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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WALNUT RIDGE

BY

BROADWAY DEVELOPMENT GROUP  
A Virginia General Partnership

THIS DECLARATION, made on the date hereinafter set forth by Broadway Development Group, a Virginia General Partnership, hereinafter referred to as "DECLARANTS",

R E C I T A L S :

Declarants are owners of One Hundred (100) lots on the northeast side of Broadway, Virginia, being 29.425 acres, more or less, fronting on the southwest side of Lee Street (State Route No. 42) approximately 1000' northwest of the junction of State Route 42 and State Route No. 259 in the Town of Broadway, Plains District, Rockingham County, Virginia, designated as Parcel 1 in the Trumbo Subdivision, Section 2, described according to a plat and Owner's Consent and Dedication, which is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 1053, at Page 573, which survey was made by Robert F. Jellum, L.S. on January 24, 1991 and revised on February 12, 1991.

ARTICLE I

Section 1. "Association" shall mean and refer to the Walnut Ridge Homeowners' Association.

Section 2. "Properties" shall mean and refer to all the hereinbefore described real property.

Section 3. "Lot" shall mean ~~and refer to~~ any plot of land shown upon any recorded map of the Properties.

Section 4. "Member" shall mean and refer to The Owners who hold membership in the Association.

Section 5. "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 and excluding Declarants. The term shall include "Townhouse Owner".

Section 6. "Declarants" shall mean and refer to Broadway Development Group, a Virginia General Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of development.

Section 7. "Townhouse" shall mean and refer to a single-family residential unit separated from an adjacent unit or units by a vertical wall with no openings in which separate access is provided. The term shall not include a two-family (duplex) dwelling.

Section 8. "Townhouse 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 part of the Properties, upon which a Townhouse is or may be located, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding Declarants.

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Section 9. "Common Areas" shall mean and refer to those areas of land so designated on the recorded subdivision plats of the properties and intended to be devoted to the common use and enjoyment of the Owners.

Section 10. "Parking Lot" shall mean and refer to the parking areas provided for and surrounding the Townhouses.

Section 11. "Private Road" shall mean and refer to the private roadway that links the Parking Lot with the state or town maintained street.

## ARTICLE II

### TITLE TO AND PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Owner Easements of Enjoyment. Every Owner shall have a right of easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. Declarants may retain the legal title to the Common Areas until such time as they have completed improvements contemplated by them and until such time as voting rights have been activated pursuant to Article V.

## ARTICLE III

### RESERVATION OF EASEMENTS

Declarants reserve unto themselves, their successors and assigns, a perpetual, alienable and releasable easement over, upon, across and under the Properties for the erection, maintenance, installation and use of electrical, TV and telephone poles, wires, cables, conduits, sewer lines, water mains, gas or

other public conveniences or utilities, streets, sidewalks, walkways and parking. This easement shall cease as to that part of each Lot as is covered by the dwelling unit. Declarants may further cut drainways for surface water wherever and whenever such action may appear to Declarants to be necessary in order to maintain reasonable standards of health, safety and appearance.

#### ARTICLE IV

##### MEMBERSHIP

Every person or entity who is an Owner shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. 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 the Association. Ownership of such Lot shall be the sole qualification for membership.

#### ARTICLE V

##### VOTING RIGHTS

Section 1. Of Owners. Members shall be all those Owners as defined in Article I with the exception of the Declarants. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Voting

rights shall be activated ~~when sold~~ <sup>when sold</sup> than nineteen (19) Lots have been sold and conveyed by Declarants. Declarant shall be entitled to one vote for each Lot of which it is the record owner.

Section 2. Of Townhouse Owners. Townhouse Owners shall be entitled to vote separately on any matter affecting townhouses only. Voting rights shall be activated when more than nine (9) Townhouse Lots have been sold and conveyed by Declarants. Declarants shall be entitled to one vote for each Lot of which it is the record owner.

#### ARTICLE VI

#### EASEMENT FOR SIDEWALKS, WALKWAYS, COMMON AREAS, THE PARKING LOT AND PRIVATE ROAD

Section 1. Members' Easements. Every member shall have the right to use all sidewalks, walkways and Common Areas and such easements shall be appurtenant to and shall pass with the title to every assessed Lot.

Section 2. Easements for Townhouse Owners. Every Townhouse Owner shall have the right to use the Parking Lot, the Private Road and a five foot strip at the rear of all lots of adjacent townhouse owners.

Section 3. Sharing of Use - Owners. Any Member may share his/her right of enjoyment of the sidewalks, walkways and Common Areas with the members of his/her family, tenants, guests, invitees, or contract purchasers.

Section 4. Parking Rights - Townhouse Owners. The Association shall permanently assign at least two (2) vehicular parking spaces for each Townhouse Owner and each Townhouse Owner

shall have the right of ingress and egress in and upon the Parking Lot.

Section 5. Sharing of Use - Townhouse Owners. Every Townhouse Owner may share his/her right of enjoyment of the Parking Lot, Private Road and associated rights with the members of his/her family, tenants, guests, invitees, or contract purchasers.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Assessment. Each Owner of any Lot, other than Declarants, shall by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges of Seventy-Five Dollars (\$75.00), and (2) special assessments for major improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Such annual and special assessments, together with any interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made in the manner as hereinafter provided, and subject to prior liens upon the property as hereinafter provided. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal

obligation shall not pass to successors in title unless expressly assumed by them. B1168P732

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of all privately maintained sidewalks, walkways Common Areas, including detention pond(s), parking lots and private roads, general liability insurance for claims arising from the use thereof and for administrative costs. The Association shall use such assessments and levies for the general purposes stated above. In the event that any need for maintenance or repair is caused by the willful or negligent act of an Owner, his/her family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 3. Commencement and Maximum of Annual Assessments. From and after January 1 of the year immediately following the conveyance of the twentieth (20th) Lot to an Owner, the annual assessment shall be due from each owner. Such assessment may be increased up to ten per cent (10%) per year effective January 1 of the following year by a majority of the Owners after due consideration of the then current maintenance costs and needs of the Association.

Section 4. Special Assessments for Major Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in

whole or in part, the cost of development, major repair, replacement or resurfacing of sidewalks, walkways or the Common Area, provided that any such assessment must be approved by a majority vote of members, it being understood that failure to obtain at least a two-thirds majority vote of members shall prohibit the levy of any such assessment. The vote shall be taken in person or by proxy at a meeting duly called for this purpose pursuant to the agreed notice required for a meeting. A quorum at such meeting shall be constituted by a majority of the Owners.

Section 5. Uniform Rate of Assessment. Except for the separate assessment for Townhouse Lots, permitted under Section 9, annual and special assessments must be fixed at a uniform rate for all improved Lots as a class.

Section 6. Due Dates. The Association shall fix the amount of the annual assessment against each Lot after the first year at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Association, the annual assessments shall be due sixty (60) days following the date of such notice, unless other due dates are established by the Association, and the annual assessment shall be prorated where sale is made between the annual January 1 assessments dates. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable change may be made by the



Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. 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 maximum interest rate provided by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the maintained areas or abandonment of his/her Lot.

Section 8. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the individual Lots herein, in order to secure the payment of any of the assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first and second mortgages of deeds of trust placed on the property at any time. However, at such time as the Association places of record a notice of delinquency as to any particular Lot then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or

second mortgages or deeds of trust placed of record subsequent to the date of said notice in the same manner as the lien of a docketed judgment in the State of Virginia.

The lien of the assessments provided for herein, whether or not notice has been placed of record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of a similar nature. A statement from the Association showing the balance due on any assessment shall be a prima facie proof of the current assessment balance and delinquency, if any, due on a particular Lot.

Section 9. The Townhouse Assessment on Townhouse Owners because of Parking Lot Maintenance and the Private Road Going to the Townhouses. Each Townhouse Owner shall by acceptance of a deed for his/her lot, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association in addition to any other assessments or charges due from Owners: (1) annual assessments or charges of Fifty Dollars (\$50.00), ("Annual Townhouse Assessment") and (2) special assessments for major improvements to the Parking Lot and Private Road going to the Townhouses, ("Special Townhouse Assessment"), such charges to be fixed, established, and collected from time to time as hereinafter provided. Such Annual and Special Townhouse Assessment, together with any interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the

property against which such Townhouse Assessment is made in the manner as hereinafter provided, and subject to prior liens upon the property as hereinafter provided. Each such Annual and Special Townhouse Assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Townhouse Owner of such property at the time when the Annual and Special Townhouse Assessment fell due. The personal obligation shall not pass to successors in title unless expressly assumed by them.

Section 10. Purpose of Annual and Special Townhouse Assessment. The Annual and Special Townhouse Assessment levied by the Association shall be used by the Association for the improvement and maintenance of the Parking Lot and Private Road and for a portionate share of the cost of administration of the Association, including collection and handling of such assessments. In the event that any need for maintenance or repair is caused by the willful or negligent act of a Townhouse Owner, his/her family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Annual Townhouse Assessment to which such Lot is subject. The Association shall maintain the Parking Lot and the Private Road, including snow removal.

Section 11. Commencement and Maximum of Annual Townhouse Assessments on Townhouse Owners. From and after January 1 of the year immediately following the conveyance of the tenth (10th) Lot to a Townhouse Owner, the Annual Townhouse Assessment shall be due

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from each Townhouse Owner. Such Townhouse Assessment may be increased up to ten per cent (10%) per year effective January 1 of the following year by a majority of the Townhouse Owners after due consideration of the then current maintenance costs and needs of the Townhouse Parking Lots and the Private Road.

Section 12. Special Townhouse Assessments for Major Improvements. Applicable for that year only, the Special Townhouse Assessment may be fixed, for the purpose of defraying, in whole or in part, the cost of major repair, replacement or resurfacing of the Parking Lot and/or the Private Road, provided that any such assessment must be approved by a majority vote of Townhouse Owners, it being understood that failure to obtain at least a majority vote shall prohibit the levy of any such Special Townhouse Assessment. The vote shall be taken in person or by proxy at a meeting duly called for this purpose pursuant to the agreed notice required for a meeting. A quorum at such meeting shall be constituted by a majority of the Townhouse Owners.

Section 13. Uniform Rate of Townhouse Assessment. Annual and Special Townhouse Assessments must be fixed at a uniform rate for all improved Townhouse Lots as a class.

Section 14. Due Dates. The Association shall fix the amount of the Annual Townhouse Assessment against each Townhouse Lot after the first year at least thirty (30) days in advance of each Annual Townhouse Assessment period. Written notice of the Annual Townhouse Assessment shall be sent to every Townhouse Owner subject thereto. Unless otherwise established by the Association,

the Annual Townhouse Assessment shall be due sixty (60) days following the date of such notice, unless other due dates are established by the Association, and the Annual Townhouse Assessment shall be prorated where sale is made between the January 1 Annual Townhouse Assessment dates. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the Annual and Special Townhouse Assessment on a specified Townhouse Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Annual and Special Townhouse Assessment therein stated to have been paid.

Section 15. Effect of Nonpayment of Annual and Special Townhouse Assessment: Remedies of the Association. Any Annual and Special Townhouse Assessment which is not paid when due shall be delinquent. If the Annual and Special Townhouse Assessment is not paid within thirty (30) days after the due date, the Annual and Special Townhouse Assessment shall bear interest from the date of delinquency at the maximum interest rate provided by law, and the Association may bring an action at law against the Townhouse Owner personally obligated to pay the same, or 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 Annual and Special Townhouse Assessment. No Townhouse Owner may waive or otherwise escape liability for the Annual and Special Townhouse Assessment provided for herein by non-use of the

maintained areas or abandoned ~~81 15 819/1490~~ Lot.

Section 16. Lien for Payment of Additional Annual and Special Townhouse Assessment and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the individual Lots owned by a Townhouse Owner, in order to secure the payment of any of the Annual and Special Townhouse Assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first and second mortgages of deeds of trust placed on the property at any time. However, at such time as the Association places of record a notice of delinquency as to any particular Lot on a form prescribed by the Association, then, from time of recordation of said notice the lien of such delinquent Annual and Special Townhouse Assessment in the amount stated in such notice shall from that time become a lien prior to any first or second mortgages or deeds of trust placed of record subsequent to the date of said notice in the same manner as the lien of a docketed judgment in the State of Virginia.

The lien of the Annual and Special Townhouse Assessment provided for herein, whether or not notice has been placed of record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of a similar nature. A statement from the Association showing the balance due on any Annual and Special Townhouse Assessment shall be a prima facie proof of the current

Annual and Special Townhouse Assessment balance and delinquency, if any, due on a particular Lot.

#### ARTICLE VIII

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a residence 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, the 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.

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.

Section 6. Mediation and Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall attempt to resolve it through negotiation, with the help of a third party facilitator or mediator. If unsuccessful, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of such arbitrators shall be final and binding upon all parties.

ARTICLE IX

ARCHITECTURAL CONTROL - TOWNHOUSES, DUPLEXES

For lots improved by townhouses or duplexes, no fence, wall, sign or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition, including painting, be made or done until the plans and specifications showing the nature, kind, shape, color, 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 Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Association. In the event the



Association, 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. The purpose of this article is not to discourage improvement of individual property, but to encourage collective pride in the entire development and collaborative dialogue among the Owners and neighbors.

#### ARTICLE X

##### REQUIREMENTS FOR DETACHED UNITS

Section 1. Restrictions on Size & Type of Construction. No detached residential unit shall contain less than 1,100 square feet of living quarters, exclusive of basement and attic space. The exterior of a detached residential unit shall not be constructed of logs or exposed masonry blocks; nor shall any such units be mobile or modular homes, "double-wides" or geodesic dome construction. The purpose of this article is to place some limits on the size and type of construction for the benefit of the total community while acknowledging and affirming individual uniqueness and diversity of design and style.

Section 2. Design Review by Declarants/Architectural Committee.

A. No detached residential unit shall be constructed by an owner until the plans and specifications showing the nature, kind, shape, height, materials, color of paint and location of same have been submitted to and approved in writing as to harmony, external

design and location by Declarants or their successors in title.

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B. After 75% of the proposed detached residential unit Lots have been sold and conveyed, no detached residential unit shall be constructed by an owner until such plans and specifications have been submitted to and approved as to harmony, external design and location by the Architectural Committee.

C. In the event the Declarants or the Committee, as the case may be, fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted, approval shall not be required.

#### ARTICLE XI

#### USE RESTRICTIONS

The Lots and parking areas shall be occupied and used as follows:

(a) No Owner shall occupy or use his/her Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the Owner and the Owner's family or the Owner's Lessees or guests.

(b) No Owner shall permit anything to be done or kept in his/her Lot or in the Parking Area which will result in the cancellation of insurance on any Lot, or which would be in violation of any law.

(c) No utility, boat, house camper, etc., trailer, bus, commercial or construction equipment, or disabled or unlicensed

vehicle or material portion thereof, may be parked on any street, private road or Parking Lot or Common Area unless, in the case of commercial or construction equipment, it shall be temporarily within such subdivision for the purpose of performing work therein. No recreational vehicles or commercial vehicles in excess of 3/4 ton shall be regularly parked on any Lot unless it is in a garage, carport or otherwise screened.

(d) No exterior clothesline or hanging device except umbrella design shall be allowed upon any Townhouse Lot, and no antenna shall project above the surface of the roof.

(e) No sign of any kind shall be displayed to the public view on or from any Lot or Parking Area, without the prior written consent of the Association except one sign of not more than five square feet advertising the property for sale or rent, or signs used to advertise the property during construction.

(f) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot, except that dogs, cats, or other household pets may be kept on a Lot, for non-commercial purposes, subject to rules and regulations adopted by the Association.

#### ARTICLE XII

##### MAINTENANCE AND INSURANCE

The Association shall maintain all Common Areas, including the detention pond(s), Parking Lots, Private Roads, sidewalks and walkways and shall purchase and maintain general liability insurance in amounts and coverages which it deems satisfactory. The Association shall pro rate the cost of insurance between the

assessments of Owners and Townhouse Owners, as appropriate.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an 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 inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for 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 to Sections 9, 10, 11, 12, 13, 14, 15 and 16 of Article VII may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Townhouse Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Townhouse Owners.

Notwithstanding the above, Article VII, Section 2 and Article XII shall not be amended to eliminate the Homeowners' Association's responsibility for improvement and maintenance of privately maintained sidewalks, walkways, common areas, including detention ponds, parking lots and private roads unless a governmental entity agrees in writing to maintain those areas and improvements. Any amendment must be properly recorded.

WITNESS the following signatures and seals this 15<sup>th</sup> day of DECEMBER, 1992.

BROADWAY DEVELOPMENT GROUP

BY:

Daniel B. Whitmore Partner (SEAL)  
DANIEL B. WHITMORE, PARTNER

Michael C. Hatcher Partner (SEAL)  
MICHAEL C. HATCHER, PARTNER

*Theresa Ann Knight*

*My Commission Expires 6/30/94*

To View PLAT  
See Plat Cabinet A123

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NOTICE: 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 acknowledgment admitted to record the

4 DEC 92 408P  
I certify that  
the same is a part of the  
Sec. 50-01  
Sec. 50-02  
Recording 411.00

L. WAYNE HARPER  
CLERK

and Book No. 1168 Page 766

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R'HAM CO. CIRCUIT  
COURT

L. WAYNE HARPER, CLERK