

**FIRST SUPPLEMENT AND AMENDMENT TO
PROTECTIVE COVENANTS
FOR
OVERBROOK SUBDIVISION**

This First Supplement and Amendment is made this 19th day of June, 2006, by FARAWAY FARMS, INC., a Virginia corporation, and W. Keith SHEETS (collectively, "Declarant"), each to be indexed as Grantor, and constitutes a supplement and amendment to the Protective Covenants for Overbrook Subdivision, dated April 18, 2005 by Faraway Farms, Inc. and W. Keith Sheets of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2659, Page 266 (the "Covenants").

WHEREAS, under Section 13.1 of the Covenants the Declarant has the right to add additional real estate to the terms and conditions of the Covenants;

WHEREAS, Declarant has platted Phase 2 of Overbrook Subdivision ("Phase 2") upon a plat of survey entitled "Final Plat, Overbrook Subdivision, Phase 2," made by Michael W. Mars, L.S., dated March 18, 2005, revised April 20, 2005, and May 24, 2005, which plat is of record in the aforesaid Clerk's Office in Deed Book 2703, Page 769 (the "Phase 2 Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Phase 2 to the Subdivision and subject the same to the terms and conditions of the Covenants.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Phase 2 is currently owned by Declarant (Lot 59 by W. Keith Sheets and the balance of Phase 2 by Faraway Farms, Inc.) and adjoins the Property that is currently subject to the Covenants,
- (b) that Declarant has determined that Phase 2 should be included as a part of the Subdivision, and
- (c) that the legal description of Phase 2 includes Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 53, 54, and 59 and Open Spaces 2A, 2B, and 2C all as shown on the Phase 2 Plat.

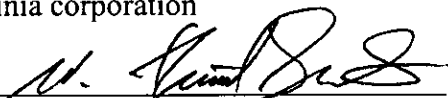
Given the foregoing, Declarant hereby declares that the real property comprised of 8.031 acres, more or less, in the aggregate, being shown and subdivided pursuant to the Phase 2 Plat, including all lots and open space shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Covenants and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Covenants, which shall run with the Phase 2 property and bind all parties having any right, title or interest in the Phase 2 property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.


All capitalized terms not defined herein shall have the same meaning as defined in the Covenants.

This First Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Covenants.

IN WITNESS WHEREOF, Declarant has executed this First Supplement and Amendment as of the dated first set forth above.

FARAWAY FARMS, INC.
a Virginia corporation

By: 
W. Keith Sheets,
General Manager and Vice President


W. Keith Sheets

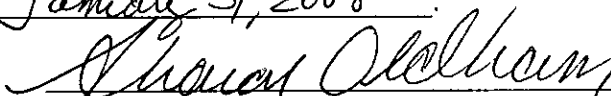
STATE OF VIRGINIA

CITY/COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 21st day of June, 2006, on behalf of Faraway Farms, Inc., by W. Keith Sheets, its General Manager and Vice President and by W. Keith Sheets, individually.

My commission expires: January 31, 2008

(SEAL)


Notary Public

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**THIRD SUPPLEMENT AND AMENDMENT TO
 PROTECTIVE COVENANTS
 FOR
 OVERBROOK SUBDIVISION**
 Aug 07, 2007

This Third Supplement and Amendment is made this 17th day of July, 2007, by FARAWAY FARMS, INC., a Virginia corporation, ("Declarant") to be indexed as Grantor, and constitutes a supplement and amendment to the Protective Covenants for Overbrook Subdivision, dated April 18, 2005 by Faraway Farms, Inc. and W. Keith Sheets of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2659, Page 266, as amended and supplemented by the First Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2883, page 522 and the Second Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in the aforesaid Clerk's Office in Deed Book 3010, page 203 (the "Covenants").

WHEREAS, under Section 13.1 of the Covenants the Declarant has the right to add additional real estate to the terms and conditions of the Covenants;

WHEREAS, Declarant has platted Phase 4 of Overbrook Subdivision ("Phase 4") upon a plat of survey entitled "Final Plat, Overbrook Subdivision, Phase 4," made by Michael W. Mars, L.S., dated March 1, 2007 and revised March 28, 2007, which plat is of record in the aforesaid Clerk's Office in Deed Book 3144, page 242 (the "Phase 4 Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Phase 4 to the Subdivision and subject the same to the terms and conditions of the Covenants.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Phase 4 is currently owned by Declarant and adjoins the Property that is currently subject to the Covenants,
- (b) that Declarant has determined that Phase 4 should be included as a part of the Subdivision, and
- (c) that the legal description of Phase 4 includes Lots 31, 32, 49, 50, 57 and 58 and Open Spaces 4A, 4B, 4C, 4D, 4E, 4F, and 4G all as shown on the Phase 4 Plat.

Given the foregoing, Declarant hereby declares that the real property comprised of 9.251 acres, more or less, in the aggregate, being shown and subdivided pursuant to the Phase 4 Plat, including all lots and open space but excluding Reserve Spaces 1, 2 and 3 shown thereon, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Covenants and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Covenants, which shall run with the Phase 4 property and bind all parties having any right, title or

interest in the Phase 4 property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

All capitalized terms not defined herein shall have the same meaning as defined in the Covenants.

This Third Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Covenants.

IN WITNESS WHEREOF, Declarant has executed this Third Supplement and Amendment as of the dated first set forth above.

FARAWAY FARMS, INC.,
a Virginia corporation

By: [Signature]
W. Keith Sheets,
General Manager and Vice President

STATE OF VIRGINIA
CITY/COUNTY OF Rockingham, to-wit:

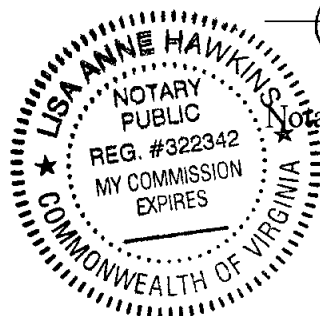
The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 1st day of August, 2007, on behalf of Faraway Farms, Inc., by W. Keith Sheets, its General Manager and Vice President.

My commission expires: 9/30/2010.

(SEAL)

[Signature]
Notary Public

Notary Public Registration no. 322342



LAH/dkw/100077;3

PREPARED BY AND RETURN TO:
LISA ANNE HAWKINS (VSB #44738)
LENHART PETTIT PC
90 NORTH MAIN STREET, SUITE 201
HARRISONBURG, VA 22802

2018-02632 B: 4966 P: 633

02/01/2018 01:31 PM Pages: 3

Chaz W. Haywood, Clerk of Court
Rockingham County, VA



TAX MAP NO.: 141-(A)-137

**SIXTH SUPPLEMENT AND AMENDMENT TO
PROTECTIVE COVENANTS
FOR
OVERBROOK SUBDIVISION**

This Sixth Supplement and Amendment is made this 29th day of January, 2018, by FARAWAY FARMS, INC., a Virginia corporation, (“Declarant”) to be indexed as Grantor, and constitutes a supplement and amendment to the Protective Covenants for Overbrook Subdivision, dated April 18, 2005 by Faraway Farms, Inc. and W. Keith Sheets of record in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2659, Page 266, as amended and supplemented by the First Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in the aforesaid Clerk’s Office in Deed Book 2883, page 522; the Second Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in the aforesaid Clerk’s Office in Deed Book 3010, page 203; the Third Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in the aforesaid Clerk’s Office in Deed Book 3160, page 617; the Fourth Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in the aforesaid Clerk’s Office in Deed Book 4854, page 327; and the Fifth Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in the aforesaid Clerk’s Office in Deed Book 4938, page 616 (the “Covenants”).

WHEREAS, under Section 13.1 of the Covenants the Declarant has the right to add additional real estate to the terms and conditions of the Covenants;

WHEREAS, Declarant has platted Phase 5B of Overbrook Subdivision (“Phase 5B”) upon a plat of survey entitled “Final Plat Overbrook Subdivision Phase 5B,” made by Jeffrey S. Simmons, L.S., dated October 18, 2017, which plat is of record in the aforesaid Clerk’s Office in Deed Book 4964, page 128 (the “Phase 5B Plat”).

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Phase 5B to the Subdivision and subject the same to the terms and conditions of the Covenants.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Phase 5B is currently owned by Declarant and adjoins the Property that is currently subject to the Covenants,
- (b) that Declarant has determined that Phase 5B should be included as a part of the Subdivision, and

- (c) that the legal description of Phase 5B includes Lots 84 and 85 consisting of 0.315 acre in aggregate area, as shown on the Phase 5B Plat.

Given the foregoing, Declarant hereby declares that the real property comprised of 0.315 acre, more or less, in the aggregate, being shown and subdivided pursuant to the Phase 5B Plat, including only the lots, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Covenants and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Covenants, which shall run with the Phase 5B property and bind all parties having any right, title or interest in the Phase 5B property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

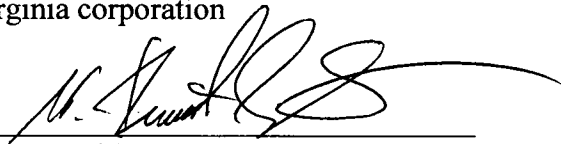
Declarant hereby reserves an easement for installation of utilities and stormwater management / drainage facilities, including but not limited to the "new 20' Sanitary Sewer Lateral Easement", within Phase 5B if and as needed to develop Declarant's other land.

All capitalized terms not defined herein shall have the same meaning as defined in the Covenants.

This Sixth Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Covenants.

IN WITNESS WHEREOF, Declarant has executed this Sixth Supplement and Amendment as of the date first set forth above.

FARAWAY FARMS, INC.,
a Virginia corporation

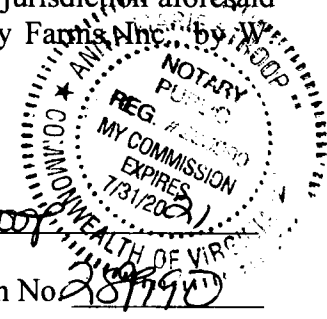
By: 
W. Keith Sheets,
General Manager and Vice President

STATE OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 30th day of JANUARY, 2018, on behalf of Faraway Farms, Inc., by W. Keith Sheets, its General Manager and Vice President.

My commission expires: 7/31/21

(SEAL)


Anita M. Hoot
Notary Public
Notary Public Registration No. 28990

LIENHOLDER CONSENT

The First Bank and Trust Company ("First Bank") hereby acknowledges its consent to the grant of the foregoing Sixth Supplement and Amendment to Protective Covenants for Overbrook Subdivision, and joins in the execution hereof solely as Lienholder of (a) the Credit Line Deed of Trust dated September 25, 2013, of record in the aforesaid Clerk's Office in Deed Book 4316, page 588, and (b) the Credit Line Deed of Trust dated September 25, 2013, of record in the aforesaid Clerk's Office in Deed Book 4316, page 619 (collectively, the "Deeds of Trust"), and does hereby agree that in the event of a foreclosure, or other sale of lots within Phase 5B of Overbrook Subdivision under judicial or non-judicial proceeding, the same shall be sold subject to said Protective Covenants.

NOTEHOLDER:

THE FIRST BANK AND TRUST COMPANY

By: Barbara B Rome AVP
 Its: Authorized Agent

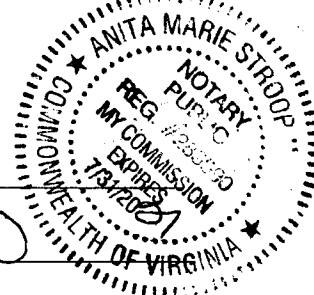
COMMONWEALTH OF VIRGINIA,
 CITY OF HARRISONBURG, to wit:

The foregoing instrument was acknowledgment before me in the aforesaid jurisdiction this 30th day of JANUARY, 2018, by BARBARA B ROME, AVP who is an Authorized Agent of The First Bank and Trust Company, Noteholder.

My commission expires: 7/31/21

Anita Marie Stroop
 Notary Public

Notary Registration No. 289990



TRUSTEE:

By: Brady T. Webb
 Printed Name: BRADLEY T WEBB

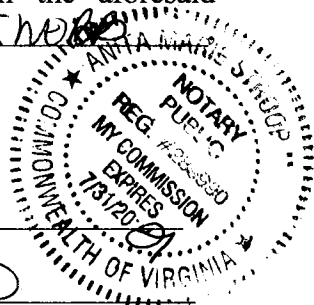
COMMONWEALTH OF VIRGINIA,
 CITY OF HARRISONBURG, to wit:

The foregoing instrument was acknowledgment before me in the aforesaid jurisdiction this 30th day of JANUARY, 2018, by BRADLEY T. WEBB Trustee.

My commission expires: 7/31/21

Anita Marie Stroop
 Notary Public

Notary Registration No. 289990



PREPARED BY AND RETURN TO:
LISA ANNE HAWKINS (VSB #44738)
LENHART PETTIT PC
90 NORTH MAIN STREET, SUITE 201
HARRISONBURG, VA 22802

2018-28765 B: 5059 P: 448

11/05/2018 04:18 PM Pages: 3

Chaz W. Haywood Clerk of Court
Rockingham County VA



TAX MAP NO.: 141-(A)-137

**SEVENTH SUPPLEMENT AND AMENDMENT TO
PROTECTIVE COVENANTS
FOR
OVERBROOK SUBDIVISION**

This Seventh Supplement and Amendment is made this 18th day of October, 2018, by FARAWAY FARMS, INC., a Virginia corporation, ("Declarant") to be indexed as Grantor, and constitutes a supplement and amendment to the Protective Covenants for Overbrook Subdivision, dated April 18, 2005 by Faraway Farms, Inc. and W. Keith Sheets of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2659, Page 266, as amended and supplemented by the First Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in the aforesaid Clerk's Office in Deed Book 2883, page 522; the Second Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in the aforesaid Clerk's Office in Deed Book 3010, page 203; the Third Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in the aforesaid Clerk's Office in Deed Book 3160, page 617; the Fourth Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in the aforesaid Clerk's Office in Deed Book 4854, page 327; the Fifth Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in the aforesaid Clerk's Office in Deed Book 4938, page 616; and the Sixth Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in the aforesaid Clerk's Office in Deed Book 4966, page 633 (the "Covenants").

WHEREAS, under Section 13.1 of the Covenants the Declarant has the right to add additional real estate to the terms and conditions of the Covenants;

WHEREAS, Declarant has platted Phase 5C of Overbrook Subdivision ("Phase 5C") upon a plat of survey entitled "Final Plat Overbrook Subdivision, Phase 5C," made by Jeffrey S. Simmons, L.S., dated May 3, 2018, which plat is of record in the aforesaid Clerk's Office in Deed Book 5053, page 240 (the "Phase 5C Plat").

WHEREAS, the Declarant desires to add that portion of the Expansion Property included in Phase 5C to the Subdivision and subject the same to the terms and conditions of the Covenants.

NOW THEREFORE, in the furtherance of the uniform development of the Subdivision, Declarant hereby declares:

- (a) that Phase 5C is currently owned by Declarant and adjoins the Property that is currently subject to the Covenants,

- (b) that Declarant has determined that Phase 5C should be included as a part of the Subdivision, and
- (c) that the legal description of Phase 5C includes Lots 64, 65, 66, 67, 86, 87, 88, 89, 90, and 91 consisting of 1.614 acres in aggregate area, and 0.428 of an acre additional area in streets dedicated to public use, all as shown on the Phase 5C Plat.

Given the foregoing, Declarant hereby declares that the real property comprised of 1.614 acres, more or less, in the aggregate, being shown and subdivided pursuant to the Phase 5C Plat, including only the lots, shall at all times hereafter be owned, held, used, occupied, sold and conveyed subject to the provisions of the Covenants and to the covenants, conditions and restrictions, easements, reservations, assessments and charges contained in the Covenants, which shall run with the Phase 5C property and bind all parties having any right, title or interest in the Phase 5C property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

Declarant hereby reserves an easement for installation of utilities and stormwater management / drainage facilities, including but not limited to the "new 20' Sanitary Sewer Lateral Easement", within Phase 5C if and as needed to develop Declarant's other land.

All capitalized terms not defined herein shall have the same meaning as defined in the Covenants.

This Seventh Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Covenants.

IN WITNESS WHEREOF, Declarant has executed this Seventh Supplement and Amendment as of the date first set forth above.

FARAWAY FARMS, INC.,
a Virginia corporation

By: [Signature]
W. Keith Sheets,
General Manager and Secretary/Treasurer

STATE OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

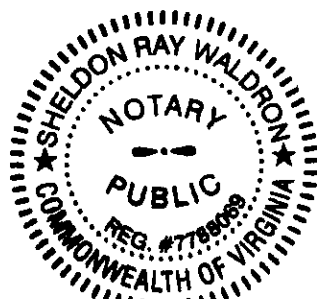
The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 26 day of October, 2018, on behalf of Faraway Farms, Inc., by W. Keith Sheets, its General Manager and Secretary/Treasurer.

My commission expires: January 31 2022.

(SEAL)

Sheldon Ray Waldron
Notary Public
Notary Public Registration No. 7788069

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LIENHOLDER CONSENT

The First Bank and Trust Company ("First Bank") hereby acknowledges its consent to the grant of the foregoing Seventh Supplement and Amendment to Protective Covenants for Overbrook Subdivision, and joins in the execution hereof solely as Lienholder of (a) the Credit Line Deed of Trust dated September 25, 2013, of record in the aforesaid Clerk's Office in Deed Book 4316, page 588, and (b) the Credit Line Deed of Trust dated September 25, 2013, of record in the aforesaid Clerk's Office in Deed Book 4316, page 619 (collectively, the "Deeds of Trust"), and does hereby agree that in the event of a foreclosure, or other sale of lots within Phase 5C of Overbrook Subdivision under judicial or non-judicial proceeding, the same shall be sold subject to said Protective Covenants.

NOTEHOLDER:

THE FIRST BANK AND TRUST COMPANY

By: *Barbara B. Rome*
 Its: Authorized Agent

COMMONWEALTH OF VIRGINIA,
 CITY OF HARRISONBURG, to wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 30th day of October, 2018, by Barbara B. Rome who is an Authorized Agent of The First Bank and Trust Company, Noteholder.

My commission expires: 7/31/21.



Anita Marie Stroop
 Notary Public
 Notary Registration No. 289990

TRUSTEE:

By: *Bradley T. Webb*
 Printed Name: Bradley T. Webb

COMMONWEALTH OF VIRGINIA,
 CITY OF HARRISONBURG, to wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 30th day of October, 2018, by Bradley T. Webb, Trustee.
 My commission expires: 7/31/21.



Anita Marie Stroop
 Notary Public
 Notary Registration No. 289990



PREPARED BY AND RETURN TO:
LISA ANNE HAWKINS, ESQ. (VSB #44738)
HAWKINS LAW PLC
PO BOX 4, BRIDGEWATER, VIRGINIA 22812

TAX MAP NO.: 141-(A)-137 & 142-(A)-61A

**EIGHTH SUPPLEMENT AND AMENDMENT TO
PROTECTIVE COVENANTS
FOR
OVERBROOK SUBDIVISION**

This Eighth Supplement and Amendment is made this 17th day of June, 2021, by FARAWAY FARMS, INC., a Virginia corporation, (“**Declarant**”) to be indexed as Grantor, and constitutes a supplement and amendment to the Protective Covenants for Overbrook Subdivision, dated April 18, 2005 by Faraway Farms, Inc. and W. Keith Sheets of record in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia (the “**Clerk’s Office**”) in Deed Book 2659, Page 266, as amended and supplemented by the following of record in the Clerk’s Office: (1) First Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in Deed Book 2883, page 522; (2) Second Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in Deed Book 3010, page 203; (3) Third Supplement and Amendment to Protective Covenants for Overbrook Subdivision, of record in Deed Book 3160, page 617; (4) Fourth Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in Deed Book 4854, page 327; (5) Fifth Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in Deed Book 4938, page 616; (6) Sixth Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in Deed Book 4966, page 633; and (7) Seventh Supplement and Amendment to Protective Covenants for Overbrook Subdivision of record in Deed Book 5059, page 448 (as amended, the “**Covenants**”).

Recitals

A. Under Section 13.1 of the Covenants, Declarant has the right to expand Overbrook Subdivision by adding all or any part of the Expansion Property as defined in the Covenants.

B. Declarant has platted a portion of the Expansion Property as Phase 5D of Overbrook Subdivision (“**Phase 5D**”) by plat of survey entitled “**Final Plat Overbrook Subdivision, Phase 5D**,” made by Jeffrey S. Simmons, L.S., dated September 24, 2020, revised April 29, 2021, which plat is to be recorded in the Clerk’s Office prior to this Supplement and Amendment (the “**Plat**”), and desires to add Phase 5D to the Covenants.

Declaration

In furtherance of the uniform development of the Subdivision and other stated purposes of the Covenants, Declarant exercises its right to add that portion of the Expansion Property shown on the Plat to the Covenants governing Overbrook Subdivision and declares that the Phase 5D property shown on the Plat shall constitute part of the "Property" as defined in the Covenants which shall at all times be owned, held, used, occupied, sold and conveyed subject to the covenants, conditions, restrictions, easements, reservations, assessments, charges and other provisions in the Covenants, all of which shall run with the land and bind all parties having any right, title or interest in any portion of the Phase 5D property as described on the Plat, together with their successors, assigns, heirs, devisees and personal representatives. Each "Lot" shown on the Plat shall be a "Lot" and all "Open Space" shown on the Plat shall be "Open Space" and "Common Elements" under and as defined in the Covenants. Declarant reserves the right to withdraw any or all Phase 5D property from the Covenants at any time prior to conveyance to a third party, as provided in Section 13.2 of the Covenants.

As required by Section 13.1 of the Covenants, Declarant confirms that (a) the Phase 5D property is owned by Declaration and is adjacent to the Property, (b) Declarant has determined that such real property should be included as part of the Subdivision, and (c) upon recording of this Supplement and Amendment, the Phase 5D property shall be subject to and governed by the Covenants.

The Phase 5D property is subject to reserved rights in favor of the Association and Declarant under the Covenants, including but not limited to reserved easement rights under Section 12 of the Covenants, and Declarant expressly reserves the right to install utilities and drainage improvements within Open Space for the benefit of the Subdivision or any portion of the Expansion Property.

All capitalized terms not defined herein shall have the same meaning as defined in the Covenants. This Eighth Supplement and Amendment shall hereafter be deemed for all purposes as a part of the Covenants.

[The remainder of this page has been left blank intentionally; Signature pages follow.]

IN WITNESS WHEREOF, Declarant has executed this Eighth Supplement and Amendment as of the date first set forth above.

FARAWAY FARMS, INC.,
a Virginia corporation

By: [Signature]
W. Keith Sheets,
General Manager and Secretary/Treasurer

STATE OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 28th day of June, 2021, on behalf of Faraway Farms, Inc., by W. Keith Sheets, its General Manager and Secretary/Treasurer.



[Signature]
Notary Public
Notary Public Registration No. 289990

LIENHOLDER CONSENT

The First Bank and Trust Company ("First Bank") hereby acknowledges its consent to the grant of the foregoing Eighth Supplement and Amendment to Protective Covenants for Overbrook Subdivision, and joins in its execution to evidence its consent as lienholder of (a) Credit Line Deed of Trust dated September 25, 2013, of record in the aforesaid Clerk's Office in Deed Book 4316, page 588, and (b) the Credit Line Deed of Trust dated September 25, 2013, of record in the aforesaid Clerk's Office in Deed Book 4316, page 619. First Bank agrees that in the event of a foreclosure, deed in lieu of foreclosure, or resale after foreclosure or deed in lieu within Phase 5D of Overbrook Subdivision, whether under judicial or non-judicial proceeding, the subject property shall be sold subject to the Protective Covenants for Overbrook Subdivision.

NOTEHOLDER:

THE FIRST BANK AND TRUST COMPANY

By: Bradley T. Webb
Its: Authorized Agent

COMMONWEALTH OF VIRGINIA,
CITY OF HARRISONBURG, to wit:

The foregoing instrument was acknowledgment before me in the aforesaid jurisdiction this 28th day of June, 2021, by Bradley T Webb, SVP who is an Authorized Agent of The First Bank and Trust Company, Noteholder.



My commission expires: 7/31/21
Anita Marie Stroop
Notary Public
Notary Registration No. 289990

TRUSTEE:

By: J. Keith Phillips

COMMONWEALTH OF VIRGINIA,
CITY OF HARRISONBURG, to wit:

The foregoing instrument was acknowledgment before me in the aforesaid jurisdiction this 28th day of June, 2021, by J. Keith Phillips, Trustee



My commission expires: 7/31/21
Anita Marie Stroop
Notary Public
Notary Registration No. 289990