

#2359

DANAC REAL ESTATES INVESTMENT CORP., ET AL  
DECLARATION OF COVENANTS, CONDITIONS, &  
RESTRICTIONS

\*\*\*\*\*

Mailed to  
DANAC Real Estate  
7315 Wisconsin Ave.  
Bethesda, Md 20816  
5-14-74

777

BOOK 427 PAGE 777  
DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 6th day of March, 1974, by DANAC Real Estate Investment Corporation, a Virginia Corporation, and MFS Service Corporation, a Maryland Corporation, hereinafter referred to collectively as "DANAC and MFS"; Lakeview Townhouses, Inc., a Virginia non-stock, non-profit Corporation, hereinafter referred to as "Lakeview"; Paul L. Wilson and Anne L. Wilson, his wife, John C. Miller, unmarried, Karen L. Ireland, a feme sole, Doris E. Cramer, widow, Jimmy B. Contristan and Candace L. Contristan, his wife, Production Construction, Inc., a Virginia Corporation, and Sandra G. Nay, divorced, hereinafter referred to as "Existing Owners"; J. Frederick Larrick, Joseph W. White, Thomas V. Monahan, Robert T. Mitchell, Benjamin M. Butler, Stephen G. Butler, John A. K. Donovan, A. T. Kelley, E. Eugene Gunter, Lawrence R. Ambrogi, Joseph A. Massie, Jr., and George G. Snarr, Jr., Trustees, hereinafter referred to as "Trustees"; and Metropolitan Federal Savings and Loan Association of Bethesda, Maryland, Winchester Credit Corporation, Shenandoah Valley National Bank of Winchester, S. Herbert Shackelford and Madge H. Shackelford, and Dominion National Bank of Falls Church, Virginia, hereinafter referred to as "Beneficiaries".

WITNESSETH:

WHEREAS, DANAC and MFS are the owners of certain real properties (hereinafter referred to as "Lots") located about five miles South of the City of Winchester, in Opequon Magisterial District, Frederick County, Virginia, acquired by deed of Joseph W. White and J. Frederick Larrick, Trustees, dated January 15, 1974 and recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in Deed Book 423, Page 560, as follows:

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

## BOOK 427 PAGE 778

- a. LAKEVIEW TOWNHOUSES, UNIT I, Building 1, Lots A through D; Building 2, Lots A through D; Building 3, Lots A through D; Building 4, Lots A through D; and Building 5, Lots A through D; described by plat recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, in Deed Book 409, at Page 4;
- b. LAKEVIEW TOWNHOUSES, UNIT II, Building 6, Lots A through E; Building 7, Lots A through E; Building 8, Lots A through E; described by plat recorded in said Clerk's Office in Deed Book 398, at Page 451;
- c. LAKEVIEW TOWNHOUSES, UNIT III, Building 9, Lots A through E; Building 10, Lots A through E; and Building 11, Lots A through E; described by plat recorded in said Clerk's Office in Deed Book 409, at Page 5

LESS: Lots previously conveyed to Existing Owners, as follows:

- a. To Paul L. Wilson, et ux, by deed dated January 31, 1974, and recorded in said Clerk's Office in Deed Book 424, at Page 365, Lots A, B, C, and D of Building 5, Unit I
- b. To John C. Miller, by deed dated May 22, 1973, and recorded in said Clerk's Office in Deed Book 410, at Page 422, Lot A, Building 2, Unit I
- c. To Karen L. Ireland, by deed dated May 19, 1973, and recorded in said Clerk's Office in Deed Book 410, at Page 413, Lot D, Building 4, Unit I
- d. To Doris E. Cramer, by deed dated May 19, 1973, and recorded in said Clerk's Office in Deed Book 410, at Page 404, Lot A, Building 4, Unit I
- e. To Jimmy B. Contristan and Candace L. Contristan, his wife, by deed dated October 18, 1972, and recorded in said Clerk's Office in Deed Book 400, at Page 32, Lot E, Building 6, Unit II
- f. To Production Construction, Inc., by deed dated November 10, 1973, and recorded in said Clerk's Office in Deed Book 420, at Page 685, Lot A, Building 6, Unit II
- g. To Sandra G. Nay, by deed dated October 18, 1972, and recorded in said Clerk's Office in Deed Book 398, at Page 675, Lot B, Building 6, Unit II

WHEREAS, the properties described above are encumbered by certain deeds of trust, as follows:

1. Dated February 25, 1972; recorded in said Clerk's Office in Deed Book 387, Page 338; securing Metropolitan Federal Savings and Loan Association of Bethesda, Maryland, assignee of Old Dominion Savings and Loan Association; J. Frederick Larrick and Joseph W. White, Trustees.

BOOK 427 PAGE 779

2. Dated May 19, 1972; recorded in said Clerk's Office in Deed Book 391, Page 144; securing Metropolitan Federal Savings and Loan Association of Bethesda, Maryland, assignee of Old Dominion Savings and Loan Association; J. Frederick Larrick and Joseph W. White, Trustees.
3. Dated August 11, 1972; recorded in said Clerk's Office in Deed Book 394, Page 518; securing Metropolitan Federal Savings and Loan Association of Bethesda, Maryland, assignee of Virginia Savings and Loan Association; J. Frederick Larrick and Joseph W. White, Trustees.
4. Dated December 20, 1972; recorded in said Clerk's Office in Deed Book 401, Page 553; securing Metropolitan Federal Savings and Loan Association of Bethesda, Maryland, assignee of North American Bank and Trust; J. Frederick Larrick and Joseph W. White, Trustees.
5. Dated June 15, 1973; recorded in said Clerk's Office in Deed Book 411, Page 137; securing Shenandoah Valley National Bank of Winchester; Thomas V. Monahan and Robert T. Mitchell, Trustees.
6. Dated June 15, 1973; recorded in said Clerk's Office in Deed Book 411, Page 142; securing S. Herbert Shackelford and Madge H. Shackelford and Winchester Credit Corporation; Thomas V. Monahan and Robert T. Mitchell, Trustees.
7. Dated June 7, 1973; recorded in said Clerk's Office in Deed Book 410, Page 428; securing Shenandoah Valley National Bank of Winchester; Benjamin M. Butler and Stephen G. Butler, Trustees.
8. Dated June 7, 1973; recorded in said Clerk's Office in Deed Book 410, Page 419; securing Shenandoah Valley National Bank of Winchester; Benjamin M. Butler and Stephen G. Butler, Trustees.
9. Dated June 7, 1973; recorded in said Clerk's Office in Deed Book 410, Page 410; securing Shenandoah Valley National Bank of Winchester; Benjamin M. Butler and Stephen G. Butler, Trustees.
10. Dated October 31, 1972; recorded in said Clerk's Office in Deed Book 400, Page 36; securing Dominion National Bank of Falls Church, Virginia; John A. K. Donovan and A. T. Kelley, Trustees.
11. Dated January 23, 1973; recorded in said Clerk's Office in Deed Book 403, Page 412; securing Shenandoah Valley National Bank of Winchester; E. Eugene Gunter and Lawrence R. Ambrogi, Trustees.

- BOOK 427 PAGE 730
12. Dated November 6, 1972; recorded in said Clerk's Office in Deed Book 398, Page 679; securing Shenandoah Valley National Bank of Winchester; Joseph A. Massie, Jr. and George G. Snarr, Jr., Trustees.

WHEREAS, Lakeview has acquired for the common use and enjoyment of Existing Owners and Future Owners, all of whom hold or shall hold membership in Lakeview, certain land in Opequon Magisterial District, Frederick County, Virginia, (hereinafter referred to as "Common Area") more particularly described as follows:

- 1: 1.659 acres, conveyed to Lakeview by deed dated May 18, 1973, and recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, in Deed Book 409, at Page 460
- 2: 2.452 acres and 2.579 acres, plus two parcels of 0.410 acres and 0.493 acres known as "Hackberry Drive", conveyed to Lakeview by deed dated March 1, 1973 and recorded in said Clerk's Office immediately preceding this instrument.
- 3: Two parcels identified as "Chinkapin Drive" and "Lakeside Recreational" on plats recorded in said Clerk's Office in Deed Book 410, Pages 391 and 392, respectively, conveyed to Lakeview by deed dated December 3, 1973, and recorded in said Clerk's Office in Deed Book 422, Page 65

AND WHEREAS, by Deeds of Dedication, dated October 18, 1972, and May 18, 1973, and recorded in said Clerk's Office in Deed Book 398, Page 448, and in Deed Book 409, Page 1, respectively, and by deed dated May 28, 1973, and recorded in said Clerk's Office in Deed Book 409, Page 460, said Lots and a portion of said Common Area were made subject to certain covenants real to run with the land, set forth therein;

NOW, THEREFORE, DANAC and MFS, Lakeview, Existing Owners, Trustees and Beneficiaries, who are the owners of all interests in all of said Lots and Common Area (hereinafter referred to as "Properties"), agree and hereby declare that said covenants real hereafter shall be of no legal force or effect whatever.

BOOK 427 PAGE 731

AND WHEREAS, DANAC and MFS, Lakeview, Existing Owners, Trustees and Beneficiaries desire that the Properties hereafter shall be subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, DANAC and MFS, Lakeview, Existing Owners, Trustees and Beneficiaries hereby declare that all of the Properties described above hereafter shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof. These easements, covenants, restrictions and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described Properties or any part thereof, and shall inure to the benefit of each Owner thereof.

## ARTICLE I

## DEFINITIONS

Section 1. "Lakeview" shall mean and refer to Lakeview Townhouses, Incorporated, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additional Lots and Common Area as may hereafter be annexed and brought within the jurisdiction of Lakeview.

Section 3. "Common Area" shall mean and refer to all real property owned by Lakeview for the common use and enjoyment of the members of Lakeview.

Section 4. "Lot" shall mean and refer to any plot of land lying within the Properties shown upon any recorded subdivision map, with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in Lakeview.

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 427 PAGE 732

Section 6. "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 7. "DANAC and MFS" shall mean and refer to DANAC Real Estate Investment Corporation and MFS Service Corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from DANAC and MFS for the purpose of development.

Section 8. "Existing Owners" shall mean and refer to owners of record, fee simple title to any Lot prior to the recordation of this Declaration.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Additional properties may be annexed in accordance with the By-Laws of Lakeview. If DANAC and MFS should develop additional land adjacent to the Properties described above, such additional land may be annexed to said Properties without the assent of any other members of Lakeview.

## ARTICLE III

### MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by Lakeview, including contract sellers, shall be a member of Lakeview. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by Lakeview. Ownership of such Lot shall be the sole qualification for membership.

BOOK 427 PAGE 733

## ARTICLE IV

## PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and a right of way over all roads in the Common Area for ingress and egress to and from State Highway No. 642. Such easement and right of way shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of Lakeview to limit the number of guests of members;
- (b) the right of Lakeview to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of Lakeview, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof encumber said property by deeds of trust, and the rights in said properties of the trustees thereof and the holders of obligations secured thereby shall be subordinate to the rights of the members;
- (d) the right of Lakeview to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;
- (e) the right of Lakeview to dedicate or transfer all or any 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.
- (f) the right of the individual Owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate,

BOOK 427 PAGE 734

in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. DANAC and MFS hereby covenant for themselves, their successors and assigns, that fee simple title to the Common Area has been and shall in the future be conveyed to Lakeview free and clear of all encumbrances and liens.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. Lakeview shall permanently assign two vehicular parking spaces for each dwelling.

Section 5. Utility Easements. Easements and rights-of-way shall be and have been conveyed for the benefit of governmental agencies, authorities or instrumentalities, and for the benefit of public utilities, and for the benefit of Lakeview and for the benefit of Owners, on, under, and through the Properties for the ownership, use, operation, maintenance, repair and replacement of water, sewage, gas, electrical, and other facilities, including lines, pipes, wires, valves, switches, etc., and all parts of the Properties may be entered under reasonable circumstances for the maintenance and repair of the aforementioned utilities or of the facilities.

Section 6. Destruction of a Townhouse. In the event a townhouse is destroyed, the Owner thereof shall begin reconstruction within a reasonable time or excavate and clear away the remaining portions of the townhouse, and maintain the Lot in a neat and orderly condition. If the Owner fails to perform such clearance or maintenance for a period exceeding sixty (60) days,



BOOK 427 PAGE 785

Lakeview shall perform the same and the expenses thereof shall be a lien on the particular Lot as subject to collection under Section 8 hereof.

Section 7. Reconstruction of Townhouse. In the event a townhouse is destroyed, no structure other than a townhouse of the same dimensions and similar architecture and as approved pursuant to Article VIII hereof shall be constructed in place of the original structure.

Section 8. Easement for Encroachments. Each townhouse Owner is entitled to an exclusive easement for the use and enjoyment of the air space within a reasonable distance above and below such townhouse, and patio area on each respective Lot. If a townhouse Lot shall encroach on any Common Area or any other townhouse Lot by reason of original construction or by the non-purposeful or non-negligent act of the townhouse Owner, then such easement shall be appurtenant to such encroaching townhouse Lot, to the extent of such encroachment, and such easement shall exist so long as such encroachment exists. If any Common Area shall similarly encroach on any townhouse Lot, then an easement appurtenant to such Common Area shall similarly exist.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

##### Section 1. Creation of the Lien for Assessments.

DANAC and MFS, and Existing Owners, for each Lot owned by them, hereby covenant, and each subsequent Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to Lakeview: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as provided in the By-Laws of Lakeview. The annual and special assessments, together with such interest thereon and costs of

BOOK 427 PAGE 736

collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Certificates. Lakeview shall upon demand at any time furnish a certificate in writing signed by an officer of Lakeview setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 3. Effect of Nonpayment of Assessments: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7) percent per annum, and Lakeview may foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Section 4. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot by the Trustee upon foreclosure of any deed of trust shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all Properties dedicated to and accepted by a local public authority;
- (b) the Common Area; and

BOOK 427 PAGE 737

(c) all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VI

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

BOOK 427 PAGE 738

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made except those constructed by or on behalf of DANAC and MFS, until the plans and specifications showing the nature, kind, shape, height, materials, 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 Board of Directors of Lakeview, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, 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 VIII

##### USE RESTRICTIONS

The use of the property shall be in accordance with the following provisions as long as the buildings exist on the Properties in useful condition:

Section 1. Townhouses. Each of the Lots shall be occupied only by a single Townhouse, and each Townhouse shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No townhouse may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, without first amending this Declaration to show the changes in the townhouses to be affected thereby.

BOOK 427 PAGE 789

Section 2. Common Area. The Common Area shall be

used only for the purposes for which it is intended in the furnishing of services and facilities for the enjoyment of the Owners.

Section 3. Nuisances. No nuisance shall be allowed upon the Properties nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by its residents. The Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

Section 4. Lawful Use. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Properties shall be the same as the responsibility for the maintenance and repair of the improvements concerned.

Section 5. Leasing. All present or future Owners, or any other person that might use any Lot or the Common Area in any manner, are subject to the provisions of this Declaration and the mere acquisition or rental of any of the townhouses, or the mere act of occupancy of any townhouses shall signify that the provisions of this Declaration are accepted and ratified.

The respective townhouses shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as a rental for any period less than sixty (60) days. Other than the foregoing obligations, the Owners of the respective townhouses shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions herein contained.

Section 6. Animals. No animals shall be kept or maintained on the Properties, excepting only household pets. No

BOOK 427 PAGE 730

dogs shall be allowed to roam unleashed and unattended upon the Properties.

Section 7. Temporary Buildings and Dwellings, Trailers Boats, Motor Vehicles, etc. No tractor-trailers, campers or mobile dwellings, trailers, boats, unlicensed or inoperative motor vehicles, or temporary buildings shall be kept, erected or maintained on the Properties.

Section 8. Proviso. Neither the Owners nor Lakeview nor the Owner's use of the Properties shall interfere with the completion of any contemplated improvements and the sale of the townhouses by DANAC and MFS. DANAC and MFS may make such use of the unsold townhouses and Common Area as may facilitate construction and sales, including but not limited to the temporary use, parking and maintenance of such buildings and vehicles as may be reasonably necessary for construction, the maintenance of a sales office, the showing of the units and the display of signs.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. Lakeview, 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 Lakeview 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 wise 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, and shall

BOOK 427 PAGE 731

inure to the benefit of and be enforceable by Lakeview, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 1974.

DANAC Real Estate Investment Corporation

By

Larry H. Blum  
PRESIDENT

ATTEST:

William O. Schmitt  
ASST. SECRETARY

MFS Service Corporation

By

Robert H. Lelling  
PRESIDENT

ATTEST:

William J. Jones  
SECRETARY

Lakeview Townhouses, Inc.

By

Robert H. Lelling

ATTEST:

Robert H. Lelling

Paul L. Wilson (SEAL)

Anne L. Wilson (SEAL)

John C. Miller (SEAL)

Karen L. Ireland (SEAL)

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 427 PAGE 732

Doris E. Cramer (SEAL)  
Doris E. Cramer

Jimmy B. Contristan (SEAL)  
Jimmy B. Contristan

Candace L. Contristan (SEAL)  
Candace L. Contristan

Production Construction, Inc.

By Walter K. Smith - president

ATTEST:

Angela B. Smith,  
sec.

Sandra G. Nay (SEAL)  
Sandra G. Nay

J. Frederick Larrick (SEAL)  
J. Frederick Larrick

Joseph W. White (SEAL)  
Joseph W. White

Thomas V. Monahan (SEAL)  
Thomas V. Monahan

Robert T. Mitchell, Jr. (SEAL)  
Robert T. Mitchell, Jr.

Benjamin M. Butler (SEAL)  
Benjamin M. Butler

Stephen G. Butler (SEAL)  
Stephen G. Butler

John A. K. Donovan (SEAL)  
John A. K. Donovan

A. T. Kelley (SEAL)  
A. T. Kelley

E. Eugene Gunter (SEAL)  
E. Eugene Gunter

Lawrence R. Ambrogio (SEAL)  
Lawrence R. Ambrogio

Joseph A. Massie, Jr. (SEAL)  
Joseph A. Massie, Jr.



BOOK 127 PAGE 733

George G. Snarr, Jr. (SEAL)  
George G. Snarr, Jr. Trustee

Metropolitan Federal Savings and  
Loan Association

By James D. [Signature] President

ATTEST:

Lucia C. [Signature]  
Assistant Secretary

Winchester Credit Corporation

By James [Signature] Trust Secy Treas.

ATTEST:

John [Signature]  
V-Pres.

Shenandoah Valley National Bank

By John [Signature]  
Senior Vice President

ATTEST:

John [Signature]

Herbert Shackelford (SEAL)  
S. Herbert Shackelford

Madge W. Shackelford (SEAL)  
Madge W. Shackelford

Dominion National Bank

By Viola [Signature]  
Vice President

ATTEST:

Mariline [Signature]  
Asst. V.P.

STATE OF Maryland

COUNTY OF Montgomery, to-wit:

I, William A. Johnson, a Notary Public of and for  
the State and County aforesaid, certify that IRVING H. Beeman  
and William F. Schmidt, whose names as President and  
Asst Secretary, respectively, of DANAC Real Estate Investment  
Corporation, are signed to the foregoing writing, bearing date  
on the \_\_\_\_ day of \_\_\_\_\_, 1974, personally appeared  
before me in my State and County aforesaid, and in the name and  
on behalf of the said Corporation acknowledged the said writing

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 427 PAGE 734

as the act and deed of the said Corporation and made oath that they are PRESIDENT and Asst. Secretary of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 6<sup>th</sup> day of MARCH, 1974.

My commission expires July 1, 1974.

Therion C. Johnson  
Notary Public

STATE OF MARYLAND,

COUNTY OF MONTGOMERY, to-wit:

I, Marian W. Schultz, a Notary Public of and for the State and County aforesaid, certify that Robert W. Lebling and Wallace L. Davis, whose names as President and Secretary, respectively, of MFS Service Corporation, are signed to the foregoing writing, bearing date on the 6th day of March, 1974, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Corporation acknowledged the said writing as the act and deed of the said Corporation and made oath that they are President and Secretary of the said Corporation and that

the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 6th day of March, 1974.

My commission expires July 1, 1974.

Marian W. Schultz  
Marian W. Schultz Notary Public

STATE OF Virginia,

COUNTY OF Frederick, to-wit:

I, Karen Tyler Locke, a Notary Public of and for the State and County aforesaid, certify that S. Herbert Stickleford and Moche H. Stickleford, whose names as President and

BOOK 427 PAGE 735

Secretary, respectively, of Lakeview Townhouses, Inc., are signed to the foregoing writing, bearing date on the 6<sup>th</sup> day of March, 1974, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Corporation acknowledged the said writing as the act and deed of the said Corporation and made oath that they are President and Secretary of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 5<sup>th</sup> day of May

My commission expires June 5, 1977

Karen Tyler Locke  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Karen Tyler Locke, a Notary Public of and for the State and County aforesaid, do certify that Paul L. Wilson and Anne L. Wilson, whose names are signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day of March, 1974, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 29<sup>th</sup> day of April

My commission expires June 5, 1977

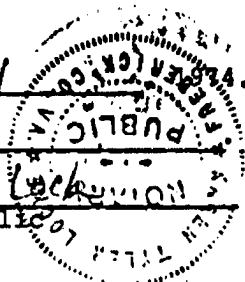
Karen Tyler Locke  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Karen Tyler Locke, a Notary Public of and for the State and County aforesaid, do certify that John C. Miller, whose name is signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day of March, 1974, has acknowledged the same before me in my State and County aforesaid.

BOOK 427 PAGE 736

Given under my hand this 30<sup>th</sup> day of AprilMy commission expires June 5, 1977Karen Tyler Lockwood  
Notary Public

STATE OF VIRGINIA,

COUNTY OF FREDERICK, to-wit:I, JACK R. IRELAND a Notary Public of and

for the State and County aforesaid, do certify that Karen L.

Ireland, whose name is signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day of MARCH, 1974, has acknowledged the same before me in my State and County aforesaid.Given under my hand this 3<sup>rd</sup> day of MAY, 1974.My commission expires OCTOBER 18<sup>th</sup> 1975Jack R. Ireland  
Notary Public

STATE OF VIRGINIA,

COUNTY OF FREDERICK, to-wit:I, JACK R. IRELAND, a Notary Public of and

for the State and County aforesaid, do certify that Doris E.

Cramer, whose name is signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day of MARCH, 1974, has acknowledged the same before me in my State and County aforesaid.Given under my hand this 28<sup>th</sup> day of MARCH, 1974.My commission expires OCTOBER 18<sup>th</sup> 1975Jack R. Ireland  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Fauquier, to-wit:I, Ronald W. Lick, a Notary Public of and

for the State and County aforesaid, do certify that Jimmy B.

Contristan and Candace L. Contristan, whose names are signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day ofMarch, 1974, have acknowledged the same before me in my State and County aforesaid.

BOOK 427 PAGE 737

Given under my hand this 30<sup>th</sup> day of March, 1974.My commission expires April 3, 1974Donald W. Bailey  
Notary PublicSTATE OF VIRGINIA,COUNTY OF Mecklenburg, to-wit:

I, Joan M. Cannon, a Notary Public of and for the State and County aforesaid, certify that Michael C. Smith and Angela R. Smith, whose names as President and Secretary, respectively, of Production Construction, Inc., are signed to the foregoing writing, bearing date on the 25<sup>th</sup> day of April, 1974, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Corporation acknowledged the said writing as the act and deed of the said Corporation and made oath that they are President and Secretary of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 30<sup>th</sup> day of April, 1974.My commission expires Dec. 31, 1974Joan M. Cannon  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Karen Tyler Locke, a Notary Public of and for the State and County aforesaid, do certify that Sandra G. Nay, whose name is signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day of March, 1974, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 17<sup>th</sup> day of April, 1974.My commission expires June 5, 1977Karen Tyler Locke  
Notary PublicLAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 437 PAGE 798

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, L. Hally Hofmann, a Notary Public of and for the State and County aforesaid, do certify that Thomas V. Monahan and Robert T. Mitchell, <sup>trustees</sup> whose names are signed to the foregoing instrument, bearing date on the 25<sup>th</sup> day of March, 1974, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 25<sup>th</sup> day of March, 1974.My commission expires December 4, 1977.

L. Hally Hofmann  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Sharon Borrer, a Notary Public of and for the State and County aforesaid, do certify that Benjamin M. Butler and Stephen G. Butler, whose names are signed to the foregoing instrument, bearing date on the 6 day of March, 1974, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 22 day of March, 1974.My commission expires August 31, 1974.

Sharon Borrer  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Fairfax, to-wit:

I, Kurt H. Rauscher, a Notary Public of and for the State and County aforesaid, do certify that John A. K. Donovan, whose name is signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day of March, 1974, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 10<sup>th</sup> day of April, 1974.My commission expires MY COMMISSION EXPIRES OCT. 18, 1977.

Kurt H. Rauscher  
Notary Public

Kurt H. Rauscher

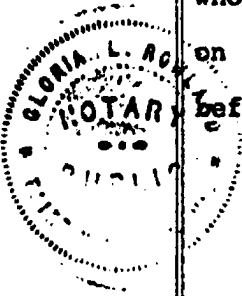


BOOK 427 PAGE 739

STATE OF VIRGINIA,

COUNTY OF Fairfax, to-wit:

I, J. Donald Pauland, a Notary Public of and for the State and County aforesaid, do certify that A. T. Kelley, whose name is signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day of March, 1974, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 2<sup>nd</sup> day of April, 1974.My commission expires March 8, 1977.J. Donald Pauland  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Phyllis D. White, a Notary Public of and for the State and County aforesaid, do certify that E. Eugene Gunter, whose name is signed to the foregoing instrument, bearing date on the 16<sup>th</sup> day of March, 1974, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 26<sup>th</sup> day of March, 1974.My commission expires Jan. 28, 1975.Phyllis D. White  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Ann C. Reeky, a Notary Public of and for the State and County aforesaid, do certify that Lawrence R. Ambrogi, whose name is signed to the foregoing instrument, bearing date on the 6<sup>th</sup> day of March, 1974, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 22<sup>nd</sup> day of March, 1974.My commission expires January 13, 1976.Ann C. Reeky  
Notary Public

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 427 PAGE 200

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Ruth L. Flippin, a Notary Public of and for the State and County aforesaid, do certify that Joseph A. Massie, Jr., and George G. Snarr, Jr., <sup>Trustees</sup> whose names are signed to the foregoing instrument, bearing date on the 16 day of March, 1974, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 22 day of March, 1974.

My commission expires April 5, 1977.

Ruth L. Flippin  
Notary Public

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

I, Marian W. Schultz, a Notary Public of and for the State and County aforesaid, certify that Jessie Hilderbrand and Cecelia C. Keenan, whose names as President and Assistant Secretary, respectively, of Metropolitan Federal Savings and Loan Association, are signed to the foregoing writing, bearing date on the 6th day of March, 1974, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Corporation acknowledged the said writing as the act and deed of the said Corporation and made oath that they are President and Assistant Secretary of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 6th day of March, 1974.

My commission expires July 1, 1974.

Marian W. Schultz  
Notary Public

LARRICK AND WHITE  
WINCHESTER, VIRGINIA



BOOK 427 PAGE 231

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public of and for the State and County aforesaid, certify that \_\_\_\_\_ and \_\_\_\_\_, whose names as \_\_\_\_\_ and \_\_\_\_\_, respectively, of American Standard Homes Corp., are signed to the foregoing writing, bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 1974, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Corporation acknowledged the said writing as the act and deed of the said Corporation and made oath that they are \_\_\_\_\_ and \_\_\_\_\_ of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1974.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary PublicSTATE OF Virginia,COUNTY OF Frederick, to-wit:

I, Rebecca B. Smith, a Notary Public of and for the State and County aforesaid, certify that John Papit and James L. Hickman, whose names as Sr Vice President and Vice President, respectively, of Shenandoah Valley National Bank, are signed to the foregoing writing, bearing date on the 6<sup>th</sup> day of March, 1974, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Bank acknowledged the said writing as the act and deed of the said Bank and made oath that they are Sr Vice Pres and Vice Pres of the said Bank and that the seal affixed to said writing is the true corporate seal of the said Bank and that it has been affixed thereto by due authority.

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 627 PAGE 892

Given under my hand this 22 day of March, 1974.

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

Ann Marie B. Harts  
Notary Public

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Haron J. Bayless, a Notary Public of and for the State and County aforesaid, do certify that S. Herbert Shackelford and Madge H. Shackelford, whose names are signed to the foregoing instrument, bearing date on the 6th day of March, 1974, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 21st day of March, 1974.My commission expires November 13, 1976.Haron J. Bayless  
Notary PublicSTATE OF Virginia,COUNTY OF Talbot, to-wit:

I, John H. Yancy, Jr., a Notary Public of and for the State and County aforesaid, certify that Violet H. Arnold and Elizabeth H. Arnold, whose names as Senior V.P. and Asst. V.P., respectively, of Dominion National Bank, are signed to the foregoing writing, bearing date on the 6 day of March, 1974, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Bank acknowledged the said writing as the act and deed of the said Bank and made oath that they are Senior V.P. and Asst. V.P. of the said Bank and that the seal affixed to said writing is the true corporate seal of the said Bank and that it has been affixed thereto by due authority.

Given under my hand this 8 day of March, 1974.My commission expires 3-21-76.John H. Yancy, Jr.  
Notary Public

BOOK 427 PAGE 803

STATE OF VIRGINIA,

COUNTY OF Frederick, to-wit:

I, Karen J. Bayliss, a Notary Public of and for the State and County aforesaid, do certify that Joseph W. White and J. Frederick Larrick, whose names are signed to the foregoing instrument, bearing date on the 6th day of March, 1974, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 21st day of March, 1974.

My commission expires November 13, 1976.

Karen J. Bayliss  
Notary Public

VIRGINIA FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on the 6th day of May, 1974, at 11:05 A.M. and with certificate of acknowledgment thereto annexed was admitted to record.

George B. Whitacre Clerk

\*\*\*\*\*  
#3526  
DANAC REAL ESTATE INVESTMENT CORP., ET AL  
TO: :: DEED OF CORRECTION  
LAKEVIEW TOWNHOUSES  
\*\*\*\*\*

Deed to *Seamus H. Butler*  
*Attorney for Danac*  
DATE 11-26-75

BOOK 435 PAGE 457  
THIS DEED OF CORRECTION, made this 2nd day of AUGUST,

1974, between DANAC Real Estate Investment Corporation, a Virginia Corporation, and MFS Service Corporation, a Maryland Corporation, of the first part, hereinafter called the Grantors; Lakeview Townhouses, Incorporated, a Virginia Corporation, of the second part, hereinafter called the Grantee; Joseph W. White, Trustee, of the third part, hereinafter called the Trustee; and Metropolitan Federal Savings and Loan Association, of the fourth part, hereinafter called the Beneficiary.

WHEREAS, by deed dated March 4, 1974, and recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia in Deed Book 426, at Page 52, the Grantors conveyed to the Grantee four (4) certain parcels of land in Frederick County, Virginia, said conveyance containing an erroneous description of part of the land therein conveyed; and,

WHEREAS, it is the desire of the parties hereto to correct said description by excepting from that conveyance the Townhouses in Unit II of Lakeview Townhouses instead of those in Unit I;

NOW THEREFORE WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration receipt whereof is hereby acknowledged, the Grantors do grant and convey, with General Warranty of Title, unto the Grantee, in fee simple, together with all rights, privileges and appurtenances thereto belonging, all of those certain tracts or parcels of land lying and being situate in Opequon Magisterial District, Frederick County, Virginia, more particularly described as those four (4) certain parcels of land containing 2.452 acres, 2.579 acres, 0.410 acre and 0.493 acre, identified

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 435 PAGE 468

as Lakeview Townhouses Unit II, Lakeview Townhouses Unit III, and Hackberry Drive on the plat of survey of Higgs and Shumate, Surveyors, dated July 2, 1973, of record in said Clerk's Office in Deed Book 426 at Pages 58 - 65; and being a portion of the land conveyed to the Grantors by deed of Joseph W. White and J. Frederick Larrick, Trustees, dated January 15, 1974, and recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, in Deed Book 423, Page 560;

LESS, HOWEVER, those certain lots of land identified as Lakeview Townhouses Unit II, Building 6, Lots A, B, C, D and E; Building 7, Lots A, B, C, D and E; Building 8, Lots A, B, C, D and E; and also those certain lots identified as Lakeview Townhouses Unit III, Building 9, Lots A, B, C, D and E; Building 10, Lots A, B, C, D and E; Building 11, Lots A, B, C, D and E; all said lots being shown on the plats prepared by Higgs and Shumate, Surveyors, dated October 16, 1972, and recorded in said Clerk's Office in Deed Book 409, Pages 4 and 5, to which reference is made for a more particular description of said lots.

The Grantors reserve for the benefit of themselves, their heirs, successors and assigns a right of way over the land herein conveyed, all streets and parking areas shown on the attached plats and the roads described as "Hackberry Drive" and "Chinkapin Drive" on the attached plats for ingress and egress to and from State Highway No. 642, and each of the lots shown on the plats hereto attached.

WHEREAS, Metropolitan Federal Savings and Loan Association, assignee of Old Dominion Savings and Loan Association and Virginia Savings and Loan Association, being the owner and holder of

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 405 PAGE 469

the unpaid notes secured by deeds of trust from S. Herbert Shackelford and Madge H. Shackelford, his wife, to J. Frederick Larrick and Joseph W. White, Trustees, dated May 19, 1972, and August 11, 1972, and recorded, respectively, in said Clerk's Office in Deed Book 391, Page 144 and in Deed Book 394, Page 518, have requested that the Trustee release from the lien of said Deed of Trust the land herein conveyed;

NOW, THEREFORE, THIS DEED FURTHER WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the Grantors to the Trustee and the Beneficiary, and other valuable consideration, receipt whereof is hereby acknowledged, the Beneficiary, and the Trustee do hereby release and quit-claim unto the Grantee all of the property described in this deed of correction, but it is to be expressly understood that the release of said real estate described herein from the lien of said deeds of trust shall not effect in anywise the lien of said deeds of trust upon any other property thereby conveyed and not released hereby.

The Grantors covenant that they have the right to convey said realty to the Grantee; that the Grantee shall have quiet possession thereof, free from all encumbrances; that they have done no act to encumber the same, and that they will execute such further assurances of title as may be requisite.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:



LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

ATTEST:

William J. Schmitt  
ASST. SECRETARY

DANAC REAL ESTATE INVESTMENT  
CORPORATION

By J. E. Williams  
PRESIDENT

BOOK 435 PAGE 470

MFS SERVICE CORPORATION

By

Robert H. Pelly  
President

ATTEST:

Thomas J. Lewis  
SecretaryJoseph W. White, Trustee (SEAL)  
Joseph W. White, TrusteeMETROPOLITAN FEDERAL SAVINGS AND  
LOAN ASSOCIATION

By

Ray P. Peltz  
Executive Vice President

ATTEST:

Cecilia C. Gorman  
Assistant SecretarySTATE OF MarylandCOUNTY OF Montgomery, to-wit:

I, Alice E. Prather, a Notary Public of and for the  
State and County aforesaid, certify that Jerold E. Williamson and  
William F. Schmidt, whose names as President and  
Assistant Secretary, respectively, of DANAC Real Estate Invest-  
ment Corporation, are signed to the foregoing writing, bearing  
date on the 2nd day of August, 1974, personally appeared before  
me in my State and County aforesaid, and in the name and on be-  
half of the said Corporation acknowledged the said writing as the  
act and deed of the said Corporation and made oath that they are  
President and Asst. Secretary of the said Corporation  
and that the seal affixed to said writing is the true corporate  
seal of the said Corporation and that it has been affixed thereto  
by due authority.

Given under my hand this 2nd day of August, 1974.My commission expires 7-1-78Alice E. Prather  
Notary Public  
Alice E. PratherLAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

BOOK 435 PAGE 471

STATE OF MARYLANDCOUNTY OF MONTGOMERY, to-wit:

I, Alice E. Prather, a Notary Public of and for the State and County aforesaid, certify that Robert W. Lebling and Wallace L. Davis, whose names as President and Secretary, respectively, of MFS Service Corporation, are signed to the foregoing writing, bearing date on the 2nd day of August, 1974, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Corporation acknowledged the said writing as the act and deed of the said Corporation and made oath that they are President and Secretary of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 2nd day of August, 1974.My commission expires 7-1-78

Alice E. Prather  
Alice E. Prather, Notary Public



STATE OF VIRGINIA,

COUNTY OF FREDERICK, to-wit:

I, Betty L. Hurlbary, a Notary Public of and for the State and County aforesaid, do certify that Joseph W. White, Trustee, whose name is signed to the foregoing instrument, bearing date on the 2nd day of August, 1974, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 12th day of Sept., 1974.My commission expires November 22, 1976

Betty L. Hurlbary  
Notary Public

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA



BOOK 435 PAGE 472

STATE OF Maryland,COUNTY OF Montgomery, to-wit:I, Alice E. Prather, a Notary Public of and for theState and County aforesaid, certify that Ray P. Goetz and  
Executive Vice - AssistantCecelia C. Heenan, whose names as President and Secretary

respectively, of Metropolitan Federal Savings and Loan Associa-

tion, are signed to the foregoing writing, bearing date on the

2nd day of August, 1974, personally appeared before me in

my State and County aforesaid, and in the name and on behalf of

the said Corporation acknowledged the said writing as the act

and deed of the said Corporation and made oath that they are

Executive Vice- Assistant  
President and Secretary of the said Corporation and that

the seal affixed to said writing is the true corporate seal of

the said Corporation and that it has been affixed thereto by

due authority.

Given under my hand this 2nd day of August, 1974.My commission expires 7-1-78.Alice E. Prather  
Notary Public  
Alice E. Prather

WISNIA FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on the 19th day of Sept 1974  
at 9:56 A.M. and with certificate of acknowledgment thereto annexed was admitted  
(Book 1).George B. Whitacre Clerk.

\*\*\*\*\*  
#1686 \*  
LAKEVIEW TOWNHOUSES, INC., ET AL \*  
TO: :: :: DEED \*  
CO. OF FREDERICK, VA. \*  
\*\*\*\*\*

BOOK 523 PAGE 387

THIS DEED, made this 2<sup>nd</sup> day of July, 1980,  
by and between Lakeview Townhouses, Incorporated, a Virginia  
Corporation, party of the first part, hereinafter called Lakeview  
Townhouses; DANAC Real Estate Investment Corporation, a Virginia  
Corporation, party of the second part, hereinafter called DANAC;  
MFS Service Corporation, a Maryland Corporation, party of the  
third part, hereinafter called MFS; and the County of Frederick,  
Virginia, party of the fourth party, hereinafter called Grantee.

WITNESSETH: That for and in consideration of the sum of  
One Dollar (\$1.00) and other good and valuable consideration,  
receipt of which is hereby acknowledged, Lakeview Townhouses doth  
hereby grant and convey, with General Warranty of title, unto the  
Grantee, in fee simple, together with all rights, privileges, and  
appurtenances thereto belonging, all those certain tracts or  
parcels of land lying and being situate in Opequon Magisterial  
District, Frederick County, Virginia, identified as "Chinkapin  
Drive" and "Hackberry Drive" on the plats of survey prepared by  
Higgs and Shumate, Surveyors, as follows: "Chinkapin Drive" as  
more particularly described on the plat of survey dated  
November 22, 1972 and of record in the Clerk's Office of the  
Circuit Court of Frederick County, Virginia, in Deed Book 410,  
at Page 388 and "Hackberry Drive" as more particularly described  
on those certain two plats dated July 2, 1973 and of record in  
the said Clerk's Office in Deed Book 426 at Pages 63 and 65; and  
being a portion of that property conveyed to said Lakeview Town-  
houses by deed dated March 4, 1974 from DANAC Real Estate Invest-  
ment Corporation, et al, of record in the aforesaid Clerk's Office  
in Deed Book 426, at Page 52 and also a portion of that certain  
property conveyed to said Lakeview Townhouses by deed dated  
December 3, 1973 from S. Herbert Shackelford, et ux, of record  
in said Clerk's Office in Deed Book 422, at Page 65.

DANAC and MFS, for good and valuable consideration, join in  
this deed for the purpose of conveying unto the Grantee a perpet-

BOOK 523 PAGE 388

ual right and easement to construct, operate, and maintain a drainage ditch for the purpose of draining Chinkapin Drive (it being recited that such drainage easement is granted for the sole purpose of draining such Chinkapin Drive as it is, in substance, presently constituted or to any repairs or replacements of same so long as the size and other characteristics of such Chinkapin Drive remain substantially as they exist on the date hereof) in Lakeside Estates Subdivision, Opequon Magisterial District, Frederick County, Virginia, such drainage easement being twenty (20) feet in width, to begin at the south end of the culvert presently in place under such Chinkapin Drive and then extending southward to the Lake, the precise location of such twenty (20) foot easement being as described on the plat of survey of Thomas A. Shockey, C.L.S. dated June 10, 1980 (copy attached). It is agreed by DANAC and MFS that the Grantee, her agents and assigns, shall have the right to inspect the said drainage ditch and to cut and clear all undergrowth and other obstructions in and along the drainage ditch or adjacent thereto that may in any way endanger or interfere with the proper use of the same.

WITNESS the following signatures and seals:

LAKEVIEW TOWNHOUSES, INCORPORATED

BY: *W. H. Little* (SEAL)

DANAC REAL ESTATE INVESTMENT CORPORATION

BY: *W. H. Little* (SEAL)

MFS SERVICE CORPORATION

BY: *W. H. Little* (SEAL)

HARRISON & JOHNSTON  
ATTORNEYS AT LAW  
WINCHESTER, VIRGINIA

STATE OF Virginia  
County OF Frederick To-wit:

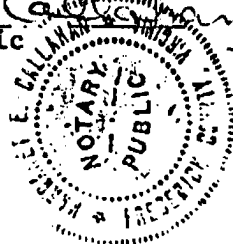
BOOK 523 PAGE 389

I, Margaret E. Callahan, a Notary Public of and for the State and County aforesaid, do hereby certify that B. U. Hettick, whose name as President of Lakeview Townhouses, Incorporated is signed to the foregoing writing, bearing date on the 2nd day of July, 19<sup>80</sup>79, personally appeared before me this day in my said County, and in the name and on behalf of the said Corporation, acknowledged the said writing as the act and deed of the said Corporation, and made oath that he is President of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 3rd day of July, 19<sup>80</sup>.

My commission expires January 25, 1983.

Margaret E. Callahan  
Notary Public



STATE OF Maryland  
County OF Montgomery, To-wit:

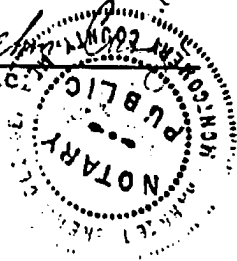
I, Harriet Evelyn Clinger, a Notary Public of and for the State and County aforesaid, do hereby certify that Richard E. Farrell whose name as Vice President of DANAC Real Estate Investment Corporation is signed to the foregoing writing, bearing date on the 30<sup>th</sup> day of June, 19<sup>80</sup>79, personally appeared before me this day in my said County, and in the name and on behalf of the said Corporation, acknowledged the said writing as the act and deed of the said Corporation, and made oath that he is Vice President of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 30<sup>th</sup> day of June, 19<sup>80</sup>79.

BOOK 523 PAGE 390

My commission expires July 1, 1982

Harrison Brecht  
Notary Public



STATE OF Maryland  
County of Montgomery, To-wit:

I, William A. Lemmon, a Notary Public of and  
for the State and County aforesaid, do hereby certify that  
Wallace L. Davis whose name as President

of MFS Service Corporation is signed to the foregoing writing,  
bearing date on the 2nd day of July, 1980, personally  
appeared before me this day in my said County, and in  
the name and on behalf of the said Corporation, acknowledged  
the said writing as the act and deed of the said Corporation, and  
made oath that he is President of the said Corporation and  
that the seal affixed to said writing is the true corporate seal  
of the said Corporation and that it has been affixed thereto by  
due authority.

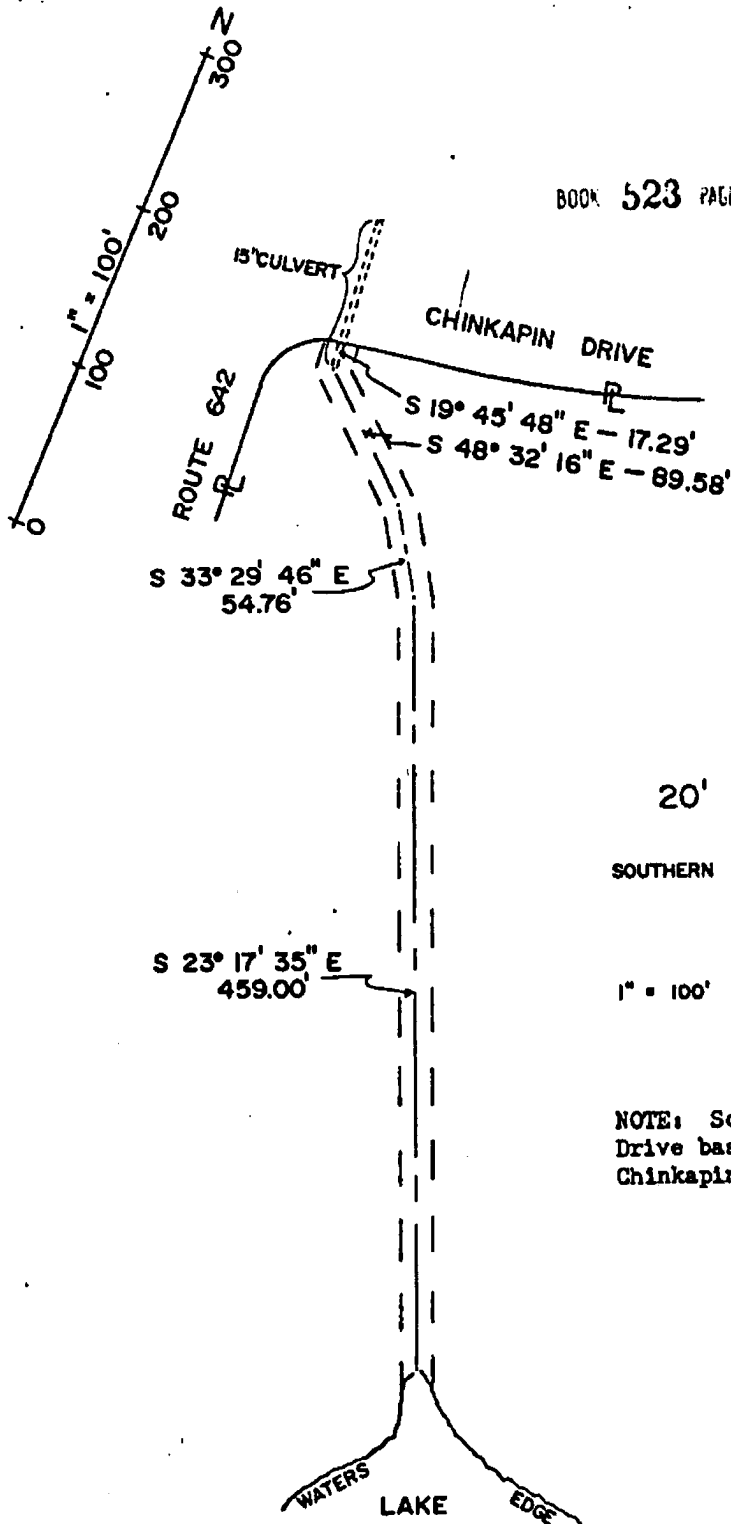
Given under my hand this 2nd day of July, 1980.

My commission expires July 1, 1982

William A. Lemmon  
Notary Public



BOOK 523 PAGE 391

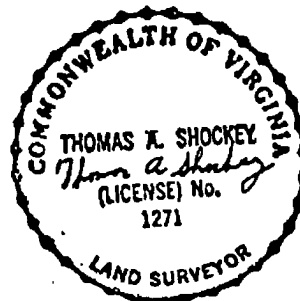


20' DRAINAGE EASEMENT  
FROM  
SOUTHERN PROPERTY LINE OF CHINKAPIN DRIVE  
TO  
LAKE

1" = 100'

JUNE 10, 1980

NOTE: Southern Property Line of Chinkapin Drive based on existing Center Lines of Chinkapin Drive and Route 642.



VIRGINIA FREDERICK COUNTY, SO.

This instrument of writing was produced to me on the 8th day of July 1980 at 3:45pm and with certificate of acknowledgment thereto annexed was admitted to record.

George B. Whitacre Clerk