages, a copy of which is found of record
in the Clerk's Office of the Circuit Court of
Montgomery County, Virginia, in Plat Book 15,
Pages 458, 459 and 460, and to which reference
is made for a more complete description of said
tract.

NOW, THEREFORE, Town and County Properties, Inc. hereby
declares that all of the properties, described above shall be
held, sold and conveyed subject to the following easements,
restrictions, covenants and conditions, which are for the
purpose of protecting the value and desirability of, and which
shall run with the real property and be binding on all parties

having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The following restrictions and covenants are covenants to run with the land, of which future owners and tenants are required to take notice:

1. Individual tracts shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any portion of any tract, shown on said map, other than a single family dwelling and appurtenances thereto, including a detached garage. No more than one residence to be occupied by one family and its domiciled servants and employees will be built on each parcel. Residence is hereby defined as one to no more than three detached structures. The accessory structure shall not be constructed prior to the construction of the main residence.

2. The exterior of all houses and other structures must be completed within twelve (12) months after construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or national calamities.

3. In addition to all applicable building codes, zoning and other restrictions now existing or hereinafter enacted, the

parcel owners in Oakton will conform to the following:

A. Any residential dwelling unit constructed on the Property, shall have a minimum of 2,500 square feet of liveable area.

NOTE: Livable area is defined as enclosed, dwelling area, not necessarily finished, excluding garages, carports, porches and overhangs. Livable area must comply with square footage requirements but need not be completely finished.

B. The type of construction and materials used shall be at least equal to the requirements of FHA Title II Standards.

C. The exterior building material to all structures to be erected shall be of a permanent type exterior, other than cinder block. No cinder block house shall be erected on any tract. Exterior finish of the house must be at ground level. (The cinder blocks used in the foundation of a structure are not to show above ground level.)

4. No lot shall be in any way further subdivided. No lot owner shall grant or convey any right of way or easement over or across any lot.

5. No person shall engage in any commercial activity that shall constitute a nuisance. The Board of Directors shall have the right to cause any person to cease and desist from any activity it determines to be a nuisance. Such

determination as to what constitutes a nuisance shall be in the sole discretion of the Board of Directors.

6. No overhead wires, poles or overhead facilities of any kind for electrical or phone service will be permitted to run to the individual residence or outbuildings. Nothing herein shall be construed to prevent street lighting, dusk to dawn lights, or ornamental yard lighting services by underground wires or cables. Yard lights and poles shall be of a type, design and location approved by the Board of Directors.

7. All boats and other recreational vehicles shall be parked in inconspicuous places so as not to become a visible nuisance.

8. Each residence must have off street parking for all vehicles owned or used by the occupants.

9. All fuel storage tanks, trash and garbage receptacles shall be buried in the ground or placed in an enclosure which screens them from the public view.

10. Other than those trees on the home sites, driveways, septic system areas and those trees within a radius of seventy-five (75) feet (of the home), no trees are to be cut over a diameter of eight (8) inches. If the cutting of trees causes

the potential for erosion, the lot owner must install vegetation that prevents erosion.

Exceptions to this restriction may be approved by the Board of Directors under the following conditions:

A. Trees larger than eight (8) inches in diameter may be cut in areas other than those specified above upon the submission of a comprehensive landscape plan to the Board of Directors or its designee, to ascertain if the trees to be cut would adversely affect neighboring homes by damaging their right to privacy. The Board of Directors or its designee shall approve or disapprove the plans within thirty (30) days after such plans are submitted.

B. Up to 50% of the trees in a deeded easement may be cut if approved by the Board of Directors or its designee.

11. No cattle, sheep, goats, poultry, horses, ponies or other animals shall be kept on any parcel. This covenant shall not prohibit the parcel owners from keeping household pets.

12. The lots described heretofore shall be subject to the following minimum building setbacks:

A. No structure shall be placed within seventy-five (75') feet of a front property line.

B. No structure shall be placed within fifty (50') feet of a side property line.

C. No structure shall be placed within fifty (50')

feet of a rear property line.

13. Prior to the start of construction, the plans for each dwelling or any appurtenant structure must be submitted to the Board of Directors or its designee to ascertain if the restrictions applicable to this development will be complied with.

The Board of Directors or its designee shall approve or disapprove the plans within thirty (30) days after such plans are submitted.

14. Prior to the start of construction, Owner shall deposit with the Board of Directors the sum of Five Hundred (\$500.00) Dollars, which sum may be used for lot clean-up, and to control siltation onto other lots or property as hereinafter set forth. If, after ten (10) days notice in writing by the Board of Directors, Owner does not clean a construction site or control siltation, the Board of Directors may clean the construction site or control siltation and deduct the cost from said Five Hundred (\$500.00) Dollar sum.

In the event that the sum of Five Hundred (\$500.00) Dollars is not sufficient to pay for any cost hereunder, then Owner shall be responsible for any additional cost. Fifteen (15) days after the certificate of occupancy is issued by the appropriate governmental authority and Owner notifies the Board of Directors thereof, any sums remaining from the deposit made

hereunder shall be returned to the Owner.

15. The location of any structure, to include swimming pools and tennis courts, must be approved by the Board of Directors of Oakton Home Owners' Association.

16. A standard type of mailbox and newspaper receptacle will be chosen by the Board of Directors and must be used by all lot Owners.

17. Haphazard storage, parking and location of other equipment will not be allowed. The building site must be kept clear of paper and other debris and maintained during the entire period of construction in a manner which is not unattractive from the street, adjoining lots, and common areas. If, after thirty (30) days notice in writing by the Board of Directors of Oakton Home Owners' Association, debris is not cleared from the site, the Board of Directors will clear the site at owner's expense.

18. Owner or his contractor must place at the designated street entry to the lot a sufficient amount of gravel on a firm, well-drained subgrade to prevent mud and other debris from being tracked onto the streets.

19. All fencing must be reviewed and approved by the Board

of Directors The use of natural or inconspicuous fencing materials is recommended. No fence shall be constructed within forty (40) feet of a front property line.

20. If, in the opinion of the Board of Directors of Oakton Home Owners' Association, a culvert is needed for drainage or appearance, at the lot entrance to the street, owner will install and pay for the cost of same. If, after notification by the Board of Directors in writing, culvert has not been installed in thirty (30) days, the Board of Directors will have the culvert installed at the expense of the lot owner. Since all streets will be in the secondary highway system, all culverts must be installed in accordance with Virginia Department of Transportation specifications.

21. There shall be no hunting or discharging of firearms.

22. Satellite dishes or solar collectors will be allowed only if they cannot be seen from the street or other residences during any portion of the year, and if they are approved by the Oakton Home Owners' Association.

23. Swingsets and similar children's play equipment must be in back of the house and must be maintained by painting and anchoring.

24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are forwarded after which they shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by a majority of the then owners of parcels has been recorded, agreeing to change said covenants in whole or in part removing them in their entirety.

25. This Declaration may be amended at any time by an instrument of record after the written consent thereto by not less than seventy-five (75%) percent of the lot Owners of Oakton.

26. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

27. All references herein to Board of Directors shall be deemed to be the Board of Directors of Oakton Home Owners' Association.

WITNESS the following signatures and seals this the

24th day of June, 1991.

Town and County Properties, Inc.

BY: Charles W. Steger (SEAL)
President

Attest: James O. Hitt

Secretary

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this
24th day of June, 1991, on behalf of Town and
County Properties, Inc., by Charles W. Steger, Jr.,
its President.

My commission expires: My Commission Expires Dec. 8, 1991

Robert A. Rutter
Notary Public

VIRGINIA: In the Office of the Circuit Court of Montgomery County
25th day of June, 1991 The foregoing
instrument was this day presented in said Office and with certificate
annexed admitted to record at 10:30 o'clock P. M.

Teste:

JOHN B. MYERS, JR., CLERK
By John B. Myers, Jr. D.C.

963/765

7-18-97

Mail To: Nancy Dowling, President
Oakton Homeowners Association
709 Somerset Place
Blacksburg, VA 24060

THIS AGREEMENT AND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAKTON SUBDIVISION, made and entered into this 3rd day of May, 1997, among Town and County Properties, Inc., party of the first part (herein called Town and County); and Bob Walters and Teri Walters, husband and wife, Charles W. Steger and Janet Steger, husband and wife, J. B. Jones and Jane Jones, husband and wife, Minnis E. Ridenour and Louise Ridenour, husband and wife, Alexander L. Meszaros and Peggy S. Meszaros, husband and wife, James O. Hicks and Eva Hicks, husband and wife, John Novak and Karen Novak, husband and wife, Felix Amenkiehnan and Charlotte Amenkiehnan, husband and wife, John K. Robertson and Julia Robertson, husband and wife, Richard Fougere and Dale Fougere, husband and wife, Glenn Dorsey and Harriet Dorsey, husband and wife, William Skelton and Peggy Skelton, husband and wife, Leonard Meirovitch, unmarried, Paul Torgersen and Dot Torgersen, husband and wife, David Conn and Judith Conn, husband and wife, Norman E. Dowling and Nancy Dowling, husband and wife, Stephen D. and Teresa B. Jones, husband and wife, parties of the second part (herein called Lot Owners); and The National Bank of Blacksburg and James G. Rakes, Trustee and F. Brad Denardo, Trustee, parties of the third part.

RECITALS:

1. Town and County and Lot Owners are the owners of all of the lots in Oakton, more particularly described on the Final Plat of Oakton recorded in Plat Book 15, Pages 458, 459 and 460, of the Clerk's Office of the Circuit Court of Montgomery County, Virginia.

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005565

2. Town and County is the owner of Lot 7, Oakton, and has requested a modification of minimum building setback for side property lines as set forth in the Declaration of Covenants, Conditions and Restrictions of Oakton, Number 12, recorded in Deed Book 709, Page 566, of the aforesaid Clerk's Office.

3. Lot Owners are willing to consent to the modification of the minimum building setback for side property lines for Lot 7, Oakton.

4. The National Bank of Blacksburg is the beneficiary of the deed of trust dated April 16, 1990, recorded in Deed Book 674, Page 854, of the aforesaid Clerk's Office which secures a note dated April 16, 1990, in the original principal amount of \$532,500.00. James G. Rakes and F. Brad Denardo are trustees.

NOW, THEREFORE, the parties hereto agree to modification of the minimum building setback for the side property lines of Lot 7, Oakton, as follows:

1. The Recitals set forth above are expressly made a part hereof.

2. The parties hereto agree that the minimum building setback for the side property lines of Lot 7, Oakton, shall be changed and modified from fifty (50') feet to twenty (20') feet. This modification shall be applicable to Lot 7, Oakton, only.

3. Town and County Lot Owners, The National Bank of Blacksburg, James G. Rakes, Trustee, and F. Brad Denardo, Trustee, do hereby consent to such modification.

4. This Agreement and Amendment is signed by not less than seventy-five (75%) percent of the Lot Owners of Oakton.

5. This Agreement and Amendment shall be construed and interpreted in accordance with laws of the Commonwealth of Virginia.

TOWN AND COUNTY PROPERTIES, INC.

By: William A. Ellenbogen (SEAL)
William A. Ellenbogen
VICE-PRESIDENT

LOT OWNERS:

Bob Walters (SEAL)
Bob Walters

Feri Walters (SEAL)
Feri Walters

Charles W. Steger (SEAL)
Charles W. Steger

Janet Steger (SEAL)
Janet Steger

J. B. Jones (SEAL)
J. B. Jones

Jane Jones (SEAL)
Jane Jones

Minnis E. Ridenour (SEAL)
Minnis E. Ridenour

Louise L. Ridenour (SEAL)
Louise Ridenour

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Alexander L. Meszaros (SEAL)
Alexander L. Meszaros

Peggy S. Meszaros (SEAL)
Peggy S. Meszaros

James O. Hicks (SEAL)
James O. Hicks

Eva Hicks (SEAL)
Eva Hicks

John Novak (SEAL)
John Novak

Karen J. Novak (SEAL)
Karen Novak

Felix Amenkiehnan (SEAL)
Felix Amenkiehnan

Charlotte Amenkiehnan (SEAL)
Charlotte Amenkiehnan

John K. Robertson (SEAL)
John K. Robertson

Julia T. Robertson (SEAL)
Julia Robertson

Richard Fougere (SEAL)
Richard Fougere

Dale A. Fougere (SEAL)
Dale Fougere

XXXXXXXXXXXXXXXXXXXXXXXXXXXX (SEAL)
Glenn Dorsey

XXXXXXXXXXXXXXXXXXXXXXXXXXXX (SEAL)
Harriet Dorsey

William Skelton (SEAL)
William Skelton

Margaret A. Skelton (SEAL)
Peggy Skelton

Jo Anne Meirovitch
Jo Anne Meirovitch

XXXXXXXXXXXXXXXXXXXXXXXXXXXX (SEAL)
Leonard Meirovitch

P. Torgersen (SEAL)
Paul Torgersen

Dot Torgersen (SEAL)
Dot Torgersen

David Conn (SEAL)
David Conn

J. A. Conn (SEAL)
Judith Conn

William A. Ellenbogen (seal)
William A. Ellenbogen
Vice President

Norman E. Dowling (SEAL)
Norman E. Dowling

Nancy Dowling (SEAL)
Nancy Dowling

Stephen D. Jones (SEAL)
Stephen D. Jones

Teresa B. Jones (SEAL)
Teresa B. Jones

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THE NATIONAL BANK OF BLACKSBURG

By: Bryce W. McCall (SEAL)
Bryce W. McCall,
Assistant Vice President

ATTEST:

James G. Rakes (SEAL)
James G. Rakes, Trustee

F. Brad Denardo (SEAL)
F. Brad Denardo, Trustee

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 18th day of JUNE, 1997, by
Bob Walters and Teri Walters, husband and wife.

My commission expires: 10/31/2001

W. D. Kenna
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 20th day of JUNE, 1997, by
Charles W. Steger and Janet Steger, husband and wife.

My commission expires: 10/31/2001

W. D. Kenna
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 12th day of June, 1997, by
J. B. Jones and Jane Jones, husband and wife.

My commission expires: 10/31/2001

Thos D. Kenna
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 23rd day of June, 1997, by
Minnis E. Ridenour and Louise Ridenour, husband and wife.

My commission expires: 10/31/2001

Thos D. Kenna
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 16th day of June, 1997, by
Alexander L. Meszaros and Peggy S. Meszaros, husband and wife.

My commission expires: 10/31/2001

Thos D. Kenna
Notary Public

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STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 26th day of June, 1997, by
James O. Hicks and Eva Hicks, husband and wife.

My commission expires: 9/30/97

Deborah D. Jones
Notary Public

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 23rd day of June, 1997, by
John Novak and Karen Novak, husband and wife.

My commission expires: 10/31/2001

Deborah D. Jones
Notary Public

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 20th day of June, 1997, by
Felix Amenkiehnan and Charlotte Amenkiehnan, husband and wife.

My commission expires: 10/31/2001

Deborah D. Jones
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 13th day of June, 1997, by
John K. Robertson and Julia Robertson, husband and wife.

My commission expires: 10/31/2001

W. D. Kenna
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 13th day of June, 1997, by
Richard Fougere and Dale Fougere, husband and wife.

My commission expires: 9/30/97

Delbert D. Jones
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this _____ day of _____, 1997, by
Glenn Dorsey and Harriet Dorsey, husband and wife.

My commission expires: _____

Notary Public

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BOOK 963 PAGE 774

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11th day of JUNE, 1997, by William Skelton and Peggy Skelton, husband and wife.

My commission expires: 10/31/2001

W. D. Kenna
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11th day of JUNE, 1997, by ~~Leonard Meirovitch~~ and Jo Anne Meirovitch, husband and wife.

My commission expires: 9/30/97

Deborah O. Lucas
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 16th day of JUNE, 1997, by Paul Torgersen and Dot Torgersen, husband and wife.

My commission expires: 10/31/2001

W. D. Kenna
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 23rd day of JUNE, 1997, by David Conn and Judith Conn, husband and wife.

My commission expires: 10/31/2001

W. D. Kenney
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19th day of JUNE, 1997, by Norman E. Dowling and Nancy Dowling, husband and wife.

My commission expires: 10/31/2001

W. D. Kenney
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19th day of JUNE, 1997, by Stephen D. Jones and Teresa B. Jones, husband and wife.

My commission expires: 10/31/2001

W. D. Kenney
Notary Public

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STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 22nd day of June, 1997, by
William A. Ellenbogen, Vice President.

My commission expires: 9/30/97
Deborah D. Jones
Notary Public

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 2 day of July, 1997, by
Bryce W. McCall as Assistant Vice President of The National Bank of
Blacksburg, and acknowledged the same as the act of said
corporation; made oath that he is Assistant Vice President of said
corporation; and that the seal affixed hereto is the true corporate
seal of said corporation and has been affixed and attested by due
authority.

My commission expires: 2-28-98
Susan L. Thorpe
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 2 day of July, 1997, by
James G. Rakes, Trustee of The National Bank of Blacksburg.

My commission expires: 2-28-98

Susanne L. Thorpe
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was subscribed, sworn to and
acknowledged before me this 2 day of July, 1997, by
F. Brad Denardo, Trustee of The National Bank of Blacksburg.

My commission expires: 2-28-98

Susanne L. Thorpe
Notary Public

VIRGINIA: In the Office of the Circuit Court of Montgomery County
2nd day of July, 1997. The foregoing
instrument was this day presented in said Office and with certificate
annexed admitted to record at 3:58 o'clock P.M.

Teste:

By Alan C. Burke ALLAN C. BURKE, CLERK
D.C.

BOOK 963 PAGE 777

Prepared by/Return to:
Arthur V. Shaheen (29042)
The Shaheen Firm, P.C.
1997 S. Main Street, Suite 702
Blacksburg, Virginia 24060
(540) 552-3390

Parcel IDs/Tax Maps: *See Exhibit A*

MODIFICATION TO RESTRICTIVE COVENANTS OAKTON SUBDIVISION

THIS MODIFICATION TO RESTRICTIVE COVENANTS ("Modification") is made this 10th day of **February, 2016**, by and between FELIX E. AMENKHIENAN and CHARLOTTE A. AMENKHIENAN; GLENN F. DORSEY, JR. and HARRIET D. DORSEY; KEVIN B. BRENNER and IVI S. BRENNER; JAMES O. HICKS and EVA M. HICKS; JAMES MICHAEL KELLY, TRUSTEE OF THE JAMES MICHAEL KELLY REVOCABLE TRUST DATED FEBRUARY 6, 1999 AS AMENDED AND RESTATED ON MARCH 11, 2010; MALCOLM S. LAING and MARGARET O. LAING; FLOYD W. MERRYMAN, III, TRUSTEE OF THE FLOYD W. MERRYMAN, III REVOCABLE TRUST and JALEH ROYA GHARAVI; LARRY A. COWLEY, TRUSTEE UNDER THE LARRY A. COWLEY AND PATRICIA L. COWLEY LIVING TRUST DATED JUNE 27, 2013 and PATRICIA L. COWLEY TRUSTEE UNDER THE LARRY A. COWLEY AND PATRICIA L. COWLEY LIVING TRUST DATED JUNE 27, 2013; THOMAS H. OLLENDICK and MARY C. OLLENDICK; WILLIAM O. PLYMALE and PATRICIA L. RODGERS; MINNIS E. RIDENOUR and LOUISE L. RIDENOUR; JOHN K. ROBERTSON and JULIA V. ROBERTSON; CHARLES W. STEGER and JANET B. STEGER; and JAMES E. TORGERSEN and LYNDA S. TORGERSEN, collectively "Parties" (and indexed as both "Grantors" and "Grantees").

WITNESSETH:

Whereas the following are the Owners of all of the lots in the **Oakton Subdivision**, in the Town of Blacksburg, Montgomery County, Virginia, together with their Property Addresses, Parcel Identification Numbers, and Tax Map Numbers:

Exhibit A

Lot	Owners	Property Address	Parcel ID	Tax Map
9	Amenkhienan, Felix E. and Charlotte A.	1506 Highland	030470	288-27 9
12	Dorsey, Glenn F., Jr. and Harriet D.	1512 Highland	030473	289 1 12
18	Dowling, Norman Edwin and Nancy Chase	709 Somerset	030478	288-27 18
11	Brenner, Kevin B. and Ivi S.	1510 Highland	030472	289-1 11
6	Hicks, James O. and Eva M.	Somerset	030467	288-27-6
3	Kelly, James Michael, Trustee	704 Somerset	030464	288-27 3
13	Jones, Stephen D. and Teresa B.	1103 Lora Lane	030479	289-1 19
14	Laing, Malcolm S. & Margaret O.	1507 Highland	030474	288 27 14
15	Meirovitch, Jo Anne	1505 Highland	030475	288-27 15
8	Merryman, Floyd W, III, Trustee and Gharavi, Jaleh Roya	Not Assigned	030469	288-27 8
5	Cowley, Larry A., Trustee and Cowley, Patricia L., Trustee	705 Somerset	030466	288-27 5
1	Ollendick, Thomas H. and Mary C.	800 Sunrise	030462	288 27 1
17	Plymale, William O. and Rodgers, Patricia L.	708 Somerset	030477	288-27 17
4	Ridenour, Minnis E. and Louise L.	706 Somerset	030465	288 27 4
10	Robertson, John K. and Julia V.	1508 Highland	030471	288 27 10
2	Steger, Charles W. and Janet B.	1507 Palmer	030463	288 27 2
7	Setareh, Mehdi and Galeshi, Roofia	1109 Eheart	030468	288-27 7
16	Torgersen, James E. and Lynda S.	1503 Highland	030476	288 27 16

Whereas all of the lots are shown on that certain plat entitled "Final Plat of Oakton," prepared by Draper-Aden Associates, Inc. Consulting Engineers, dated March 14, 1991, and revised April 17, 1991, and June 11, 1991, designated Plat No. T-6103, consisting of three pages, which plat is of record in the Clerk's Office of the County of

Montgomery, Virginia in Plat Book 15, Page 458, 459, and 460, to which plat reference is hereby made.

Whereas all of the Owners' lots are subject to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF OAKTON HOME OWNERS' ASSOCIATION recorded on June 24, 1991 in Deed Book 709, Page 557 (hereinafter the "**First Covenants**"), and the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF OAKTON recorded on June 24, 1991 in Deed Book 709, Page 566 (hereinafter the "**Second Covenants**").

Whereas Paragraph 12 of the Second Covenants state as follows:

"12. The lots described heretobefore shall be subject to the following minimum setbacks:

A. No structure shall be placed within seventy-five feet (75') of a front property line.

Whereas Paragraph 25 of the Second Covenants states that "[t]his Declaration may be amended at any time by an instrument of record after the written consent thereto by not less than seventy-five percent (75%) of the lot Owners of Oakton."

Whereas, by their signatures below, at least seventy-five percent of the lot owners wish for, and do consent to, the amendment of the aforesaid Paragraph 12 of the Second Covenants, as follows:

"12. The lots described heretobefore shall be subject to the following minimum setbacks:

A. No structure shall be placed within seventy-five feet (75') of a front property line except Lot 8, *which shall have a fifty foot (50') front property line set back.*"

NOW, THEREFORE, the Parties to this Instrument do hereby modify said Second Covenants, as follows:

Section 12 of the Second Covenants is hereby amended to state the following:

“12. The lots described heretobefore shall be subject to the following minimum setbacks:

A. No structure shall be placed within seventy-five feet (75') of a front property line except Lot 8, which shall have a fifty foot (50') front property line set back.”

Except as modified herein, the First and Second Covenants are hereby reaffirmed and, as modified herein, shall run with the land and be binding upon the successors, heirs, assigns, and/or personal representatives of all the lot owners in the Development.

WITNESS, the following signatures and seals

THE REMAINDER OF THIS PAGE IS BLANK

Charles W. Steger
CHARLES W. STEGER

Janet B. Steger
JANET B. STEGER

STATE OF Virginia
CITY/COUNTY OF Montgomery

The Foregoing instrument was acknowledged before me, a notary public, this
23^d day of February, 2016, by Charles W. Steger and
Janet B. Steger

Arthur V. Shaheen
Notary Public
My Commission Expires:
Registration Number:

VISIBLE SEAL REQUIRED

ARTHUR V. SHAHEEN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #354107
My Commission Expires July 31, 2016

JAMES MICHAEL KELLY, TRUSTEE OF
THE JAMES MICHAEL KELLY
REVOCABLE TRUST DATED FEBRUARY
6, 1999 AS AMENDED AND RESTATED
ON MARCH 11, 2010

BY: James Michael Kelly
TRUSTEE

STATE OF Virginia
CITY/COUNTY OF Montgomery:

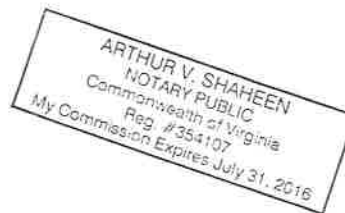
The Foregoing instrument was acknowledged before me, a notary public, this
19th day of Feb., 2016, by James Michael Kelly Trustee.

[Signature]
Notary Public

My Commission Expires:

Registration Number:

VISIBLE SEAL REQUIRED



KB

KEVIN B. BRENNER

Ivi S. Brenner

IVI S. BRENNER

STATE OF Virginia

CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this
23rd day of February, 2016, by Kevin B. Brenner and
Ivi S. Brenner.



Stacey H. Sabatino

Notary Public

My Commission Expires: 7-31-2016

Registration Number: 156137


VISIBLE SEAL REQUIRED

JAMES E. TORGERSEN

LYNDA S. TORGERSEN

STATE OF Virginia
CITY/COUNTY OF Palaski:

The Foregoing instrument was acknowledged before me, a notary public, this
22nd day of February 2016, by Lynda Torgersen and


Notary Public
My Commission Expires:
Registration Number:



Justin Daniel Hancock
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7389372
My Commission Expires
06/30/19

VISIBLE SEAL REQUIRED

VISIBLE SEAL REQUIRED

Malcolm S. Laing 2/19/16
MALCOLM S. LAING Date
Margaret O. Laing 2-19-16
MARGARET O. LAING Date

STATE OF Virginia
CITY/ COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 19th day of
February, 2016, by Malcolm S. Laing and
Margaret O. Laing

My commission expires:
Arthur V. Shaheen
Notary Public
My Commission Expires:
Registration Number:

VISIBLE SEAL REQUIRED

ARTHUR V. SHAHEEN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #354107
My Commission Expires July 31, 2016

GLENN F. DORSEY, JR.

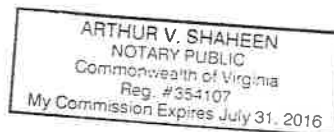
HARRIET D. DORSEY

STATE OF Virginia
CITY/COUNTY OF Montgomery

The Foregoing instrument was acknowledged before me, a notary public, this 24th day of February, 2016, by Glenn F. Dursey, Jr. and


Notary Public
My Commission Expires:
Registration Number:

VISIBLE SEAL REQUIRED



~~GLENN F. DORSEY, JR~~

Harriet D. Dorsey
HARRIET D. DORSEY

STATE OF Virginia
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this
23rd day of February, 2016, by Harriet D. Dorsey and



Sabrina A. Price
Notary Public
My Commission Expires: 8-31-2016
Registration Number: 346119

VISIBLE SEAL REQUIRED

JK Robertson
JOHN K. ROBERTSON

JV Robertson
JULIA V. ROBERTSON

STATE OF Virginia
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this
24th day of February, 2016, by John K. Robertson and
Julia V. Robertson.

Arthur V. Shaheen
Notary Public
My Commission Expires:
Registration Number:

VISIBLE SEAL REQUIRED

ARTHUR V. SHAHEEN NOTARY PUBLIC Commonwealth of Virginia Reg. #354107 My Commission Expires July 31, 2016

William O. Plymale
WILLIAM O. PLYMALE

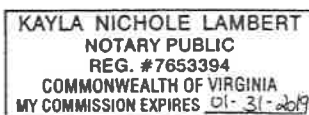
Patricia L. Rodgers
PATRICIA L. RODGERS

STATE OF Virginia

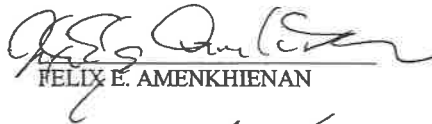
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this
24th day of February, 2016, by William O. Plymale and
Patricia L. Rodgers.

Kayla Nichole Lambert
Notary Public
My Commission Expires: January 31, 2019
Registration Number: 7653394



VISIBLE SEAL REQUIRED


FELIX E. AMENKHIENAN


CHARLOTTE A. AMENKHIENAN

STATE OF VIRGINIA
CITY/COUNTY OF MONTGOMERY:

The Foregoing instrument was acknowledged before me, a notary public, this
24th day of February 2016, by Felix E. Amenkhienan and
_____.


Notary Public
My Commission Expires:
Registration Number:

VISIBLE SEAL REQUIRED

ARTHUR V. SHAHEEN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #354107
My Commission Expires July 31, 2016

~~FELIX E. AMENKHIENAN~~

Charlotte A. Amenkhienan
CHARLOTTE A. AMENKHIENAN


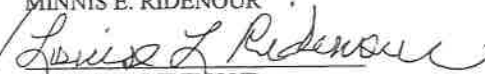
STATE OF Virginia
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this
20th day of March, 2016, by Charlotte A. Amenkhienan and

ARTHUR V. SHAHEEN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #354107
My Commission Expires July 31, 2016


Arthur V. Shaheen
Notary Public
My Commission Expires:
Registration Number:

VISIBLE SEAL REQUIRED

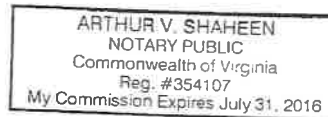

MINNIS E. RIDENOUR

LOUISE L. RIDENOUR

STATE OF VIRGINIA
CITY/COUNTY OF MONTGOMERY:

The Foregoing instrument was acknowledged before me, a notary public, this
25th day of February 2016, by MINNIS E. RIDENOUR and
LOUISE L. RIDENOUR.


Notary Public
My Commission Expires:
Registration Number:

VISIBLE SEAL REQUIRED



THOMAS H. OLLENDICK
THOMAS H. OLLENDICK

MARY C. OLLENDICK
MARY C. OLLENDICK

STATE OF Virginia
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this
26th day of February, 2016, by Thomas H. Ollendick and
Mary C. Ollendick.

KAYLA NICHOLE LAMBERT
NOTARY PUBLIC
REG. #7653394
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 1-31-2019

Kayla Nichole Lambert
Notary Public
My Commission Expires: January 31, 2019
Registration Number: 7653394

VISIBLE SEAL REQUIRED

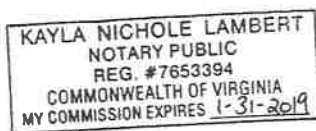
FLOYD W. MERRYMAN, III, TRUSTEE OF THE
FLOYD W. MERRYMAN, III REVOCABLE
TRUST

BY: Floyd W. Merryman, TRUSTEE

Jaleh Roya Gharavi
JALEH ROYA GHARAVI

STATE OF Virginia
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this
3rd day of March, 2016, by Floyd Merryman, Trustee, and
Jaleh Roya Gharavi.



Kayla Nichole Lambert
Notary Public
My Commission Expires: January 31, 2019
Registration Number: 7653394

VISIBLE SEAL REQUIRED

James O. Hicks
JAMES O. HICKS

Eva M. Hicks
EVA M. HICKS

STATE OF Virginia
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this
8th day of March, 2016, by James O. Hicks and
Eva M. Hicks.

Arthur V. Shaheen

Notary Public
My Commission Expires:
Registration Number:

ARTHUR V. SHAHEEN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #354107
My Commission Expires July 31, 2016

VISIBLE SEAL REQUIRED

ARTHUR V. SHAHEEN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #354107
My Commission Expires July 31, 2016

LARRY A. COWLEY, TRUSTEE UNDER
THE LARRY A. COWLEY AND PATRICIA
L. COWLEY LIVING TRUST DATED
JUNE 27, 2013

BY: *Larry A. Cowley*
TRUSTEE

PATRICIA L. COWLEY TRUSTEE UNDER
THE LARRY A. COWLEY AND PATRICIA
L. COWLEY LIVING TRUST DATED
JUNE 27, 2013

BY: *Patricia L. Cowley*
TRUSTEE

STATE OF Virginia
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this

18th day of March, 2016, by Larry A. Cowley, Trustee, and

Patricia L. Cowley Trustee.

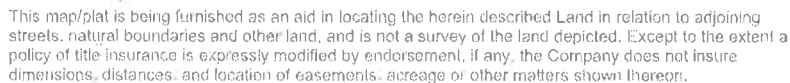
DANIELLE J WANG
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7589850
My Commission Expires March 31, 2018

[Signature]
Notary Public
My Commission Expires: 3/31/2018
Registration Number: 7589850

VISIBLE SEAL REQUIRED

INSTRUMENT #160001976
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
MARCH 23, 2016 AT 04:06PM

ERICA W. WILLIAMS, CLERK
RECORDED BY: CRW



SEE SHEET 3 OF 3

NO	Direction	Length
1	N00° 04' 30" E	159.48
2	N03° 23' 48" E	159.48
3	N74° 48' 30" W	39.00
4	S74° 48' 30" E	78.00
5	N1° 19' 03" W	78.00
6	S71° 13' 03" E	80.17
7	N12° 47' 03" E	180.01
8	S88° 51' 57" E	159.00
9	S80° 30' 00" E	50.00
10	N1° 59' 12" E	80.88
11	S89° 00' 00" E	50.43
12	S88° 18' 07" E	92.00
13	S89° 27' 48" E	118.09
14	S89° 27' 48" E	50.33
15	N83° 38' 30" E	54.78

[illegible]

APPROVED: TOWN OF BLACKSBURG
 [Signature] 6-7-9
 PLANNING DEPARTMENT DATE
 [Signature] 6-2-9
 DEPT. OF PUBLIC WORKS DATE

This Plat is a part of Section 11
RECORDED June 25th 1997
in Deed Book 709 Page 557



DESIGNED GCT
DRAWN
CHECKED
DATE MARCH 14, 1991

FINAL PLAT OF
OAKTON
A PLANNED DEVELOPMENT RESIDENTIAL (P.D.R.) SUBDIVISION

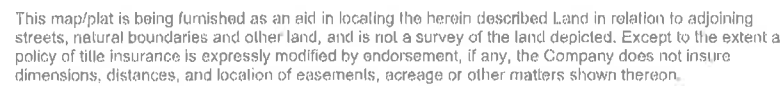
LOCATED IN MONTGOMERY COUNTY AND
PARTIALLY IN THE TOWN OF BLACKSBURG
MT. TABOR MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA

REVISIONS:
17 APRIL 1991
11 JUNE 1991

SCALE 1"=100' (BEFORE REDUCTION)

PLAN N° T-6103

SHEET
2 OF 3





Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: Homestead Title and Settlement Agency, LLC
 Issuing Office: 3 Fox Fire Lane, Independence, VA 24348
 Issuing Office's ALTA® Registry ID: 1086752
 Issuing Office File No.: HT24-226-DH
 Property Address: 1510 Highland Cir., Blacksburg, VA 24060

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Company
 316 South Jefferson Street
 Roanoke, VA 24011

Policy No.: 2751246-233095923

Amount of Insurance: \$ 935,000.00

Premium: \$ 3,566.00

Date of Policy: July 19, 2024 at 04:20 PM

1. The Insured is:
Shah Development, LLC
2. The estate or interest in the Land insured by this policy is:
Fee Simple
3. The Title is vested in:
Shah Development, LLC
4. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

By: Betsy Shearin
 Betsy Shearin, Agent

Fidelity National Title Company

By:

Michael J. Nolan
 Michael J. Nolan
 President

Homestead Title and Settlement Agency, LLC
 3 Fox Fire Lane, Independence, VA 24348
 (276)579-2075

ATTEST:

Marjorie Nemzura
 Marjorie Nemzura
 Secretary

2751246

ALTA Owner's Policy of Title Insurance (07-01-2021) w-VA Mod

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(SHAH FROM BRENNER.PFD/HT24-226-DH/6)



Fidelity National Title Insurance Company

SCHEDULE B

Policy No.: 2751246-233095923

File No. HT24-226-DH

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

2. Taxes for the year 2024B, not yet due and payable, and subsequent years.
3. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations containing in Instrument recorded in Deed Book 709, Page 566-575, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.
4. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations containing in Instrument recorded in Deed Book 709, Page 557-565, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.
5. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations containing in Instrument recorded in Deed Instrument No. 2016001976, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.
6. Perpetual easement and right of way over, across and under Lot 11 Oakton, for the purpose of constructing, using maintaining and replacing a septic system and drainage field and is more particularly described on plat of subdivision recorded in Plat Book 15, Page 458
7. Easement granted Chesapeake & Potomac Telephone Company by instruments recorded in Deed Book 184, Page 76 and Deed Book 575, Page 150.
8. Easement granted APCO by instrument recorded in Deed Book 260, Page 116.
9. Reservation of a 12' pedestrian easement along the interior lot lines of Lot No. 11 as shown in the conveyance deed and shown on the plat of subdivision recorded in Plat Book 15, Page 458
10. Matters shown on plat of survey by Draper-Aden Associates, Inc., dated March 14, 1991, revised April 17, 1991 and June 11, 1991, a copy of which is recorded in Plat Book 15, Pages 458, 459 and 460 including but not limited to: Public utility easement centered on side and rear lot lines
11. Building restriction line of 40 feet front and rear, 15 feet sides and 35 feet from side street.
12. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

2751246

ALTA Owner's Policy of Title Insurance (07-01-2021) w-VA Mod

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(SHAH FROM BRENNER.PFD/HT24-226-DH/6)



Fidelity National Title Insurance Company

EXHIBIT A

Policy No.: 2751246-233095923

File No. HT24-226-DH

ALL that certain parcel of land, lying and being situated in the Town of Blacksburg, Mt. Tabor Magisterial District of Montgomery County, Virginia and further described as follows:

ALL of Lot Number Eleven (11), containing 3.848 ac, as shown on a plat of survey entitled "Final Plat of Oakton, a Planned Development Residential Subdivision", prepared by Draper-Aden Associates, Inc., Consulting Engineers, dated March 14, 1991, revised April 17, 1991, and June 11, 1991, designated as Plan No. T-6103, consisting of three pages, which plat is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Plat Book 15, pages 458, 459 and 460, to which plat reference is hereby made for a more complete description of said tract.

2751246

ALTA Owner's Policy of Title Insurance (07-01-2021) w-VA Mod
(SHAH FROM BRENNER.PFD/HT24-226-DH/6)



Fidelity National Title Insurance Company

OFAC Sanctions List Search

Search Date & Time: 8/5/2025 7:42 pm

Order No.: 25-43166-R

Property Address: 1505 Highland Circle, Montgomery County, Blacksburg, VA 24060

A search has been conducted against the Sanctions List administered by the Office of Foreign Assets Control ("OFAC") for the following party:

The search has returned the following results:

Business Name: Woltz & Associates

****NO MATCH FOUND****

If a search of the OFAC SDN List results in a possible match with a name (or names) on the list, follow the instructions on the OFAC website regarding the due diligence steps which must be taken to determine a valid OFAC match. The due diligence steps can be accessed at:

<http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/directions.aspx>

For more information:

OFAC Hotline is: (202) 622-2490.

OFAC Website: <http://www.treas.gov/offices/enforcement/ofac/>

[Click Here to read the OFAC Step By Step Guide](#)

FinCEN Hotline is: (866) 556-3974.

FinCEN Website: <http://www.fincen.gov/>

The information in this database was provided by the Office of Foreign Asset Control (OFAC) of the US Treasury Department.



Fidelity National Title Insurance Company



Fidelity National Title Insurance Company

OFAC Sanctions List Search

Search Date & Time: 8/5/2025 7:42 pm

Order No.: 25-43166-R

Property Address: 1505 Highland Circle, Montgomery County, Blacksburg, VA 24060

A search has been conducted against the Sanctions List administered by the Office of Foreign Assets Control ("OFAC") for the following party:

The search has returned the following results:

First Name: Leonard

Last Name: Meirovitch

****NO MATCH FOUND****

If a search of the OFAC SDN List results in a possible match with a name (or names) on the list, follow the instructions on the OFAC website regarding the due diligence steps which must be taken to determine a valid OFAC match. The due diligence steps can be accessed at:

<http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/directions.aspx>

For more information:

OFAC Hotline is: (202) 622-2490.

OFAC Website: <http://www.treas.gov/offices/enforcement/ofac/>

[Click Here to read the OFAC Step By Step Guide](#)

FinCEN Hotline is: (866) 556-3974.

FinCEN Website: <http://www.fincen.gov/>

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