

Long Long  
Teller  
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

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 24<sup>th</sup> day of June, 1991.

Town and County Properties, Inc.

By Charles W. Steyer, Jr.  
President

ATTEST:

James O. Heston  
Secretary

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 24<sup>th</sup> 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 24<sup>th</sup> 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.

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

24<sup>th</sup> 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  
24<sup>th</sup> 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. Patton  
Notary Public

VIRGINIA: In the Office of the Circuit Court of Montgomery County  
25<sup>th</sup> 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

Paul 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 12<sup>th</sup> day of June, 1997, by  
J. B. Jones and Jane Jones, 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 23<sup>rd</sup> day of June, 1997, by  
Minnis E. Ridenour and Louise Ridenour, 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 16<sup>th</sup> day of June, 1997, by  
Alexander L. Meszaros and Peggy S. Meszaros, husband and wife.

My commission expires: 10/31/2001

W. 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

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 \_\_\_\_\_ day of \_\_\_\_\_, 1997, by  
Glenn Dorsey and Harriet Dorsey, husband and wife.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

BOOK 963 PAGE 773



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. Kerner  
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. Kerner  
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. Kerner  
Notary Public

BOOK 963 PAGE 776

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 D. 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 10<sup>th</sup> 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**

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

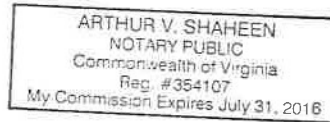
STATE OF Virginia  
CITY/COUNTY OF Montgomery

The Foregoing instrument was acknowledged before me, a notary public, this  
23<sup>d</sup> 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



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:

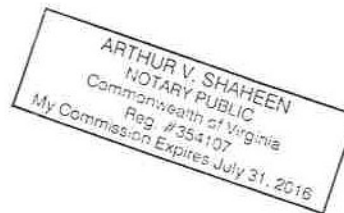
The Foregoing instrument was acknowledged before me, a notary public, this  
19<sup>th</sup> day of Feb., 2016, by James Michael Kelly Trustee.

[Signature]  
Notary Public

My Commission Expires:

Registration Number:

VISIBLE SEAL REQUIRED



Kevin B. Brenner

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  
23<sup>rd</sup> 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 24<sup>th</sup> day of February, 2016, by Glenn F. Dursey, Jr. and

  
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**

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  
23<sup>rd</sup> 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

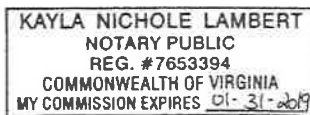
Patricia L. Rodgers  
PATRICIA L. RODGERS

STATE OF Virginia

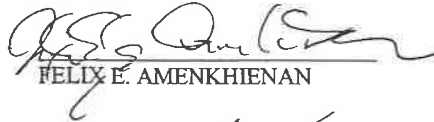
CITY/COUNTY OF Montgomery:

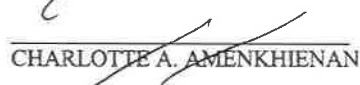
The Foregoing instrument was acknowledged before me, a notary public, this  
24<sup>th</sup> day of February, 2016, by William O Plymale and  
Patricia L. Rodgers.

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  
24<sup>th</sup> 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


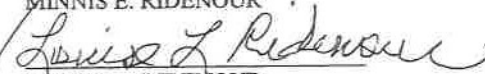
STATE OF Virginia  
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this  
20<sup>th</sup> 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

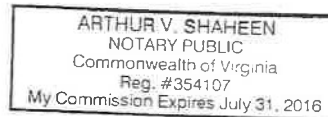
  
MINNIS E. RIDENOUR  
  
LOUISE L. RIDENOUR

STATE OF VIRGINIA  
CITY/COUNTY OF Montgomery:

The Foregoing instrument was acknowledged before me, a notary public, this  
25<sup>th</sup> 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  
26<sup>th</sup> 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

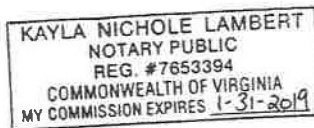
FLOYD W. MERRYMAN, III, TRUSTEE OF THE  
FLOYD W. MERRYMAN, III REVOCABLE  
TRUST

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  
3<sup>rd</sup> 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

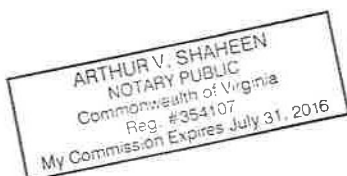
*Eva M. Hicks*  
EVA M. HICKS

STATE OF Virginia  
CITY/COUNTY OF Montgomery:

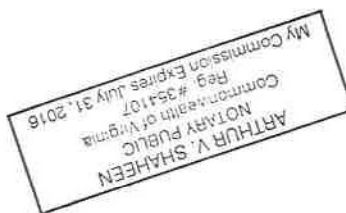
The Foregoing instrument was acknowledged before me, a notary public, this  
8th day of March, 2016, by James O. Hicks and  
Eva M. Hicks.

*Arthur V. Shaheen*

Notary Public  
My Commission Expires:  
Registration Number:



VISIBLE SEAL REQUIRED





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

18<sup>th</sup> 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