

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MEADOWBROOK**

THIS DECLARATION is made and dated this 1st day of September, 2005, by **SCAKL, L.C.**, a Virginia limited liability company, hereinafter called "Declarant" (index as grantor), **MARK B. CALLAHAN** and **TODD C. RHEA**, "Trustees" (index as grantors), and **SUNTRUST BANK**.

WHEREAS, Declarant is the owner in fee simple of that certain tract of land containing 12.291 acres, more or less, lying and being situate in Linville District, Rockingham County, Virginia, being a portion of property acquired by Declarant by two deeds each dated May 20, 2005; one from DNG, LLC which is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2672 at page 430 and the other from David Irving which is recorded in the Clerk's Office in Deed Book 2672 at page 427;

WHEREAS, Declarant has subdivided the same into lots for the construction of single family homes, said subdivision to be known as Meadowbrook, as more particularly shown on that certain final plat entitled **Meadowbrook, Phase One**, made by Benner & Associates, Inc., dated August 2, 2005 (the "Plat"), which plat is recorded with an Owners Consent just prior hereto and by reference made a part hereof, and which plat shows accurately the metes and bounds of the subdivided land, together with the dimensions of each lot thereof, and also shows certain surrounding lands in said subdivision to be used as open space and easements, all of which shall constitute the development known as Meadowbrook, and which areas that are marked as Common Area to be owned and maintained by the Meadowbrook Property Owners' Association upon the terms and conditions set forth hereinafter;

WHEREAS, the above described property is subject to a deed of trust dated May 23, 2005 and recorded in the Clerk's Office in Deed Book 2672, page 434 securing SunTrust Bank; and

WHEREAS, Declarant desires to convey the Lots subject to the covenants, conditions and restrictions set forth herein;

NOW THEREFORE, Declarant declares that all of the lots shown on the aforesaid Plat shall be subject to the following covenants, conditions, and restrictions which shall constitute

real covenants running with the land, which shall be binding upon all parties having any right, title and interest in and to the aforesaid lots, or any part thereof and their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof. This Declaration, however, shall not apply to any other "phases" or sections of Meadowbrook or any other land owned by Declarant, except for such land as may be added under Article VIII.

ARTICLE I DEFINITIONS

Section 1. **"Association"** shall mean and refer to the Meadowbrook Property Owners' Association, its successors and assigns.

Section 2. **"Common Area"** shall mean and refer to that certain real property designated on the Plat as common area, and such additions thereto as may hereafter be made subject to this Declaration.

Section 3. **"Lot"** shall mean and refer to the individually numbered plots of land in Meadowbrook as shown on recorded plats of the subdivision.

Section 4. **"Member"** shall mean and refer to every person or entity who holds membership in the Association.

Section 5. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot in Meadowbrook, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. **"Declarant"** shall mean and refer to SCAKL, L.C., a Virginia limited liability company, and its successors and assigns.

Section 7. **"County"** shall mean Rockingham County, Virginia.

Section 8. **"Act"** shall mean and refer to the Virginia Property Owners' Association Act (Virginia Code, §§ 55-508 through 55-516.2) as amended from time to time.

ARTICLE II ASSOCIATION

Section 1. Association: Declarant hereby establishes the Meadowbrook Property Owners' Association. The Association may be an unincorporated association or a non-stock corporation organized under the laws of the Commonwealth of Virginia. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its organizational documents, as amended from time to time, provided no such organizational documents shall be amended, changed or interpreted so as to be inconsistent with this Declaration or applicable law.

Section 2. Board Of Directors: The affairs of the Association shall be managed by a Board of not less than three (3), but no more than nine (9) directors, who may, but need not be Members of the Association. Directors shall be elected by the Members according to the Association's Bylaws.

Section 3. Architectural Control Committee.

A. *Composition:* The ACC shall have at least three (3) members selected by the Board of Directors, provided that until 75% of the Lots have been conveyed by Declarant, Declarant may perform the duties and exercise the powers of the ACC. The ACC may designate one or more representatives to act for it.

B. *Authority.* No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or change, including paint and trim, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color of paint, and location of the 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 ACC. If the ACC fails to approve or reject the plans and specifications within thirty (30) days after submission, they shall be deemed approved. However, the ACC's failure to act shall not be construed as a waiver of any violation of this Declaration.

The ACC may base its approval or rejection of plans and specifications upon any grounds it deems sufficient, including purely aesthetic considerations. The ACC shall not be bound to approve any proposed building or improvement solely because it complies with the restrictions and covenants herein or is comparable in cost, value or appearance to existing buildings and improvements on other Lots. The ACC may however, approve any proposed building or improvement that does not meet the requirements of this Declaration if, in the ACC's opinion, such deviations are not harmful to the value of adjoining Lots. The ACC shall have no duty to exercise this power, nor shall the ACC have authority to permit deviations from Section 1 of Article VI.

C. *Inspection Rights.* Members and representatives of the ACC shall have the right to inspect any building during construction to ensure that it conforms to the approved plans and specifications. If discrepancies exist, the ACC may require corrective work or issue a notice to cease construction until conformity is assured to its satisfaction. Failure to heed such a notice from the ACC shall be a default under this Declaration.

D. *Waiver of Liability.* Neither the Declarant nor the members of the ACC shall be liable to any Owner or other person for any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or other person arising out of or in any way related to the subject matter of any required review, acceptance, inspection, permission, consent or approval, whether given or withheld.

ARTICLE III VOTING RIGHTS

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Section 1. Membership: The Association shall have two (2) classes of membership:

Class A: Every Owner, except Declarant, shall be a Class A Member of the Association. Class A membership shall be appurtenant to and may not be separated from ownership of any Lot. Class A Members shall have one (1) vote for each Lot owned. The vote for a Lot owned by more than one (1) person or entity may be cast by any co-owner unless an objection or protest by another co-owner is made. Upon such objection or protest, the vote shall be cast according to the majority vote of the co-owners of such Lot (based on each co-owner's percentage ownership interest). In no event shall more than one (1) vote be cast with respect to any Lot and no fractional votes shall be cast. Owners may vote by proxy in accordance with the Bylaws.

Class B: The Declarant shall be the Class B Member. The Class B Member shall be entitled to five (5) votes for each Lot it owns, except Lots originally sold and reacquired.

Section 2. Quorum: Except as otherwise provided in the Bylaws or by law, the presence in person or by proxy of a sufficient number of Members (Class A or B) entitled to cast ten percent (10%) of the votes in the Association at the beginning of any meeting of the Association shall constitute a quorum throughout that meeting.

ARTICLE IV PROPERTY RIGHTS IN OPEN SPACE

Section 1. Members' Easements of Enjoyment: Every Member shall have a nonexclusive right and easement of enjoyment in and to the Common Area specifically including, but not limited to, the rights of ingress and egress across the aforesaid Common Area. This easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association, in accordance with its organizational documents and applicable law, to borrow money for the purpose of improving or maintaining the Common Area. The Association is further empowered, with the consent of the Class A Members, according to the Bylaws, to encumber the Common Area to secure any such borrowed funds, but any such encumbrance shall be subordinate to the rights of the Owners. All Members shall be given notice of any such proposed encumbrance of the Common Area as set forth in Paragraph C. *infra*.

B. The right of the Association to establish reasonable rules and regulations and fees for the use of the Common Areas, including the right to assess charges against Owners and suspend Owners' use of Common Areas for violations of this Declaration or rules and regulations, as provided in the Act. The costs of any maintenance or repair to any of the Common Areas made necessary by the willful or negligent actions of any Owner, his tenants, guests or members of his household shall be paid for by that Owner. The Association may elect

to have such damage repaired at the Owner's expense, in which case the Owner shall reimburse the Association within ten (10) days after the Association sends the Owner an itemized statement of the cost of repairs. Such costs shall be deemed a special assessment against the Owner's Lot and collected as such under Article V. The Association may suspend an Owner's voting rights and his right to use the Common Area for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations.

C. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective, unless approved by the Class A Members according to the Bylaws and unless written notice of the proposed action is sent to every Member not less than twenty-five (25) days nor more than fifty (50) days in advance.

Section 2. Delegation of Use: Any Member may delegate his right of enjoyment to the Common Area to the members of his family, tenants, or contract purchasers who reside on the Lot.

Section 3. Title to the Common Area: Declarant covenants that fee simple title to the Common Area will be conveyed to the Association free and clear of all liens and encumbrances except for those provided in this Declaration and supplements hereto.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENT

Section 1. Assessments: Each Owner, except as provided in Article V, Section 7, by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof (including attorneys' fees), as hereinafter provided, shall be a charge and a continuing lien upon the assessed Lot. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of the Lot (jointly and severally in the case of multiple Owners) at the time the assessment was due. The personal obligation shall not pass to his successors in title, unless expressly assumed by them, but shall continue as a lien upon said Lot as set forth above. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used for maintenance and operational responsibilities of the Common Area and provision of services benefiting any or all Lots, including the following, to-wit: trash service for all Lots in the subdivision, payment of real estate taxes, maintenance and repair of utility, drainage and retention easements and facilities, maintenance and repair of street lights and payment of all

utility charges therefore, and promoting the recreation, health, safety and welfare of the residents of Meadowbrook.

Unless otherwise required by law, the Association shall not be required to perform the five-year study described in § 55-514.1 of the Act.

Section 3. Basis and Maximum of Annual Assessments: Until January 1 of the year immediately following the conveyance of the first Lot by Declarant, the maximum annual assessment shall be Five Hundred Dollars (\$500) per Lot for all Lots (except for exempt Lots) adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall determine the annual assessment rate after consideration of the Association's current and expected operational costs.

Section 4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy special assessments to be used primarily for maintenance and upkeep of the Common Area including, without limitation, defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements upon the Common Area.

Section 5. Date of Commencement of Annual Assessments - DUE DATE: The Board of Directors shall determine the due date or dates of all assessments, providing a minimum of 30 days for payment after the date Owners are notified of the amount. Assessments may be collected over any time period as the Board may determine, but shall be collected at least once per year. The Association shall, upon demand at any time, furnish a written certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessments – Remedies of the Association: Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same, or file a Memorandum of Lien among the land records and foreclose said lien against the property. Interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment.

Section 7. Exempt Property: The following property shall be exempt from the assessments created herein: (a) any property owned by the Association; (b) all properties dedicated to and accepted by a local public authority; (c) any and all lots owned by Declarant, its successors or assigns, except for Lots sold by Declarant and subsequently reacquired; and (d) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia. However, no Lot with a residence and occupied as a dwelling shall be exempt from these assessments.

Section 8. Failure to Maintain Common Area: If the Association, or its successors, fails to maintain the Common Area in reasonable order and condition, the County may take such action as authorized by County's applicable ordinances.

ARTICLE VI USE, RESTRICTIONS AND COVENANTS

Section 1. All Lots shall be used for single-family residential purposes only.

Section 2. No detached garage or carport shall be permitted on any Lot.

Section 3. No signs or advertising of any nature shall be erected or maintained on any Lot, except "For Sale" signs for said Lot, which signs shall not exceed five (5) square feet in area, or signs used by the Declarant to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any Lot.

Section 4. No power boats, mobile homes, motor homes, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks of 3/4 ton or less or vans) shall be permitted on any Lot, except during the course of construction. No motor vehicle, or material portion thereof, which does not have a current registration and Virginia inspection sticker shall be permitted on any Lot.

Section 5. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers. Whenever animals are permitted outside a building or other enclosed area, they must be secured by a leash or lead or otherwise be under the control of a responsible person and obedient to that person's command at all times.

Section 6. No fence or hedge shall be constructed or planted in front of any residence or within twenty-five (25) feet of any street. Rear fencing and hedges shall not exceed six (6) feet in height. The materials, size, location and height of all proposed fencing shall be approved in advance by the Architectural Control Committee ("ACC"). No chain link fencing shall be allowed.

Section 7. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 8. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers and screened. No refuse or any container for same shall be placed or stored in front of any house, except on the date of garbage pickup.

Section 9. No exterior clothes lines or hanging device shall be permitted on any Lot, except for an umbrella-type with a diameter not to exceed seven (7) feet; provided, however, that the

same may only be used in the rear of any building constructed on said Lot and the clothes line is stored within a utility building or the equivalent when the clothes line is not in use. 8.275.3.P.1.8.8

Section 10. Every Lot and all improvements thereon shall be maintained in a neat, attractive, safe and structurally sound condition. Building exteriors shall be routinely painted. If any building is totally or partially damaged by fire, wind or other hazard, the Owner shall, within a period of six (6) months thereafter, a) repair the damage or b) tear the building down and remove the debris from the Lot. If any Owner fails to make any required repairs or maintenance after receiving notice from the Association, the Association may make such repairs or maintenance or cause such repairs or maintenance to be made on behalf of the Owner. The costs thereof shall be deemed a special assessment against the Owner and Lot and collected as such under Article V. The Association and its agents are authorized to enter any Lot at reasonable hours and upon reasonable notice to perform any required repair or maintenance on behalf of the Owner.

Section 11. There shall be no structures, fences, shrubbery or other obstruction more than three feet (3') above ground level or which obstructs vision on any corner Lot within ten feet (10') of the intersection of any street lines.

Section 12. One-story houses shall have a minimum of 1,200 square feet of finished living space and two-story homes, including Cape Cod style homes, shall have a minimum of 1,600 square feet of finished living space. Finished living space shall be measured using outside foundation measurements and shall be exclusive of garages and basements. The roof pitch shall be at least four-twelfths (4/12).

Section 13. Driveways shall be paved with concrete or asphalt within 18 months of issuance of a Certificate of Occupancy. Yards shall be sodded or seeded in the front and sides (to rear corners) of each Lot.

Section 14. Any utility or other out building on any Lot shall be of the same or similar material (including without limitation, roofing and siding) and construction as the main structure on such Lot and shall have at least one (1) window. Any utility or other out building must be approved by the ACC.

Section 15. Satellite receiver dishes shall not exceed 24 inches in diameter. The ACC shall approve the placement of each dish.

Section 16. Mailboxes shall be approved by the ACC and shall be in style, material, and size that is in harmony with other mailboxes within the subdivision. The ACC may designate one or more acceptable mailboxes for use by Lot Owners.

Section 17. No above-ground swimming pools shall be allowed, except for kiddie pools.

Section 18. All Lots are required to observe all setback, side and rear yard lines as shown on the Plat, in addition to those applicable requirements of any County ordinance.

Section 19. No Lot or any portion of any Lot shall be used as an access way or right-of-way for ingress or egress to any other Lot, piece or parcel of land, whether part of the subdivision or not, without the approval of the ACC. No Lot shall be subdivided into smaller lots, nor shall any portion of any Lot be sold or conveyed by the Owner thereof without the prior approval of the ACC.

ARTICLE VII EASEMENTS

Section 1. Public Utility and Drainage Easements: The Lots and Common Area shall be subject to certain easements and rights-of-way as shown on the Plat.

Section 2. Maintenance of Drainage Easements and Retention Areas: All drainage easements and retention areas located within Meadowbrook shall be maintained by the Association. If the Association does not maintain said areas and keep the same in good repair, then Declarant or the County may come upon the property and make necessary repairs and perform whatever maintenance is necessary with the cost of the same to be borne by the Association. If the Association does not pay for said repairs or maintenance when billed, the charge shall become a lien upon the property belonging to the Association. If requested, the Association, by the acceptance of a deed to the Common Area, shall agree to enter into any agreement absolving County of any and all liability with regard to said drainage easements and retention areas.

Section 3. Reservations:

A. Declarant reserves unto itself, its successors and assigns, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water and television lines and related equipment, and other utility equipment where such utility lines and equipment are located within the easements reserved herein or as set forth on the plats of Meadowbrook and over the Common Area, as needed, provided that such easements shall not interfere with the reasonable use and enjoyment of the Common Area.

B. Declarant further reserves unto itself, its successors and assigns, for a period of five (5) years from the date of recordation of this Declaration, a blanket easement and right on, over and under the ground within Meadowbrook to maintain and correct drainage of surface water problems in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition, as nearly as practicable. Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Declarant, an emergency exists which precludes such notice. This reservation shall not, in any way, obligate Declarant to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or responsibility upon Declarant for not doing so.

ARTICLE VIII
GENERAL PROVISIONS

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Section 1. Enforcement: The Declarant, the Association, the ACC and all Owners shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, liens and charges, now or hereafter imposed by this Declaration. Failure of any of the above parties to enforce any covenant, condition, restriction, lien or charge herein contained shall not be deemed a waiver of the right to do so thereafter. All costs incurred by the enforcing party in the successful enforcement of any covenants, conditions, restrictions, liens or charges, including court costs and attorneys' fees, shall be borne by the party against which action is taken.

Section 2. Severability. The invalidation of any provision herein by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Section 3. Amendment: The provisions of this Declaration shall run with and be binding on the land and shall inure to the benefit of all Owners and their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The provisions of this Declaration may be amended or terminated at any time by a two-thirds (2/3) vote of the Owners at a properly called meeting of the Association. Agreement of the required majority of Owners to any amendment or termination of this Declaration shall be evidenced by the Owners' execution of the amendment or ratifications thereof and the same shall be effective when a copy of the amendment is recorded in the Clerk's Office, together with a certification signed by the President of the Association that the requisite majority of the Owners signed the amendment or ratifications thereof.

Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration at any time within five (5) years after its recordation without the consent of any Owner. The Declarant may also unilaterally execute and record a corrective amendment or supplement to this Declaration (including any supplement or restatement hereof) to correct a mathematical mistake, inconsistency or scrivener's error, or to clarify an ambiguity in the Declaration or supplement or restatement with respect to an objectively verifiable fact within five (5) years after the recordation of the instrument containing or creating such mistake, inconsistency, error or ambiguity. No such corrective amendment or supplement may materially reduce the obligations any Owner would have had if the mistake, inconsistency, error or ambiguity had not occurred. The President of the Association may also execute and record, at any time, corrective amendments or supplements upon a vote of two-thirds (2/3) of the members of the Board of Directors.

Section 4. Dissolution: Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be held in trust for the benefit of all Owners to be used for purposes similar to those set forth herein.

Section 5. Directors, Officers, ACC Members: To the extent permitted by law, in any proceeding brought by or in the right of the Association or brought by or on behalf of the Owners, no director, officer or ACC member shall be liable for any damages; provided, however,

8.2.7.5.3.P.1.9.1
that the liability of a director, officer or ACC member shall not be so limited if he engaged in willful misconduct or a knowing violation of any criminal law. The liability of directors, officers and ACC members shall also be limited as provided in § 13.1-870.2 of the Code of Virginia.

Section 6. Insurance: The Association may purchase and maintain insurance in such amounts and on such terms and conditions as the Board of Directors may deem reasonable against all liabilities or losses it may sustain in consequence of the indemnification provided for in this Article.

Section 7. Association Liability: The Association, directors, officers and ACC members shall not be liable to any Owner for failing to provide any service which any is required to provide, or for injury or damage to any person or property caused by natural elements or by any Owner or other person or resulting from electricity, water, snow, ice or other substance which may leak or flow from any portion of the Common Areas or from any pipe, drain, conduit, structure or other apparatus. The Association, directors, officers and ACC members shall not be liable to any Owner for loss or damage by theft or otherwise of personal property which may be stored or left anywhere on the Property. No diminution or abatement of any assessments shall be allowed for inconvenience or discomfort arising from upkeep of the Common Areas or from any action taken by the Association, directors, officers, ACC members or any Owner which does not comply with any law, ordinance or other governmental regulation or order.

Section 8. Additional Property: The Declarant shall have the absolute and unqualified right (but shall not be obligated) to make additional property subject to the terms of this Declaration, so long as such property is adjacent to property already subject to this Declaration as shown on plats of the subdivision. Such additions shall be made by recording a supplemental declaration in the Clerk's Office describing the additional property being made subject to this Declaration. Property made subject to this Declaration shall be treated for all purposes as if it had been shown on the original subdivision plat, but the added property may be subject to other covenants and restrictions in addition to or in place of those herein.

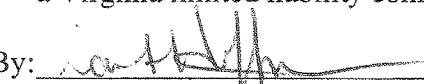
The provisions hereof shall not apply to any other property of the Declarant except such property made subject to this Declaration as provided above, even though the same may be developed as part of a common scheme or lie adjacent to the Property. Any such other property may be subject to different covenants, conditions or restrictions than contained herein or may have none at all.

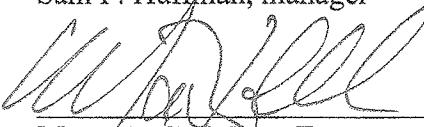
Section 9. Streets/Drainage Areas: The Declarant intends to dedicate the streets shown on the Plat into the public highway system administered by the Virginia Department of Transportation ("VDOT"). VDOT requires that adequate drainage be maintained on the sides of the streets and that driveways intersect public streets at acceptable grades as specified by VDOT standards. Each Owner shall construct its driveway in compliance with VDOT requirements. In addition, no Owner may alter the grade or condition of the drainage areas on the sides of the streets or any other portion of a Lot as constructed by the Declarant. Each Owner shall correct any problems on its Lot noted by VDOT or any other governmental authority with regard to the installation of its driveway or any changes the Owner makes in such drainage areas. If an Owner does not make corrections complying with VDOT specifications or those of any other

governmental authority within fifteen (15) days after requested to do so by the Declarant, the Declarant may make the changes at the cost and expense of such Owner who shall reimburse the Declarant on demand, for the costs and expenses incurred by the Declarant in making such changes. Such costs and expenses shall be deemed a special assessment against the Lot and its Owner(s) and be collected as such under Article V.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on its behalf by its duly authorized manager.

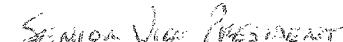
SCAKL, L.C.
a Virginia limited liability company

By: 
Sam F. Huffman, manager


Mark B. Callahan, Trustee

Todd C. Rhea, Trustee

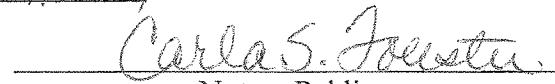
SunTrust Bank

By: 
its: 

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG to-wit:

The foregoing instrument was executed and acknowledged this 30th day of September, 2005, before me by Sam F. Huffman, manager of SCAKL, L.C., a Virginia limited liability company, on behalf of the company.

My commission expires: March 31, 2009



Carlos S. Foster
Notary Public

COMMONWEALTH OF VIRGINIA

CITY OF HARRISONBURG to-wit:

The foregoing instrument was executed and acknowledged this 30th day of September, 2005, before me by **Mark B. Callahan and Todd C. Rhea, Trustees**.

My commission expires: 11-2008

Carrie H. Slusbaugh

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Roanoke

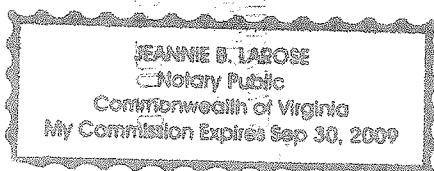
The foregoing instrument was executed and acknowledged this 28 day of September, 2005, before me by Don H. Andree, Senior Vice Pres. of SunTrust Bank, on behalf of the bank.

My commission expires:

September 30, 2009

Jeannie B. LaRose

Notary Public



VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County
 The foregoing instrument was this day presented in the office aforesaid, and is
 together with the certificate of acknowledgement annexed, admitted to record this
13 day of OCTOBER, 2005 at 9:30 A.M. I certify that
 taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
 Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
 Recording 3500 Copies 150 TESTE
 L. WAYNE HARPER
 CLERK 4450

Deed Book No 2-153 Page 181

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CONSENT:

The undersigned Trustees under a deed of trust dated May 23, 2005, securing SunTrust Bank, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2672, page 434, as authorized by the holder of indebtedness secured by the deed of trust, join herein for the purpose of and do hereby consent to the subdivision of land as shown on the plat entitled Meadowbrook, Phase One, dated August 2, 2005, prepared by Benner & Associates, Inc.

SunTrust Bank, Noteholder

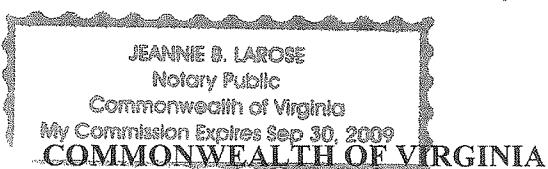
By: Don H. Andree
 Its Senior Vice President
Mark B. Callahan (SEAL)
 Mark B. Callahan, Trustee
Todd C. Rhea (SEAL)
 Todd C. Rhea, Trustee

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Roanoke

The foregoing instrument was acknowledged before me this 28 day of September 2005 by Don H. Andree, Senior Vice President of SunTrust Bank, on behalf of the bank.

My commission expires September 30, 2009



Jeannie B. LaRose
Notary Public

The foregoing instrument was acknowledged before me this 30th day of September 2005 by **Mark B. Callahan** and **Todd C. Rhea**, Trustees.

My commission expires 11-30-08

David F. Strubhaar
Notary Public

	Doc	Bk	Vol	Fs	Suff Fs	Page
Tax Map No. 95-(A)-55 (portion) and 55B (portion)	000033013	DR	2217	568		13
					Nov 15, 2007	

Supplemental Owner's Consent and Dedication

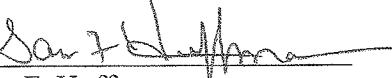
MEADOWBROOK, PHASE ONE
AND
MEADOWBROOK, PHASE TWO

SCAKL, L.C., a Virginia limited liability company, owner of certain property situate in Linville District, Rockingham County, Virginia, previously recorded two (2) subdivision plats entitled **Meadowbrook, Phase One** and **Meadowbrook, Phase Two**, together with Owner's Consents and Dedications, which plats are recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2753, page 194, and Deed Book 2962, page 472. The Owner's Consents and Dedications omitted the dedication of the public streets within the subdivision. The undersigned has also recorded protective covenants for the subdivision.

Now, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the 2.618 acres within Suffolk Drive, Buck Run Court and Tanners Court, as shown on Sheets 2 and 3 of the plat of Meadowbrook, Phase One, and the 1.274 acres within Suffolk Drive and Wiltshire Street, as shown on Sheets 3 and 4 of the plat of Meadowbrook, Phase Two, are hereby dedicated to public use. All lots in Phase One and Phase Two of the subdivision are subject to certain covenants, conditions and restrictions contained in the instruments executed by the undersigned, the first dated September 1, 2005, recorded in the Clerk's Office in Deed Book 2753, page 181, and the second dated April 20, 2007, recorded in the Clerk's Office in Deed Book 3188, page 768.

IN WITNESS WHEREOF, SCAKL, L.C. has caused this instrument to be executed on its behalf by its duly authorized manager.

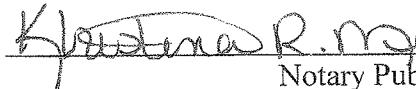
SCAKL, L.C.
a Virginia limited liability company

By: 
Sam F. Huffman, manager

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG

The foregoing Supplemental Owner's Consent and Dedication was acknowledged before me this 25 day of October, 2007 by Sam F. Huffman, manager of SCAKL, L.C., a Virginia limited liability company, on behalf of the company.

My commission expires: Oct. 31, 2009


Kristina R. Miller
Notary Public
REG. #557247
MY COMMISSION
EXPIRES
COMMONWEALTH OF VIRGINIA

CERTIFICATE OF APPROVAL

This Supplemental Owners Consent and Dedication of Meadowbrook, Phase One and Meadowbrook, Phase Two is approved by the undersigned in accordance with existing subdivision regulations and may be admitted to record.

Date: 11/13/07


D. F. Johnson
Highway Engineer

Date: 11/13/07


Divine Cook Stultz
Subdivision Agent

Doc Blk Vol Pg Sppos
00032463 0R 3188 768 4
County Tax Map No. 95E-(A)-55, 55A 55B (portion) Sep 26, 2007

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

MEADOWBROOK, PHASE TWO

THIS SUPPLEMENTAL DECLARATION is made this 20th day of April, 2007 by **SCAKL, L.C.**, a Virginia limited liability company, "Declarant" as grantor, **JOHN N. CRIST, DEAN W. WITHERS** and **STEPHEN T. HEITZ**, Trustees index as grantors and **FARMERS & MERCHANTS BANK** (the "Noteholder").

R E C I T A L S :

A. Declarant owns certain real estate located northeast of North Valley Pike (U. S. Route 11), in Linville District, Rockingham County, Virginia, more particularly shown and described upon a plat made by Benner & Associates, Inc., dated September 21, 2006, entitled **Meadowbrook, Phase Two** (the "Plat"), which plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2962, page 472.

B. Declarant recorded a Declaration of Covenants, Conditions and Restrictions of Meadowbrook dated September 1, 2005 in the Clerk's Office in Deed Book 2753, page 181 (the "Declaration"). Section 8, Article VIII thereof permits Declarant to make additional property subject to the terms of the Declaration. Declarant wishes to make property in Meadowbrook, Phase Two, subject to the terms of the Declaration.

C. The property within Phase Two is subject to the lien of a deed of trust from Declarant dated May 23, 2005, which is recorded in the Clerk's Office in Deed Book 2672, page 434, modified by instrument dated March 29, 2006, recorded in the Clerk's Office in Deed Book 2839, page 100, and by instrument dated April 7, 2006, recorded in the Clerk's Office in Deed Book 2844, page 84, to secure two (2) notes from Declarant to SunTrust Bank. The notes secured by the deed of trust were assigned to Farmers & Merchants Bank by instrument dated November 1, 2006, recorded in the Clerk's Office in Deed Book 2974, page 204. Thereafter, the deed of trust was modified and supplemented by instrument dated November 2, 2006, recorded

in the Clerk's Office in Deed Book 2974, page 208, in which the above named Trustees, any of whom may act, were substituted.

D. The property in Phase Two is further subject to the lien of a deed of trust from Declarant to the Trustees, any of whom may act, dated March 29, 2007, which is recorded in the Clerk's Office in Deed Book 3068, page 298.

NOW THEREFORE, Declarant declares that all of the property included in Meadowbrook, Phase Two shall be held, transferred, sold, conveyed and occupied subject to the limitations, restrictions and uses contained in the **Declaration of Protective Covenants, Conditions and Restrictions of Meadowbrook**, which covenants, conditions and restrictions shall run with the real estate in Meadowbrook, Phase Two, and shall be binding on and inure to the benefit of all present and future Owners thereof.

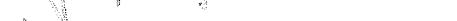
The Trustees and the Noteholder identified in Paragraphs C and D of the Recitals join herein to evidence their consent to this Supplemental Declaration and to the dedication of Meadowbrook Subdivision, Phase Two.

WITNESS the following signatures.

SCAKL, L.C.

By: 
Sam F. Huffman, Manager

Farmers & Merchants Bank, Noteholder

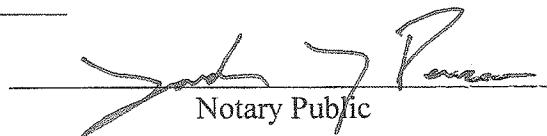
By: 
Its: 
Stephen T. Heitz, Trustee

Stephen T. Heitz (SEAL)

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG

The foregoing instrument was acknowledged before me this 11th day of May, 2007, by
Sam F. Huffman, manager of SCAKL, L.C., on behalf of the company.

My commission expires: 1/31/10

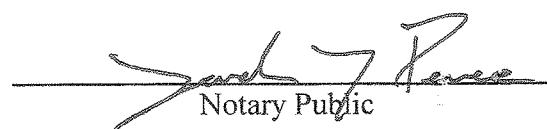


Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 11th day of May, 2007, by
Joshua P. Hale, Asst. Vice President of Farmers & Merchants Bank, on
behalf of the bank.

My commission expires: 1/31/10

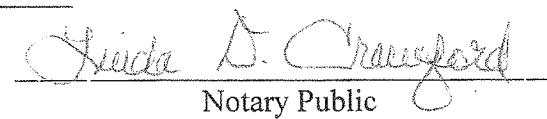


Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Harrisonburg

The foregoing instrument was acknowledged before me this 26th day of May, 2007, by
Stephen T. Heitz, Trustee.

My commission expires: 10/31/08



Notary Public

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000038014	OR	3217	571	4
Nov 15, 2007				

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MEADOWBROOK, PHASE THREE

THIS SUPPLEMENTAL DECLARATION is made this 24th day of October, 2007 by SCAKL, L.C., a Virginia limited liability company, "Declarant" as grantor, JOHN N. CRIST, DEAN W. WITHERS and STEPHEN T. HEITZ, Trustees, either of whom may act, index as grantors, and FARMERS & MERCHANTS BANK (the "Noteholder").

R E C I T A L S :

A. Declarant owns certain real estate located northeast of North Valley Pike (U. S. Route 11), in Linville District, Rockingham County, Virginia, more particularly shown and described upon a plat made by Benner & Associates, Inc., dated October 1, 2007, entitled Meadowbrook, Phase Three (the "Plat"), which plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia prior to this instrument.

B. Declarant recorded a Declaration of Covenants, Conditions and Restrictions of Meadowbrook dated September 1, 2005 in the Clerk's Office in Deed Book 2753, page 181 (the "Declaration"). Section 8, Article VIII thereof permits Declarant to make additional property subject to the terms of the Declaration. Declarant wishes to make the property in Meadowbrook, Phase Three, subject to the terms of the Declaration.

C. The property within Phase Three is subject to the lien of a deed of trust from Declarant dated May 23, 2005, which is recorded in the Clerk's Office in Deed Book 2672, page 434, modified by instrument dated March 29, 2006, recorded in the Clerk's Office in Deed Book 2839, page 100, and by instrument dated April 7, 2006, recorded in the Clerk's Office in Deed Book 2844, page 84, securing two (2) notes from Declarant to SunTrust Bank. The notes secured by the deed of trust were assigned to Farmers & Merchants Bank by instrument dated November 1, 2006, recorded in the Clerk's Office in Deed Book 2974, page 204. Thereafter, the deed of trust was modified and supplemented by instrument dated November 2, 2006, recorded in the

Clerk's Office in Deed Book 2974, page 208, in which the above named Trustees, any of whom may act, were substituted.

D. The property in Phase Three is further subject to the lien of a deed of trust from Declarant to the Trustees, any of whom may act, dated March 29, 2007, which is recorded in the Clerk's Office in Deed Book 3068, page 298.

NOW THEREFORE, Declarant declares that all of the property included in **Meadowbrook, Phase Three** shall be held, transferred, sold, conveyed and occupied subject to the limitations, restrictions and uses contained in the **Declaration of Protective Covenants, Conditions and Restrictions of Meadowbrook**, which covenants, conditions and restrictions shall run with the real estate in Meadowbrook, Phase Three, and shall be binding on and inure to the benefit of all present and future Owners thereof.

The Trustees and the Noteholder identified in Paragraphs C and D of the Recitals join herein to evidence their consent to this Supplemental Declaration and to the dedication of Meadowbrook Subdivision, Phase Three.

WITNESS the following signatures.

SCAKL, L.C.

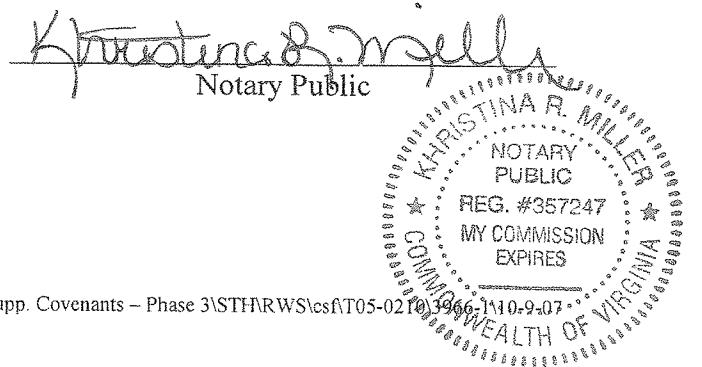
By: Sam F. Huffman
Sam F. Huffman, Manager

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG

The foregoing instrument was acknowledged before me this 25 day of October, 2007, by **Sam F. Huffman**, manager of **SCAKL, L.C.**, on behalf of the company.

My commission expires: Oct 31, 2009.

Notary Registration No. 357247.



Farmers & Merchants Bank, Noteholder

By: Joshua P. Hale

Its: Assistant Vice President

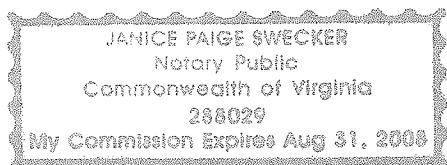
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 29th day of October, 2007,
by Joshua P. Hale, Assistant Vice President of Farmers & Merchants Bank,
on behalf of the bank.

My commission expires: 8/31/2008.

Notary Registration No. 288029.



Janice Paige Svecker
Notary Public

Stephen T. Heitz (SEAL)
Stephen T. Heitz Trustee

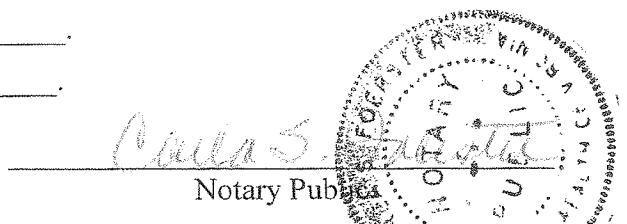
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Harrisonburg

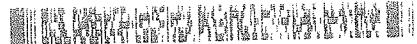
The foregoing instrument was acknowledged before me this 24th day of October, 2007,
by Stephen T. Heitz, Trustee.

My commission expires: 8/31/09.

Notary Registration No. 167367.



Tax Map Nos: 95E-(A)-55B & 95E-(4)-A



SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MEADOWBROOK, PHASE FOUR AND PHASE FIVE B

THIS SUPPLEMENTAL DECLARATION is made this 14th day of April, 2020, by **SCAKL, L.C.**, a Virginia limited liability company, "Declarant" as grantor, **JOHN N. CRIST**, Sole Acting Trustee, index as grantor, and **FARMERS & MERCHANTS BANK** (the "Noteholder").

R E C I T A L S :

A. Declarant recorded an Owners Consent and Dedication for real estate located northeast of North Valley Pike (U. S. Route 11), in Linville District, Rockingham County, Virginia, more particularly shown and described upon a plat made by Benner & Associates, Inc., dated January 25, 2018, entitled **Meadowbrook, Phase Four**, which Owners Consent is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia (the Clerk's Office") in Deed Book 4973, page 653.

B. Declarant owns additional property adjacent to Phase Four more particularly shown and described upon a plat made by Benner & Associates, Inc., dated August 5, 2019, Revised January 24, 2020, entitled **Meadowbrook, Phase Five B**, which Phase Five B Plat is to be recorded in the Clerk's Office prior to this instrument.

C. Declarant recorded a Declaration of Covenants, Conditions and Restrictions of Meadowbrook dated September 1, 2005 in the Clerk's Office in Deed Book 2753, page 181 (the "Declaration"). Section 8, Article VIII of the Declaration permits Declarant to make additional property subject to the terms of the Declaration. Declarant wishes to make the property in Meadowbrook, Phase Four and Phase Five B, subject to the terms of the Declaration.

D. The property within Phase Four and Phase Five B are subject to the lien of a deed of trust from Declarant dated May 23, 2005, which is recorded in the Clerk's Office in Deed Book 2672, page 434, modified by instrument dated March 29, 2006, recorded in the Clerk's Office in Deed Book 2839, page 100, and by instrument dated April 7, 2006, recorded in the

Clerk's Office in Deed Book 2844, page 84, securing two (2) notes from Declarant to SunTrust Bank. The notes secured by the deed of trust were assigned to Farmers & Merchants Bank by instrument dated November 1, 2006, recorded in the Clerk's Office in Deed Book 2974, page 204. Thereafter, the deed of trust was modified and supplemented by instrument dated November 2, 2006, recorded in the Clerk's Office in Deed Book 2974, page 208, in which Trustee, were substituted. The property in Phase Four and Phase Five B are further subject to the lien of a deed of dated March 29, 2007, which is recorded in the Clerk's Office in Deed Book 3068, page 298.

E. The Declarant desires to add an additional restrictive covenant for the lots in Phase Five B.

NOW THEREFORE, Declarant declares that all of the property included in **Meadowbrook, Phase Four** shall be held, transferred, sold, conveyed and occupied subject to the limitations, restrictions and uses contained in the **Declaration of Protective Covenants, Conditions and Restrictions of Meadowbrook**, which covenants, conditions and restrictions shall run with the real estate in Meadowbrook, Phase Four, and shall be binding on and inure to the benefit of all present and future Owners thereof.

Declarant declares that all of the property included in **Meadowbrook, Phase Five B** shall be held, transferred, sold, conveyed and occupied subject to the limitations, restrictions and uses contained in the **Declaration of Protective Covenants, Conditions and Restrictions of Meadowbrook**, as well as an additional restrictive covenant that the minimum tree coverage on each Lot shall be tiered at either 33% for Lots containing less than 12,000 square feet or 50% for Lots containing more than 11,999 square feet, which covenants, conditions and restrictions shall run with the real estate in Meadowbrook, Phase Five B, and shall be binding on and inure to the benefit of all present and future Owners thereof.

The Trustee and the Noteholder identified in Paragraph D of the Recitals join herein to evidence their consent to a) this Supplemental Declaration, b) the dedication of Meadowbrook Subdivision, Phase Four and Phase Five B, and c) the dedication of 1.262 acres in Phase Four and 0.609 acres in Phase Five B for public streets.

WITNESS the following signatures.



(SEAL)

John N. Crist, Trustee

SCAKL, L.C.

By:



Sam F. Huffman, Manager

Farmers & Merchants Bank, Noteholder

By: Jacqueline D. Burner
Ats: VP-Branch Manager

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG

The foregoing instrument was acknowledged before me this 21st day of April, 2020, by
Sam F. Huffman, manager of SCAKL, L.C., on behalf of the company.

My commission expires: 9-30-2022.
Notary Registration No. 1666893.

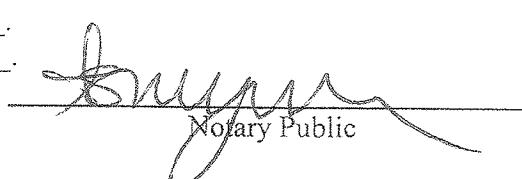


Elizabeth D. McElroy
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Buckingham

The foregoing instrument was acknowledged before me this 17 day of April, 2020, by
Jacqueline D. Burner, Branch Manager of Farmers & Merchants Bank, on
behalf of the bank.

My commission expires: Oct 31, 2021.
Notary Registration No. 75304703.



Ashley Turner McClure
Notary Public

ASHLEY TURNER MCCLURE

Notary Public

Commonwealth of Virginia

Registration No. 7536463

My Commission Expires Oct 31, 2021

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Harrisonburg

The foregoing instrument was acknowledged before me this 21st day of April, 2020, by
John N. Crist, Sole Acting Trustee.

My commission expires: 9-30-2022.
Notary Registration No. 1666893.



Elizabeth D. McElroy
Notary Public