

**THIS DECLARATION OF CEDAR SPRING ESTATES SINGLE FAMILY LOTS** (the "**Declaration**"), made and dated this 15<sup>th</sup> day of February, 2019, by and between **STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.**, a Virginia limited liability partnership, hereinafter referred to as the "**Declarant**", **BB&T-VA COLLATERAL SERVICE CORPORATION**, hereinafter referred to as the "**Trustee**", **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, hereinafter referred to as the "**Lender**", and **CEDAR SPRING ESTATES SINGLE FAMILY LOTS PROPERTY ASSOCIATION, INC.**, a Virginia non-stock corporation (for indexing purposes only).

**RECITALS:**

A. The Declarant is vested with fee simple title to that certain tract or parcel of land, together with all improvements thereon and all right, rights of way and appurtenances thereunto belonging, lying and being situate in the Town of Strasburg, Davis Magisterial District, Shenandoah County, Virginia, containing 36.3270 acres, more or less, designated as "Tract 2" on that certain plat titled "Plat Of The Estate Of Katherine W. Warrenfeltz" dated November 7, 1980, drawn by Elliott Ritchie, Jr., L.S., which plat is attached to and made a part of that certain Deed dated June 3, 1982, of record in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia in Deed Book 440, at Page 791; and being the same lands acquired by Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, by that certain Deed dated May 5, 2003, of record in the aforesaid Clerk's Office in Deed Book 1049, at Page 397, Tax Map 16-A-86 (the "**Parent Tract**").

B. By the terms of those certain Deeds of Subdivision of Cedar Spring Estates Section 1, Section 2, Section 3 and Section 4, each dated February 15, 2019, of record in the aforesaid Clerk's Office as Instrument Numbers 190001573, Instrument Number 190001574, Number 190001575 and Number 190001576, a portion of the Parent Tract was subdivided into single family lots, designated as Lots 1 through 30, inclusive, and Lots 32 through 58, inclusive, (the "**Single Family Lots**"), as more particularly described on those certain Final Subdivision Plats of Cedar Spring Estates,

*Return to*  
Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA

RECORDED  
SHENANDOAH COUNTY, VA  
**MAR 29 2019**  
LAND RECORDS

Sections 1 through 4, dated April 26, 2018, revised through August 9, 2018, drawn by Elliott Ritchie, Jr., L.S., which plats are attached to and made a part of the aforesaid Deeds of Subdivision (the "**Subdivision Plats**").

C. As set forth on the Subdivision Plats and as referenced in the Deeds of Subdivision, the Cedar Spring Estates development includes Open Space "A", Open Space "B", Open Space "C", Open Space "D", Open Space "E", Open Space "H", and Open Space "M" (the "**Open Spaces**"). A storm water management facility is located upon Open Space "D" (the "**Storm Water Management Facility**").

D. The Declarant has created the Cedar Spring Estates Single Family Lots Property Association, Inc., a Virginia Non-Stock Corporation, in order to manage, maintain and repair the Open Spaces, including the Storm Water Management Facility, located within the Cedar Spring Estates Single Family Lot development, as more fully set forth hereinafter.

**NOW, THEREFORE, THIS DEED OF DEDICATION WITNESSETH:** That for and in consideration of the premises and the benefits which will accrue by reason of this Declaration, the Declarant does hereby subject the Single Family Lots and Open Spaces to the provisions of this Declaration, and does hereby set forth the terms and conditions concerning the management, maintenance, upkeep and repair of the Open Spaces, including the Storm Water Management Facility, the enforcement of covenants on the Single Family Lots and the Open Spaces, and the operation of the Association, all as set forth hereinafter.

**ARTICLE I**

**DEFINITIONS**

Section 1. "**Association**" shall mean and refer to Cedar Spring Estates Single Family Lots Property Association, Inc., a non stock Virginia Corporation, its successors and assigns.

Section 2. "**Open Spaces**" shall mean and refer to Open Space "A", Open Space "B", Open Space "C", Open Space "D", Open Space "E", Open Space "H", and Open Space "M", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "**Storm Water Management Facility**" shall mean and refer to the storm

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water detention facility located upon Open Space "D".

Section 4. "**Declarant**" shall mean and refer to Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, or any party to which Strasburg Interstate Properties, L.P., L.L.P. assigns all or any portion of its rights hereunder by one or more instruments recorded in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia.

Section 5. "**Declarant Control Period**" shall commence upon the date of recordation of this Declaration and shall end upon the date upon which all of the Single Family Lots have been conveyed by the Declarant, or its assigns, to a non-declarant or January 1, 2029, whichever shall first occur; provided, however, that the Declarant may, in the Declarant's sole and absolute discretion, elect to terminate the Declarant Control Period on such earlier date as the Declarant, in its sole and absolute discretion, deems appropriate.

Section 6. "**Single Family Lots**" shall mean and refer to any of Lots 1 through 30, inclusive, and Lots 32 through 58, inclusive of Cedar Springs Estates, Sections 1, 2, 3 and 4, as designated upon the Subdivision Plats.

Section 7. "**Member**" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any of the Single Family Lots, as shown on the Subdivision Plats, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "**Town**" shall mean and refer to the Town of Strasburg, Shenandoah County, Virginia.

Section 10. "**Emergency Access Easement**" shall mean and refer to that certain area designated as "50' ROW Reservation" on the attached Subdivision Plat of Section 3, Cedar Spring Estates (Sheet 9), within the confines of which the Declarant shall construct or cause to be constructed a gravel emergency access road for the benefit of all of the Single Family lots, the Townhouse Lots (as defined in that certain Declaration of Cedar Spring

Estates Townhouse Lots hereafter recorded among the land records in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia) and the Commercial Lots (as defined in that certain Declaration of Cedar Spring Estates Commercial Lots hereafter recorded among the land records in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia) located in Cedar Spring Estates.

## **ARTICLE II**

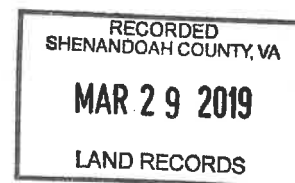
### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided interest in any Single Family Lot which is subject to assessments by the Association, including contract sellers, 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. Only one membership shall be accorded per Single Family Lot. Membership shall be appurtenant to and may not be separated from ownership of any Single Family Lot which is subject to assessment by the Association. Ownership of such Single Family Lot shall be the sole qualification for membership. Upon acquiring title to a Single Family Lot, each new Owner shall promptly give written notice to the Association of such Owner's name and address and the number and street address of the Single Family Lot. If the new Owner fails to give the Association such notice within thirty (30) days after acquiring such Single Family Lot, then the Association may assess the Owner for the reasonable costs and expenses the Association incurs to obtain such information.

## **ARTICLE III**

### **VOTING RIGHTS**

Section 1. Each Member of the Association shall have one vote for each Single Family Lot owned in which said Member shall hold the interest required for membership as described in Article II, above. When more than one person holds such interest in any Single Family Lot, all such persons shall constitute one Member. The vote for such Single Family Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Single Family Lot.



Section 2. During the Declarant Control Period, the Declarant shall have fifty-nine (59) votes, regardless of the number of Single Family Lots owned by the Declarant.

### **BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be managed by a Board of Directors of not less than three (3), but no more than five (5) Directors (the “**Board**”). The initial Board shall be appointed by the Declarant during the Declarant Control Period. During the Declarant Control Period, the Declarant may at any time and from time to time in its sole and exclusive discretion, appoint, re-appoint, remove and/or replace any and all members of the Board and/or any other officer, director, agent and/or employee of the Association. After expiration of the Declarant Control Period, the Board shall be elected by the Membership as determined in the Bylaws of the Association. The Board shall be responsible for the enforcement of covenants on the Single Family Lots and Open Spaces, the management, maintenance, repair and upkeep of the Open Spaces and the Storm Water Management Facility, and the administration of the affairs of the Association.

### **TREASURER**

If so determined by the Board, the Treasurer of the Association shall be bonded, with the expense of such a fidelity bond for said officer to be borne by the Association.

## **ARTICLE IV**

### **PROPERTY RIGHTS IN COMMON PROPERTIES**

Section 1. Members’ Easements of Enjoyment: Every Member shall have a right and easement of enjoyment in and to the Open Spaces, specifically including but not limited to the rights of ingress and egress across the aforesaid Open Spaces and such easement shall be appurtenant to and shall pass with the title to every Single Family Lot, subject to the following provisions:

- (a) The rights of the Association, in accordance with these Articles and the Bylaws as duly adopted by the Association, to borrow money for the purpose of improving the aforesaid Open Spaces and in aid thereof to mortgage said property and the rights of such mortgagee in said Open Spaces shall be subordinate to the rights of the Owners hereunder.
- (b) The right of the Association to suspend the voting rights and the right to the use of the Open Spaces by a Member for any period during

which any assessment against his Single Family Lot remains unpaid for period of more than sixty (60) days, provided that such suspension shall not endanger the health, safety or property of any Owner, tenant or occupant.

- (c) The right of the Association to suspend the voting rights and the right to the use of the Open Spaces by a Member for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations.
- (d) The right of the Association to dedicate or transfer all or part of the Open Spaces to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast sixty percent (60%) of the votes have been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

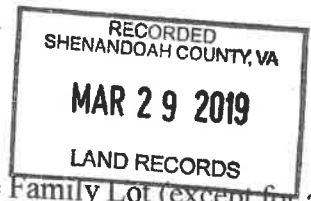
Section 2. Delegation of Use: Subject to the rules and regulations or such other restrictions as may from time to time be adopted by the Association, any Member having the right to use and enjoy the Open Spaces may delegate such right to use or enjoy the Open Spaces to members of such Member's household and to such Member's guests and tenants and to such other persons as may be permitted by the Association; provided, however, in all cases, the Member shall be legally responsible to insure that such Member's delegee(s) shall comply with all of the Association's rules, regulations and policies, as well as all of the terms and conditions of this Declaration.

Section 3. Title to the Open Spaces: The Declarant hereby covenants for its successors and assigns, that it, will convey fee simple title to the Open Spaces to the Association on or before the date of expiration of the Declarant Control Period. The Association shall accept title to the Open Spaces as conveyed by the Declarant, and need not join in any Deed conveying the Open Spaces to evidence its consent to such conveyance.

#### ARTICLE V

##### **COVENANTS FOR MAINTENANCE AND OTHER ASSESSMENTS BY THE ASSOCIATION**

Section 1. Exempt Property: All Single Family Lots owned by a Declarant shall be exempt from any and all Assessments imposed under the terms of this Declaration, including but not limited to, this Article V.



Section 2      Assessments: The Owner of any Single Family Lot (except for a Declarant, as set forth in Section 1, above) by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges for operational costs and expenses, and reserves for replacement, (2) annual assessments or charges for capital improvements, (3) special assessments for unanticipated operational costs and expenses, and (4) special assessments for unanticipated construction, maintenance, reconstruction and/or repair of described capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. In addition, the Owner of each Single Family Lot (excluding a Declarant's initial sale and conveyance of any Single Family Lot) agrees to pay a supplemental transfer assessment at the time of sale and conveyance of a Single Family Lot, as more fully set forth in Section 9, below. The annual assessments, special assessments and supplemental transfer assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on each Single Family Lot and shall be a continuing lien upon each Single Family Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person or entity who was the owner of such Single Family Lot at the time when the assessment was due.

Section 3.      Purpose of Annual Assessments:      The assessments levied by the Association shall be used for the following purposes, to-wit: (i) maintenance, management, repair and upkeep of the Open Spaces, specifically including, but not limited to, payment of real estate taxes, repairs, grading, mowing, landscaping, storm drainage maintenance and repair thereof; (ii) maintenance, operation, repair and replacement of street lights and payment of all utility charges therefore; (iii) services and facilities devoted to the aforesaid purposes and related to the use of and enjoyment of the Open Spaces; (iv) installation, maintenance and replacement of street signs and entrance signs to the Cedar Spring Estates development; (v) maintenance and repair of the Emergency Access Easement as referenced in Article I, Section 10, above; (vi) for the purposes of promoting the recreation, health, safety



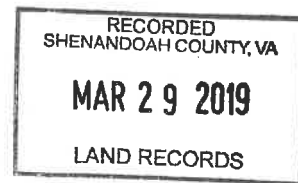
and welfare of the residents of the Cedar Spring Estates development; (vii) costs and expenses of administration of the Association; (viii) general liability and director and officer errors and omissions insurance; and (ix) other purposes required by law or as approved by the Board.

Section 4. Basis and Maximum Assessments: All Single Family Lots shall be subject to annual assessments for operational expenses (the “**Operational Assessment**”) and annual capital assessments for future improvements (the “**Capital Assessments**”), as set forth hereinafter:

- (a) Until December 31 of the year immediately following the conveyance of the first Single Family Lot to an Owner, the maximum Operational Assessment shall be \$250.00 per year per Single Family Lot for the Single Family Lots; and the maximum Capital Assessment shall be \$100.00 per year per Single Family Lot;
- (b) Upon the expiration of the period set forth in Section 4(a) and (b), above, the maximum Operational Assessment and maximum Capital Assessment may be increased above that set forth hereinabove by a vote of the Members for the next succeeding year and at the end of each year’s period, for each succeeding period of one year, provided that any such change shall have the assent of sixty percent (60%) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future capital needs of the Association, the Board of Directors may fix the annual Operational Assessment and Capital Assessment at amounts not in excess of the maximum.

Section 5. Special Assessments for Maintenance and Upkeep of Open Spaces and for Capital Improvements: In addition to the Operation Assessment and Capital Assessment 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, unanticipated operational costs and expenses of the Association (the “**Special Operational Assessment**”), and the costs of unanticipated construction or reconstruction, unexpected repair or replacement of a described capital improvement (the “**Special Capital Assessment**”). The Special Operational Assessment and the Special Capital Assessment shall have the assent of sixty percent (60%) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be





sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. No director or officer of the Association shall be liable for failure to perform his fiduciary duty if a Special Assessment for the funds necessary for the director or officer to perform his fiduciary duty is not approved by the Members, and the Association shall indemnify each director and/or officer against any damage resulting from any claimed breach of fiduciary duty arising therefrom.

Section 6. Uniform Rate of Assessment:

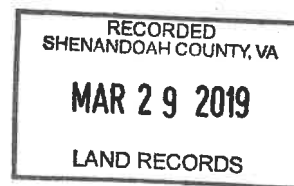
(a) All Operational Assessments shall be fixed at a uniform rate for the Single Family Lots, and may be collected on a monthly or quarterly basis, as determined by the Board of Directors of the Association.

(b) All Capital Assessments, Special Operational Assessments and Special Capital Assessments shall be fixed at a uniform rate for the Single Family Lots, and may be collected on a monthly or quarterly basis as determined by the Board of Directors of the Association.

(c) As noted in Section 1 of this Article V, all Single Family Lots owned by a Declarant shall be exempt from any and all assessments imposed by this Declaration.

Section 7. Quorum for any Action Authority Under Sections 4 and 5: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and 5, above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Date: The Operational Assessment and Capital Assessment shall commence as to all Single Family Lots (except for the Single Family Lots owned by a Declarant, as referenced in Section 1, above) on the first day of the month following the conveyance by a Declarant of the first Single



Family Lot to an Owner other than a Declarant. Such assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Operational Assessment and Capital Assessment against each Single Family Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board.

Section 9. Supplemental Transfer Assessment: The Owner of any Single Family Lot (excluding a Declarant at a Declarant's initial sale and conveyance, as referenced in Section 2, above), shall, at the closing upon the sale and conveyance of such Single Family Lot, pay unto the Association the sum of One Hundred Dollars (\$100.00) for each Single Family Lot sold and conveyed (the "**Supplemental Transfer Assessment**"), which sums shall be added to and become part of the funds collected by the Association as Capital Assessments for future capital improvements.

Section 10. Effect of Non-Payment of Assessments: Remedies of the Association: Any Assessments which are not paid as and when due shall be delinquent. If the Assessment is not paid within thirty (30) days after due date, the Assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum until paid. If the Assessment is not paid within sixty (60) days after the due date, the Association may exercise any and all rights and remedies as accorded by law, including, but not limited to, the right to institute legal proceedings against the Owner personally obligated to pay the same, and/or foreclose the lien against the Single Family Lot, and interest, costs and reasonable attorney's fees on any such action or actions 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 Open Spaces or abandonment of his Single Family Lot.

Section 11. 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 now or hereafter encumbering any Single Family Lot. Sale or transfer of any Single Family Lot shall not affect or release the lien of the Assessments. No sale or transfer shall relieve such Single

Family Lot from liability for any Assessments thereafter becoming due from the lien thereof.

Section 12. Exempt Property: The following property subject to this Declaration shall be exempt from the Assessments created herein: (a) the Open Spaces; (b) all properties dedicated to and accepted by a local public authority; (c) all streets; and (d) all Single Family Lots owned by a Declarant.

## **ARTICLE VI**

### **RULES AND REGULATIONS**

Section 1. The Association shall have the power to establish, adopt and enforce rules and regulations with respect to the use of the Open Spaces, and with respect to other areas of responsibility assigned to the Association by this Declaration, except where expressly reserved by this Declaration to the Members.

Section 2. The Association shall have the power to assess charges, fines and/or penalties against any Member for violation of this Declaration and/or the rules and regulations applicable to the Member or the Member's family members, tenants, guests and/or other invitees.

## **ARTICLE VII**

### **USE, RESTRICTIONS AND COVENANTS**

Lots 1 through 30, inclusive, and Lots 32 through 58, inclusive, of Cedar Spring Estates, Sections 1, 2, 3 and 4 shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the title to Lots 1 through 30, inclusive, and Lots 32 through 58, inclusive, and shall be binding upon all parties having any right, title or interest in and to said Single Family Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

1. All Single Family Lots shall be used for single-family residential purposes only; provided, that the Declarant may use a Single Family Lot for the display and sales of a model home or construction offices.
2. No signs or advertising of any nature shall be erected or maintained on any Single Family Lot except "For Sale" signs for said Single Family Lot, which signs shall not exceed five (5) square feet in area; provided, however, that the signs used by the Declarant to advertise the

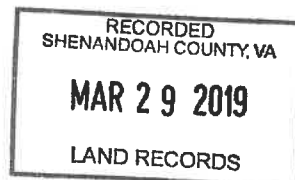


Property during construction and sale shall not be subject to the terms of this restriction. No "For Rent" signs shall be allowed or displayed on any Single Family Lot. All signs shall comply with the Town of Strasburg Unified Development Ordinance.

- 3. No boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton [or less] vans) shall be permitted on any Single Family Lot, unless stored in a garage out of public view. No motor vehicle, or material portion thereof, which does not have a current license and current Virginia inspection sticker shall be permitted on any Single Family Lot.
- 4. (a) No animals of any kind (including livestock, poultry or birds) shall be permitted on any Single Family Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers.  
  
(b) No dogs, cats or other household pets shall be allowed to run at large.  
  
(c) Certified service animals that have been trained to perform tasks to assist people with disabilities shall be permitted to be kept and maintained by or for the benefit of any owner of a Single Family Lot who uses the service animal for such purpose.  
  
(d) The maximum number of common household pets (excluding service animals who shall not be included in any calculations) permissible upon a Single Family Lot shall be as follows:

Dogs - 2  
Cats - 2

- 5. No noxious or offensive activities shall be carried on upon any Single Family Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the other Owners of Single Family Lots in Cedar Spring Estates, Sections 1, 2, 3 and 4.
- 6. In the event that a dwelling or other appurtenant structure situate upon the Single Family Lot is destroyed, the Owner of the dwelling, within thirty (30) days from said destruction, shall clear away any debris and the remaining portion of the dwelling or other appurtenant structure and maintain the Single Family Lot in a neat and orderly condition.
- 7. In the event a dwelling or other appurtenant structure situate upon the Single Family Lot is damaged, or has



materially deteriorated, the Owner shall immediately repair the damage or deterioration.

8. No Single Family Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No refuse or any container for same shall be placed or stored in front of any house, except on the date of garbage pickup, unless placed in sanitary containers.
9. No exterior clothes lines, or hanging device, shall be permitted on any Single Family Lot, except for an umbrella-type with a diameter not to exceed seven (7) feet; provided, however, that the same may only be used in the rear of any dwelling house constructed on said Single Family Lot and the clothes line or hanging device is stored within a garage, utility building or the equivalent when not in use.
10. Except for the use of Single Family Lot by the Declarant for purposes of display and sales of a model home or construction offices, no business, commercial enterprise or occupation of any kind shall be carried on, conducted or permitted in or on any Single Family Lot.
11. (a) Each Owner shall keep each Single Family Lot owned by him and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Each Owner shall comply with the applicable Town Zoning Ordinance as to the maintenance of trees in front of each residential dwelling.  
  
(b) The Owner of any Single Family Lot shall maintain any wooden fence which may be erected on the Single Family Lot in good condition and repair, including, but not limited to, the appearance of said fence as originally constructed, and the repair, construction, reconstruction and maintenance thereof. The terms of this restriction shall not be deemed to obligate the Declarant to construct any fencing.
12. No dwelling shall be erected on any Single Family Lot which shall contain less than the minimum square footage of finished living space as set forth in this Restriction 12. Ranch/one story houses shall have not less than 1,600 square feet of finished living space. Two story houses shall have not less than 950 square feet of finished living space on the first floor above ground and a total finished living space of not less than 1,840 square feet. All other house configurations, including, but not limited to, Cape Cod houses, shall have not less than 1,840 square feet of

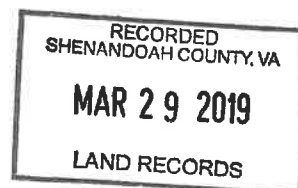


finished living space.

"Finished living space" shall be computed using outside foundation measures and shall not include basements or attics, whether habitable or not, or carports, garages, porches, terraces, decks or outbuildings.

Split level and story and half houses shall not be allowed.

13. (a) Any utility, garage, or other out building on any Single Family Lot shall be of the same material and construction as the main structure on such Single Family Lot.  
  
(b) The exterior of the dwelling, garage, and any other outbuilding erected on any Single Family Lot shall be of wood, stone, vinyl, brick, exterior insulated finishing systems (including Dryvit or other similar brands), or stucco, or a combination thereof. The Declarant reserves the right to add to the list of approved materials, providing that the quality of such approved materials shall be in keeping with the quality of the materials used upon the Single Family Lots.
14. Fences and walls shall be constructed of wood, stone, vinyl or brick. Declarant reserves the right to add to the list of approved materials for fences and walls, providing that the quality of such approved materials shall be in keeping with the quality of the materials used throughout Cedar Spring Estates, Sections 1, 2, 3 and 4. Use of wire fencing or chain link fencing is expressly prohibited upon any Single Family Lot.
15. Any dwelling or garage erected upon any Single Family Lot shall have brick, stone or stucco on the exposed foundations thereof. In addition, stamped concrete foundations shall be allowed. Parged block is prohibited.
16. No satellite dish with a diameter greater than 30 inches for the transmission or reception of television, radio, or electronic signals, or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Single Family Lot. No satellite dish shall be permitted upon the front of any dwelling.
17. No lines, wires, or other devices used for the communication or transmission of electric current or power, including telephone, television or radio signals, shall be erected, placed or maintained upon any Single Family Lot unless the same shall be contained in conduits or cables installed and maintained underground.
18. (a) No dwelling, structure, addition or exterior alteration shall be constructed upon any Single Family Lot, unless the plan of construction, including quality of workmanship, design, colors and materials shall have



been approved in writing by the Declarant or its designee(s) during the Declarant Control Period, and by the Board thereafter, as being in harmony with the whole Subdivision, especially the adjoining homes. Buildings may be of either traditional or contemporary design, but must be situated, designed, constructed and finished so as not to detract from the natural beauty of the surroundings. The power to determine compliance with this standard shall rest solely in the discretion of the Declarant or its designee(s).

(b) No construction of any dwelling, garage, or other outbuilding shall be commenced until the Declarant or its designee(s) during the Declarant Control Period, and by the Board thereafter, has approved in writing the [1] siting or location, [2] design or style, [3] construction materials, and [4] color scheme of the dwelling, garage, utility or other outbuilding.

(c) No mailbox shall be located or constructed within the rights of way to be dedicated to the Virginia Department of Transportation for public streets without the prior written consent of the Virginia Department of Transportation.

19. No motorcycle, snowmobile, all terrain vehicle, "dirt bike", or other motorized recreational vehicle shall be operated upon any Single Family Lot, except that properly licensed and inspected motorcycles may be used as a means for transportation directly to and from a dwelling located upon any Single Family Lot.
20. No Single Family Lot may be further subdivided or conveyed except as a whole. This restriction shall not be construed so as to prohibit the conveyance of such minimal amounts of land as may be necessary to resolve boundary adjustments between contiguous Single Family Lots and/or Open Spaces.
21. Each Single Family Lot shall be landscaped and such landscaping shall be maintained in accordance with the provisions of the Town's Unified Development Ordinance.
22. The Declarant or its designee(s) shall not be liable to any person or entity whatsoever for any exercise or non-exercise of the powers herein accorded.
23. The covenants and restrictions of this Declaration may be amended by instrument signed by not less than two-thirds of the Owners. Any amendment must be properly recorded among the land records in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia in order to become binding and effective.
24. The invalidation of any one of the covenants or



restrictions contained herein by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Owners of Single Family Lots in Cedar Spring Estates, Sections 1, 2, 3 and 4 or the Declarant herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

25. The Declarant herein reserves and shall have the right alone to waive any one or more of the restrictive covenants and conditions contained herein as to any Single Family Lot owned by the Declarant, except for Restriction No. 1 under this Article VII of this Declaration pertaining to single family residential use of Lots 1 through 30, inclusive, and Lots 32 through 58, inclusive, of Cedar Spring Estates, Sections 1, 2, 3 and 4 and further as to the provisions of Restriction No. 12 pertaining to the minimum square footage of finished living space of dwellings erected upon any Single Family Lot, which shall not be waived hereafter by the Declarant as to Lots 1 through 30, inclusive, and Lots 32 through 58, inclusive, of Cedar Spring Estates, Sections 1, 2, 3 and 4. Any such waiver shall not affect the binding effect of the remaining covenants and restrictions upon any other Single Family Lot. The Declarant further reserves the right alone to impose additional restrictive covenants and restrictions as to any Single Family Lot or Single Family Lots owned by it at the time of the imposition and such imposition shall not affect the binding effect of these provisions upon any other Single Family Lots owned by the Declarant.
26. The restrictive covenants and conditions set forth in this Article VII shall run with and bind the lands and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any Single Family 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 in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia, after which time the covenants and restrictions of this Declaration shall be automatically extended for successive periods of twenty (20) years each.

## **ARTICLE VIII**

### **EASEMENTS**

Section 1. Utility, Drainage and Grading Easements: All Single Family Lots are subject to a 10 foot utility, drainage and grading easement along all property lines, as set forth on the aforesaid Subdivision Plats. The Declarant hereby grants and conveys unto the Town,





or other agency having jurisdiction thereof, a perpetual right of way or easement for the construction, reconstruction, maintenance and repair of the aforesaid utility, drainage and grading easements.

Section 2. Additional Easements: Designated upon the Subdivision Plats are the location of building restriction lines, pedestrian access easements, storm sewer easements, waterline easements, sanitary sewer easements, gas line easement in favor of Columbia Gas Transmission Corp., and a Storm Water Management Facility on a portion of Open Space "D", a right of way reservation and other matters as more fully set forth on the Subdivision Plats.

Section 3. Reservations:

(a) The Declarant reserves unto itself, its successors and/or assigns, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water and television lines and related equipment, and other utility equipment (which may be installed above ground) where such utility lines and equipment are located within the utility easements set forth on the Subdivision Plats.

(b) The Declarant further reserves unto itself, its successors and/or assigns, for a period of five (5) years from the date of conveyance of the first Single Family Lot in Cedar Spring Estates, Sections 1, 2, 3 and 4 to an Owner other than a Declarant, a blanket easement and right on, over and under the ground within the Subdivision (including, but not limited to, the Single Family Lots and the Open Spaces) to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as nearly as is practical. The Declarant shall give reasonable notice to all affected Owner(s) of its intent to take such action, unless in the sole opinion of the Declarant an emergency exists which precludes such notice. Reservation by Declarant of such blanket easements and rights contained herein shall not in any way obligate Declarant to undertake any maintenance, repair and/or corrective



action whatsoever and shall not impose any liability or responsibility whatsoever upon Declarant for any such maintenance, repair and/or corrective action.

Section 4. Construction/Maintenance of Emergency Access Easement:

(a) The Declarant shall construct, or cause to be constructed, a gravel emergency access road over a portion of the Emergency Access Easement, as more particularly described on the Final Subdivision Plat of Section 3, Cedar Spring Estates (Sheet 9 of 10). The Association shall be responsible for the maintenance and repair of the emergency access roadway.

(b) No parking of motor vehicles or other obstruction shall be permitted within the Emergency Access Easement.

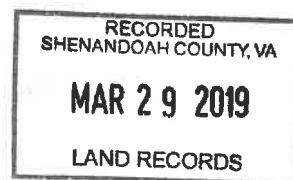
**ARTICLE IX**

**GENERAL PROVISIONS**

Section 1. Enforcement: The Declarant (so long as the Declarant is vested with the title to a Single Family Lot), the Association and/or any Owner shall have the right to enforce, by a proceeding filed in the appropriate Court having jurisdiction thereof, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter, imposed by the provisions of this Declaration. Failure by the Declarant (so long as the Declarant is vested with the title to a Single Family Lot), the Association and/or 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. All costs which may be incurred in the successful enforcement of the restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, whether incurred by the Declarant or by the Association, shall be borne by the party against which action is taken and such costs shall include reasonable attorney's fees, costs, and expenses.

Section 2. Severability: Invalidation of any one of the terms, conditions, covenants and/or restrictions set forth in this Declaration by judgment or Court Order shall in no way affect any other provision hereof, which shall remain in full force and effect.

Section 3. Deed Disclosures: EVERY DEED TO THE SINGLE FAMILY LOTS SHALL BE DEEMED TO INCLUDE A DISCLOSURE THAT COLUMBIA GAS



TRANSMISSION CORP. HAS AN EASEMENT OR RIGHT OF WAY OVER A PORTION OF CEDAR SPRING ESTATES, SECTION 1 AND OPEN SPACE "E".

Section 4. During the Declarant Control Period, this Declaration may be amended in whole or in part (i) unilaterally by the Declarant; or (ii) with the assent of the Owners owning at least sixty-seven percent (67%) of the Single Family Lots and the consent of the Declarant. After the expiration of the Declaration Control Period, this Declaration may be amended in whole or in part with the assent of the Owners owning more than at least sixty-seven percent (67%) of the Single Family Lots.

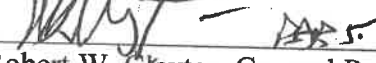
### ARTICLE X


#### LENDER CONSENT

Branch Banking and Trust Company, the beneficiary under that certain Credit Line Deed of Trust dated April 14, 2008, from Strasburg Interstate Properties, L.P., L.L.P. to BB&T-VA Collateral Services Corporation, Trustee, to secure Branch Banking and Trust Company the indebtedness described therein, of record in the aforesaid Clerk's Office in Deed Book 1407, at Page 848 (the "Deed of Trust"), consents to the terms of this Declaration, as evidenced by the signature hereto of its authorized representative and directs the Trustee to execute this Declaration in conformity therewith in order to subordinate the lien of the Deed of Trust to this Declaration.

WITNESS the following signature and seal:

**STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.**  
A Virginia Limited Liability Partnership

By  (SEAL)  
Robert W. Claytor, General Partner

By  (SEAL)  
Walter H. Aikens, General Partner

STATE OF VIRGINIA, At-Large,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on the 19<sup>th</sup> day of February, 2019, by Robert W. Claytor, who is General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, whose name is signed to the foregoing Deed of Dedication, dated February 15, 2019.

My Commission expires August 31, 2022

  
NOTARY PUBLIC

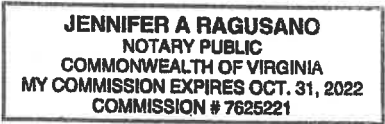
138933



STATE OF VIRGINIA, At-Large,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by Walter H. Aikens, who is General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, whose name is signed to the foregoing Deed of Dedication, dated February 15, 2019.

My Commission expires 10-31-2022.



Jennifer A. Ragusano  
NOTARY PUBLIC

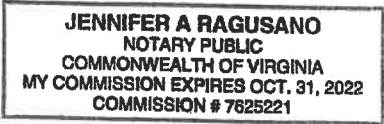
BRANCH BANKING AND TRUST COMPANY

By: David A. Chandler (SEAL)

STATE OF VIRGINIA, At-Large,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of Branch Banking and Trust Company, whose name is signed to the foregoing Deed of Dedication, dated February 15, 2019.

My Commission expires 10-31-2022.



Jennifer A. Ragusano  
NOTARY PUBLIC

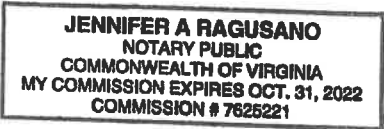
BB&T-VA COLLATERAL SERVICE CORPORATION

By: David A. Chandler (SEAL)

STATE OF VIRGINIA, At-Large,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of BB&T-VA Collateral Service Corporation, whose name is signed to the foregoing Deed of Dedication, dated February 15, 2019.

My Commission expires 10-31-2022.



Jennifer A. Ragusano  
NOTARY PUBLIC

Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA

MLB/pmn  
c:\Deeds\Cedar Spring Declaration  
2/19/19

INSTRUMENT 190001581  
RECORDED IN THE CLERK'S OFFICE OF  
SHENANDOAH COUNTY CIRCUIT COURT ON  
MARCH 29, 2019 AT 12:36 PM  
SARONA S. IRVIN, CLERK  
RECORDED BY: LIS

VIRGINIA LAND RECORD COVER SHEET  
FORM A – COVER SHEET CONTENT

Instrument Date: 9/10/2019  
Instrument Type: AMEND  
Number of Parcels: 8 Number of Pages: 5  
☐ City ☒ County

SHENANDOAH

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☐ Grantor:  
☐ Grantee:

Consideration: \$0.00  
Existing Debt: \$0.00  
Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00  
Fair Market Value Increase: \$0.00

Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At: ☐ City ☐ County

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

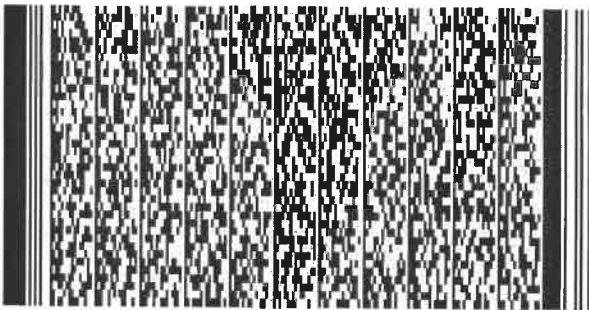
1 ☒ Grantor: STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.  
2 ☒ Grantor: RICHMOND AMERICAN HOMES OF VIRGINIA, INC.  
1 ☒ Grantee: CEDAR SPRING ESTATES SINGLE FAMILY LOTS PROPERTY ASSOCIATION, INC.  
☐ Grantee:

GRANTEE ADDRESS

Name: CEDAR SPRING ESTATES SINGLE FAMILY LOTS PROPERTY ASSOCIATION, INC.  
Address:  
City: State: VA Zip Code:  
Book Number: Page Number: Instrument Number:  
Parcel Identification Number (PIN): 16-A-86 Tax Map Number: 16-A-86  
Short Property Description:

Current Property Address:

City: STRASBURG State: VA Zip Code: 22657  
Instrument Prepared By: MICHAEL L. BRYAN Recording Paid By: MICHAEL L. BRYAN  
Recording Returned To: MICHAEL L. BRYAN, ESQUIRE  
Address: 116 SOUTH BRADDOCK STREET  
City: WINCHESTER State: VA Zip Code: 22601



INSTRUMENT 190004973  
RECORDED IN THE CLERK'S OFFICE OF  
SHENANDOAH COUNTY CIRCUIT COURT ON  
SEPTEMBER 23, 2019 AT 12:20 PM  
SARONA S. IRVIN, CLERK  
RECORDED BY: JAR

(Area Above Reserved For Deed Stamp Only)

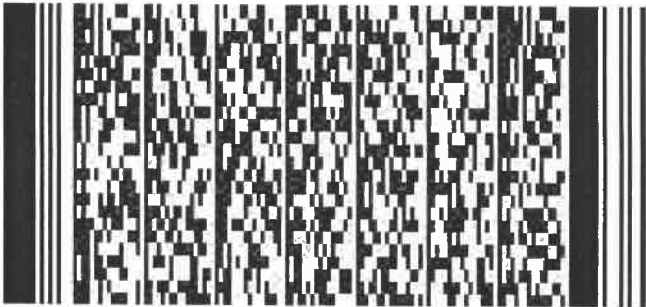
VIRGINIA LAND RECORD COVER SHEET  
FORM B – ADDITIONAL GRANTORS/GRANTEES

Instrument Date: 9/10/2019  
Instrument Type: AMEND  
Number of Parcels: 8 Number of Pages: 5  
[ ] City [X] County  
SHENANDOAH



GRANTOR BUSINESS / NAME (Area Above Reserved For Deed Stamp Only)  
3 [X] Grantor: BB&T-VA COLLATERAL SERVICE CORPORATION, TRUSTEE  
4 [X] Grantor: BRANCH BANKING AND TRUST COMPANY OF VIRGINIA, INC.  
[ ] Grantor:  
[ ] Grantor:  
[ ] Grantor:  
[ ] Grantor:  
[ ] Grantor:  
[ ] Grantor:

GRANTEE BUSINESS / NAME  
[ ] Grantee:  
[ ] Grantee:  
[ ] Grantee:  
[ ] Grantee:  
[ ] Grantee:  
[ ] Grantee:  
[ ] Grantee:  
[ ] Grantee:



VIRGINIA LAND RECORD COVER SHEET  
FORM C – ADDITIONAL PARCELS

Instrument Date: 9/10/2019  
Instrument Type: AMEND  
Number of Parcels: 8 Number of Pages: 5  
[ ] City [X] County  
SHENANDOAH

RECORDED  
SHENANDOAH COUNTY, VA  
SEP 23 2019  
LAND RECORDS

PARCELS IDENTIFICATION OR TAX MAP

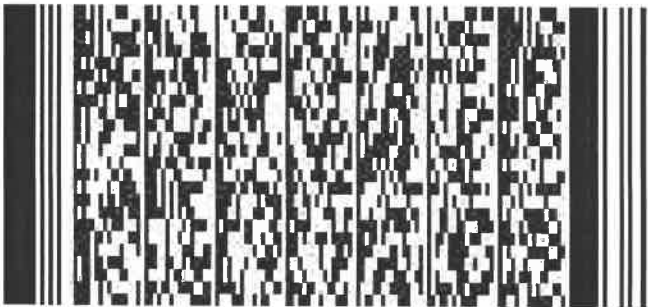
Prior Recording At: [ ] City [ ] County  
Percentage In This Jurisdiction: 100%  
Book Number: Page Number:  
Instrument Number:  
Parcel Identification Number (PIN): 016C-03-002  
Tax Map Number: 016C-03-002

(Area Above Reserved For Deed Stamp Only)

Short Property Description:  
Current Property Address:  
City: STRASBURG State: VA Zip Code: 22657

Prior Recording At: [ ] City [ ] County  
Percentage In This Jurisdiction: 100%  
Book Number: Page Number:  
Instrument Number:  
Parcel Identification Number (PIN): 016C-03-003  
Tax Map Number: 016C-03-003

Short Property Description:  
Current Property Address:  
City: STRASBURG State: VA Zip Code: 22657



VIRGINIA LAND RECORD COVER SHEET  
FORM C – ADDITIONAL PARCELS

Instrument Date: 9/10/2019  
Instrument Type: AMEND  
Number of Parcels: 8 Number of Pages: 5  
[ ] City [X] County  
SHENANDOAH



PARCELS IDENTIFICATION OR TAX MAP

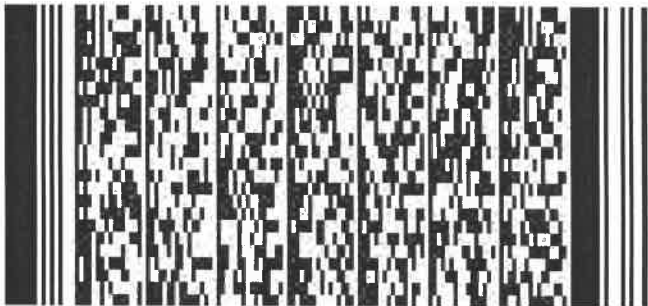
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Percentage In This Jurisdiction: 100%  
Book Number: Page Number:  
Instrument Number:  
Parcel Identification Number (PIN): 016C-03-004  
Tax Map Number: 016C-03-004  
Short Property Description:

(Area Above Reserved For Deed Stamp Only)

Current Property Address:  
City: STRASBURG State: VA Zip Code: 22657

Prior Recording At: [ ] City [ ] County  
Percentage In This Jurisdiction: 100%  
Book Number: Page Number:  
Instrument Number:  
Parcel Identification Number (PIN): 016C-03-043  
Tax Map Number: 016C-03-043  
Short Property Description:

Current Property Address:  
City: STRASBURG State: VA Zip Code: 22657





VIRGINIA LAND RECORD COVER SHEET  
FORM C – ADDITIONAL PARCELS

Instrument Date: 9/10/2019  
Instrument Type: AMEND  
Number of Parcels: 8 Number of Pages: 5  
[ ] City [X] County  
SHENANDOAH



PARCELS IDENTIFICATION OR TAX MAP

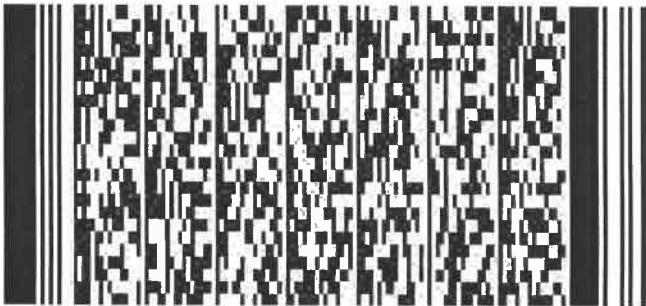
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Percentage In This Jurisdiction: 100%  
Book Number: Page Number:  
Instrument Number:  
Parcel Identification Number (PIN): 016C-03-055  
Tax Map Number: 016C-03-055  
Short Property Description:

(Area Above Reserved For Deed Stamp Only)

Current Property Address:  
City: STRASBURG State: VA Zip Code: 22657

Prior Recording At: [ ] City [ ] County  
Percentage In This Jurisdiction: 100%  
Book Number: Page Number:  
Instrument Number:  
Parcel Identification Number (PIN): 016C-03-056  
Tax Map Number: 016C-03-056  
Short Property Description:

Current Property Address:  
City: STRASBURG State: VA Zip Code: 22657



VIRGINIA LAND RECORD COVER SHEET  
FORM C – ADDITIONAL PARCELS

Instrument Date: 9/10/2019  
Instrument Type: AMEND  
Number of Parcels: 8 Number of Pages: 5  
[ ] City [X] County  
SHENANDOAH



PARCELS IDENTIFICATION OR TAX MAP

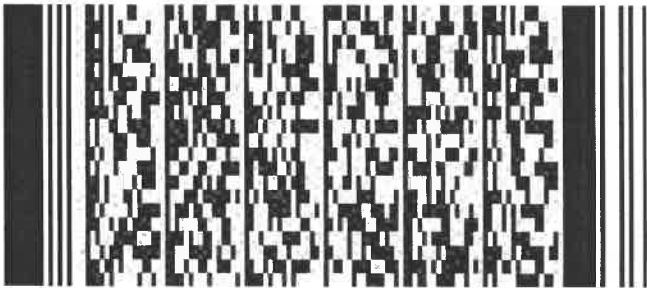
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Percentage In This Jurisdiction: 100%  
Book Number: Page Number:  
Instrument Number:  
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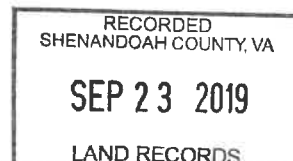
(Area Above Reserved For Deed Stamp Only)

Current Property Address:  
City: STRASBURG State: VA Zip Code: 22657

Prior Recording At: [ ] City [ ] County  
Percentage In This Jurisdiction:  
Book Number: Page Number:  
Instrument Number:  
Parcel Identification Number (PIN):  
Tax Map Number:  
Short Property Description:

Current Property Address:  
City: State: Zip Code:





THIS AMENDMENT TO DECLARATION OF CEDAR SPRING ESTATES SINGLE FAMILY LOTS (the "Amendment"), made and dated this 10<sup>th</sup> day of September, 2019, by STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P., a Virginia limited liability partnership, hereinafter referred to as the "Declarant", BB&T-VA COLLATERAL SERVICE CORPORATION, hereinafter referred to as the "Trustee", BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, hereinafter referred to as the "Lender", RICHMOND AMERICAN HOMES OF VIRGINIA, INC., hereinafter called "Lot Purchaser", and CEDAR SPRING ESTATES SINGLE FAMILY LOTS PROPERTY ASSOCIATION, INC., a Virginia non-stock corporation (for indexing purposes only), hereinafter referred to as the "HOA".

#### RECITALS

A. The Declarant has previously executed and recorded that certain Declaration of Cedar Spring Estates Single Family Lots, which instrument is of record in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia as Instrument No. 190001581 (the "Declaration").

B. The Declarant, with the consent of the Lot Purchaser, Lender and the Trustee, intends to amend the terms of the Declaration, as more fully set forth hereinafter.

C. The Lot Purchaser is vested with title to Lots 2, 3, 4, 43, 55, 56 and 58, Cedar Spring Estates, having acquired said Lots by that certain Deed dated May 17, 2019, of record in the aforesaid Clerk's Office as Instrument No. 190002820, that certain Deed dated July 9, 2019, of record in the aforesaid Clerk's Office as Instrument No. 190003683 and that certain Deed dated September 5, 2019, of record in the aforesaid Clerk's Office as Instrument No. 190004790. The Declarant owns the remainder of the Cedar Spring Estates Single Family Lots.

**NOW THEREFORE, WITNESSETH:** The Declarant hereby states as follows:

1. Recitals: The Recitals are incorporated herein and made a material part hereof as if set out in full

Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA

Return To: Michael L. Bryan Esq. 116 S. Braddock St. Winchester, VA 22601 TAX MAP: 16A86

1



2. **Amendment to Declaration:** The Declarant, ~~with the consent of the~~ Lot Purchaser, the Trustee and the Lender hereby amend the Declaration as follows:

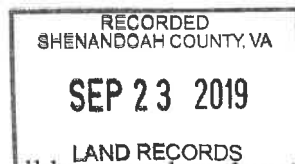
a. Article V, Section 4 is hereby deleted in its entirety and the following is substituted in the place and stead thereof:

Section 4. Basis and Maximum Assessments: All Single Family Lots shall be subject to annual assessments for operational expenses (the “**Operational Assessment**”) and annual capital assessments for future improvements (the “**Capital Assessments**”), as set forth hereinafter.

- (a) Until December 31 of the year immediately following the conveyance of the first Single Family Lot to an Owner, the maximum Operational Assessment shall be \$300.00 per year per Single Family Lot for the Single Family Lots; and the maximum Capital Assessment shall be \$100.00 per year per Single Family Lot;
- (b) At any time during the fiscal year, the Association shall be authorized to increase the Operational Assessment in an amount up to but not to exceed five percent (5%) of the amount of the current Operational Assessment per calendar year of the amount of the current assessment without a vote of the Members in order to meet the budget projections of the Association for the current and following fiscal year.
- (c) Upon the expiration of the period set forth in Section 4(a), above, the maximum Operational Assessment and the maximum Capital Assessment may be increased above that set forth hereinabove by a vote of the Members for the next succeeding year and at the end of each year’s period, for each succeeding period of one year, provided that any such change shall have the assent of sixty percent (60%) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future capital needs of the Association, the Board of Directors may fix the annual Operational Assessment and Capital Assessment at amounts not in excess of the maximum.

b. Article VII, Section 12 of the Declaration is hereby amended to read as follows:

“No dwelling shall be erected on any Single Family Lot which shall contain less than the minimum square footage of finished living space as set forth in this Restriction 12. Ranch/one story houses shall have not less than 1,300 square feet of finished living space. Two story houses shall have not less than 950 square feet of finished living space on the first floor above ground and a total finished living space of not less than 1,840 square feet. All other house configurations, including,



but not limited to, Cape Cod houses, shall have not less than 1,840 square feet of finished living space.

"Finished living space" shall be computed using outside foundation measures and shall not include basements or attics, whether habitable or not, or carports, garages, porches, terraces, decks or outbuildings. Split level and story and half houses shall not be allowed.

3. **Lender's Consent:** The Lender joins herein to evidence its consent to the terms of this instrument.
4. **Trustee:** As directed by the Lender, the Trustee joins herein to evidence its consent to the terms of this Amendment.
5. **HOA Consent:** The HOA joins herein to evidence its consent to the terms of this instrument.

WITNESS the following signature and seal:

STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.  
A Virginia Limited Liability Partnership

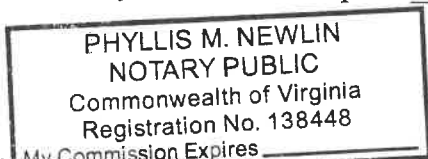
By [Signature] (SEAL)  
Robert W. Claytor, General Partner

By: [Signature] (SEAL)  
Walter H. Aikens, General Partner

STATE OF VIRGINIA, At-Large,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of September 2019, by Robert W. Claytor, who is General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, whose name is signed to the foregoing instrument.

My Commission expires 7/31/22



[Signature]  
NOTARY PUBLIC

STATE OF VIRGINIA, At-Large,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on the 20 day of September 2019, by Walter H. Aikens, who is General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, whose name is signed to the foregoing instrument.

My Commission expires October 31, 2021

[Signature] #301024  
NOTARY PUBLIC

RECORDED  
SHENANDOAH COUNTY, VA  
SEP 23 2019  
LAND RECORDS

BRANCH BANKING AND TRUST COMPANY

By: MDM (SEAL)

STATE OF VIRGINIA, At-Large,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on the 17th day of September 2019, by Mark D Smith, who is Service President of Branch Banking and Trust Company, whose name is signed to the foregoing instrument.

My Commission expires 8/31/2022

THERESA M. GRAY  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES AUG. 31, 2022  
COMMISSION # 213030

Theresa M Gray  
NOTARY PUBLIC

BB&T-VA COLLATERAL SERVICE CORPORATION

By: Don S. Arnold (SEAL)

STATE OF VIRGINIA, At-Large,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on the \_\_\_ day of \_\_\_ 2019, by Don S. Arnold, who is Vice President of BB&T-VA Collateral Service Corporation, whose name is signed to the foregoing instrument.

My Commission expires 8/31/2022

THERESA M. GRAY  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES AUG. 31, 2022  
COMMISSION # 213030

Theresa M Gray  
NOTARY PUBLIC

Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA



RICHMOND AMERICAN HOMES OF VIRGINIA, INC.

By: [Signature] (SEAL)

STATE OF Virginia, At-Large,  
CITY/COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me on the 17 day of September, 2019, by Jack Gallagher, who is Division President of Richmond American Homes of Virginia, Inc., whose name is signed to the foregoing instrument.

My Commission expires September 30<sup>th</sup> 2023

[Signature]  
NOTARY PUBLIC

MLB/pmn  
c:\Deeds\Cedar Spring Estates Amendment to Declaration  
9/13/19



INSTRUMENT 190004973  
RECORDED IN THE CLERK'S OFFICE OF  
SHENANDOAH COUNTY CIRCUIT COURT ON  
SEPTEMBER 23, 2019 AT 12:20 PM  
BARONA S. IRVIN, CLERK  
RECORDED BY: JAR

Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA



COURT ADDRESS:  
POB 406, 112 S. MAIN STREET  
WOODSTOCK, VA 22664  
PHONE # :540-439-6150



OFFICIAL RECEIPT  
SHENANDOAH COUNTY CIRCUIT COURT  
DEED RECEIPT

DATE : 09/23/2019  
RECEIPT # : 19000010720  
CASHIER : JAR  
INSTRUMENT : 190004973  
GRANTOR : STRASBURG INTERSTATE PROPERTIES, LP, LLP  
GRANTEE : CEDAR SPRING ESTATES SINGLE FAMILY LOTS LLC  
RECEIVED OF : MICHAEL L. BRYAN  
ADDRESS :

TIME : 12:19:13  
TRANSACTION # : 190923000018  
REGISTER # : C854  
BOOK :  
GRANTOR : STRASBURG INTERSTATE PROPERTIES, LP, LLP  
GRANTEE : CEDAR SPRING ESTATES SINGLE FAMILY LOTS LLC  
RECEIVED OF : MICHAEL L. BRYAN  
ADDRESS :

CASE # : 171CLR1900004973  
FILING TYPE : AMEND  
RECORDED : 09/23/2019  
EX : N  
EX : N  
PAGE :  
PCT : 100%

PAYMENT : FULL PAYMENT  
AT : 12:20  
LOC : CO  
PCT : 100%

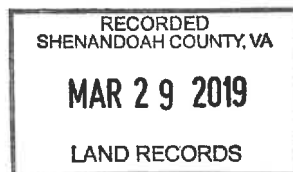
DATE OF DEED : 09/10/2019  
CHECK : \$22.00  
PAGES : 005  
NAMES : 0  
CHECK NUMBER : 11165  
OP : 0  
CONSIDERATION : \$0.00  
AVAL : \$0.00

MAP : 16A86  
PIN :

ACCOUNT CODE	DESCRIPTION	PAID	ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00	145	VSLF	\$1.50
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00	301	DEEDS	\$14.50

TENDERED : \$ 22.00  
AMOUNT PAID : \$ 22.00





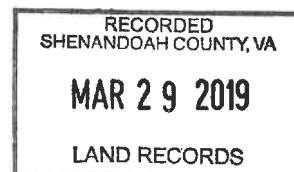
**THIS DEED OF SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 1**  
(the **"Deed of Subdivision"**) made and dated this 15th day of February, 2019, by and between **STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.**, a Virginia limited liability partnership, hereinafter referred to as the **"Owner"**; **BB&T-VA COLLATERAL SERVICE CORPORATION**, hereinafter referred to as the **"Trustee"**; **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, hereinafter referred to as **"Lender"**; the **TOWN OF STRASBURG, VIRGINIA**, hereinafter referred to as the **"Town"** (for indexing purposes only); the **COMMONWEALTH OF VIRGINIA** (for indexing purposes only); and **CEDAR SPRING ESTATES TOWNHOUSE LOTS PROPERTY ASSOCIATION, INC.**, a Virginia nonstock corporation .

**RECITALS:**

A. The Owner is vested with fee simple title to that certain tract or parcel of land, together with all improvements thereon and all right, rights of way and appurtenances thereunto belonging, lying and being situate in the Town of Strasburg, Davis Magisterial District, Shenandoah County, Virginia, containing 36.3270 acres, more or less, designated as "Tract 2" on that certain plat titled "Plat Of The Estate Of Katherine W. Warrenfeltz" dated November 7, 1980, drawn by Elliott Ritchie, Jr., L.S., which plat is attached to and made a part of that certain Deed dated June 3, 1982, of record in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia in Deed Book 440, at Page 791; and being the same lands acquired by Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, by that certain Deed dated May 5, 2003, of record in the aforesaid Clerk's Office in Deed Book 1049, at Page 397, Tax Map 16-A-86 (the **"Parent Tract"**).

B. The Parent Tract is subject to that Credit Line Deed of Trust dated April 14, 2008, from Strasburg Interstate Properties, L.P., L.L.P. to BB&T-VA Collateral Services Corporation, Trustee, to secure Branch Banking and Trust Company the indebtedness described therein, of record in the aforesaid Clerk's Office in Deed Book 1407, at Page 848 (the **"Deed of Trust"**).

*Return to:*  
Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA



C. The Owner intends to subdivide a portion of the Parent Tract so as to create those certain single family residential lots or parcels of land designated as Lot 1 through Lot 9, inclusive, Lot 43, Lot 55 through Lot 58, inclusive (the “**Residential Lots**”), that certain commercial lot containing 6.0430 acres, more or less, designated as “Commercial Lot 1” and that certain commercial lot or parcel of land containing 1.9570 acres, more or less, designated as “Commercial Lot 2” (the “**Commercial Lots**”) in that certain development known as Cedar Spring Estates, as more fully set forth on that certain plat titled “Final Subdivision Plat Section 1 Cedar Spring Estates” dated April 26, 2018, revised through August 9, 2018, drawn by Elliott Ritchie, Jr., L.S. (the “**Subdivision Plats**”), which Subdivision Plats are attached hereto and incorporated herein by reference as if set out in full.

D. In addition to the subdivision of the Residential Lots and the Commercial Lots, as set forth in Recital C, above, the Owner intends to dedicate that certain strip of land containing 0.0411 acres, more or less, to the Commonwealth of Virginia for the improvement of John Marshall Highway (Route 55); to create and impress a pedestrian access easement, storm sewer easement, sanitary sewer easement, a landscape corridor buffer, water line easement, emergency access easement, an open space easement over a portion of Commercial Lot 1 and an open space easement over a portion of Commercial Lot 2; and to subdivide Open Space “E”, Open Space “H” and Open Space “M” (the “**Open Space Lots**”), and other development matters, as more fully set forth on the attached Subdivision Plats, as more fully set forth hereinafter.

E. In addition to the subdivision of the Residential Lots and the Commercial Lots and the dedication of certain easements and other development matters, the Owner intends to dedicate a portion of Cedar Spring Drive to the Town as a public street, as more fully set forth on the attached Subdivision Plats, as more fully set forth hereinafter. In addition, the Owner intends to create and grant public access over a portion of Williams Street, which shall be a privately maintained street over which the public shall have access.

F. The subdivision of a portion of the Parent Tract, dedication of public streets,



creation of various easements and other development/subdivision matters in connection therewith, as more fully set forth hereinafter, is with the consent and approval of the Town, as evidenced by its execution of the attached Subdivision Plats.

G. The attached Subdivision Plats are part of the development of Cedar Spring Estates, a residential/commercial development, which will be supplemented by additional Deeds of Subdivision and Subdivision Plats of Section 2, Section 3, Section 4, Section 5, Section 6 and Section 7, Cedar Spring Estates, to be recorded among the land records in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia.

**NOW, THEREFORE, THIS DEED OF SUBDIVISION WITNESSETH:** That for and in consideration of the premises and the benefits which will accrue by reason of this subdivision, the Owner hereby subdivides a portion of the Parent Tract, designated as Cedar Spring Estates, Section 1, as more particularly described on the Subdivision Plats attached hereto and made a part hereof and by this reference incorporated herein as if set out in full.

#### ARTICLE I

#### DEDICATION OF STREETS AND SUBDIVISION OF LOTS

##### **Section 1. Dedication of Streets:**

(a) The Owner hereby dedicates and conveys unto the Town as a public street, a portion of Cedar Spring Drive, as shown on the attached Subdivision Plats.

(b) The Owner hereby dedicates and conveys unto the Cedar Spring Estates Townhouse Lots Property Association Inc., or its successors or assigns, a portion of Williams Street designated as "Williams Street 40' R/W (Private Street)" on the attached Subdivision Plats, which shall be a privately maintained street over which the public is hereby granted access. This portion of Williams Street shall be privately maintained by the Cedar Spring Estates Townhouse Lots Property Association, Inc., or its successor or assigns.

(c) The Owner hereby dedicates that certain strip of land containing 0.0411 acres, more or less, to the Commonwealth of Virginia to improve John Marshall Highway (Route 55), designated as "0.0411 Ac. Hereby Dedicated To the Commonwealth of Virginia"



on the attached Subdivision Plats (the “**Road Improvement Parcel**”).

**Section 2. Subdivision of Residential Lots:** The Owner hereby subdivides the Residential Lots from the Parent Tract, as more fully set forth on the attached Subdivision Plats.

**Section 3. Subdivision of Commercial Lots:** The Owner hereby subdivides the Commercial Lots from the Parent Tract, as more fully set forth on the attached Subdivision Plats.

**Section 4. Subdivision of Open Space Lots:**

(a) The Owner hereby subdivides Open Space “E”, containing 0.9243 acres, more or less, Open Space “H”, containing 0.0182 acres, more or less, and Open Space “M”, containing 0.2772 acres, more or less, as more fully set forth on the attached Subdivision Plats.

## **ARTICLE II**

### **DEVELOPMENT EASEMENTS**

**Section 1. Dedication of Easements:** The Owner hereby creates and impresses the following easements upon a portion of Cedar Spring Estates, Section 1, as more particularly described on the attached Subdivision Plats as follows:

(a) That certain pedestrian access easement designated as “2' Pedestrian Access Easement” (the “**2' Pedestrian Access Easement**”);

(b) That certain storm sewer easement designated as “20' Storm Sewer Easement” (the “**20' Storm Sewer Easement**”);

(c) That certain sanitary sewer easement designated as “20' Sanitary Sewer Easement” (the “**20' Sanitary Sewer Easement**”);

(d) That certain water line easement designated as “20' Water Line Easement” (the “**20' Water Line Easement**”);

(e) That certain landscape corridor buffer designated as “20' Landscape Corridor Buffer” (the “**20' Landscape Corridor Buffer**”) ;



(f) That certain emergency access easement designated as “30' Emergency Access Easement” (the “**30' Emergency Access Easement**”).

(g) That certain open space easement over a portion of Commercial Lot 1 designated as “Portion Of Commercial Lot 1 Reserved For Open Space “G” 1.5475 Ac.” and that certain open space easement over a portion of Commercial Lot 2 designated as “Portion of Commercial Lot 2 Reserved For Open Space “I” 0.4080 Ac.” (the “**Open Space Easements**”).

(h) That certain pedestrian access easement over a portion of Commercial Lot 1 and Commercial Lot 2 designated as “20' Pedestrian Access Easement” and “20' Landscape Corridor Buffer and Pedestrian Access Easement” located parallel to John Marshall Highway (Route 55) as shown on Sheet 5 of 11 and Sheet 10 of 11 of the Subdivision Plats (the “**20' Pedestrian Access Easement**”).

The aforesaid 2' Pedestrian Access Easement, the 20' Storm Sewer Easement, the 20' Sanitary Sewer Easement, the 20' Water Line Easement, the 20' Landscape Corridor Buffer, the 30' Emergency Access Easement and the 20' Pedestrian Access Easement are sometimes hereinafter referred to as the “**Development Easements**”.

**Section 2.** The Owner, and its successors and/or assigns, reserves the right to grade and re-grade the lands located within the 20' Pedestrian Access Easement for development purposes, as approved by the Town. In addition, the Owner, and its successors and/or assigns, reserves the right to install, extend, maintain and repair storm water lines and utilities through the lands located within the 20' Pedestrian Access Easement for development purposes, as approved by the Town.

**Section 3. Reserved Development Easements:** The Owner reserves unto itself, its successors and/or assigns, for a period of five (5) years from the date of conveyance of the first Residential Lots or the Commercial Lots, in Cedar Spring Estates, Section 1 a blanket easement and right on, over and under the ground within Cedar Spring Estates, Section 1 (including, but not limited to, the Residential Lots, the Commercial Lots and the Open Space



Lots) to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Owner shall restore the affected property to its original condition as nearly as is practical. The Owner shall give reasonable notice to all affected owner(s) of the Residential Lots and/or Commercial Lots of its intent to take such action, unless in the sole opinion of the Owner an emergency exists which precludes such notice. Reservation by the Owner of such blanket easements and rights contained herein shall not in any way obligate the Owner to undertake any maintenance, repair and/or corrective action whatsoever and shall not impose any liability or responsibility whatsoever upon the Owner for any such maintenance, repair and/or corrective action.

### **ARTICLE III**

#### **TOWN CONSENT TO SUBDIVISION**

The subdivision of Cedar Spring Estates, Section 1, as more fully set forth on the attached Subdivision Plats is with the consent and approval of the Town, as evidenced by its execution of the attached Subdivision Plats.

### **ARTICLE IV**

#### **LENDER CONSENT**

Branch Banking and Trust Company, the beneficiary under the aforesaid Deed of Trust, consents to the subdivision of the Parent Tract, as evidenced by the signature hereto of its authorized representative and directs the Trustee to execute this Deed of Subdivision in conformity therewith in order to:

(a) Release the lien of the aforesaid Deed of Trust as to the roadway dedication to the Town for a portion of Cedar Spring Drive and Williams Street, containing 1.8491 acres, more or less;

(b) Release the lien of the aforesaid Deed of Trust as to the Road Improvement Parcel containing 0.0411 acre, more or less; and



(c) To subordinate the lien of the Deed of Trust to the Development Easements established and dedicated hereby, all of which are shown on the aforesaid Subdivision Plats attached hereto and incorporated herein by reference as if set out in full.

WITNESS the following signatures and seals:

STRASBURG INTERSTATE PROPERTIES,  
L. P., L.L.P.

By:  (SEAL)  
ROBERT W. CLAYTOR, General Partner

By:  (SEAL)  
WALTER H. AIKENS, General Partner

STATE OF VIRGINIA,  
~~CITY~~/COUNTY OF FREDERICK, to-wit:

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2019, by Robert W. Claytor, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership

My commission expires August 31, 2022

  
NOTARY PUBLIC 138933

STATE OF VIRGINIA,  
~~CITY~~/COUNTY OF FREDERICK, to-wit:

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2019, by Walter H. Aikens, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership

My commission expires August 31, 2022

  
NOTARY PUBLIC 138933



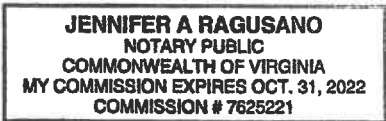
BB&T-VA COLLATERAL SERVICE CORPORATION

By: David A. Chandler (SEAL)

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

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of BB&T-VA Collateral Service Corporation.

My commission expires 10-31-2022.



Jennifer A. Ragusano  
NOTARY PUBLIC

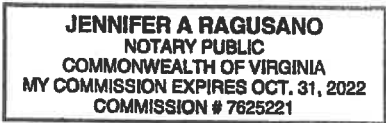
BRANCH BANKING AND TRUST COMPANY

By: David A. Chandler (SEAL)

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

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of Branch Banking And Trust Company.

My commission expires 10-31-2022.



Jennifer A. Ragusano  
NOTARY PUBLIC





For acceptance of conveyance of and maintenance obligations of a portion of Williams Street, a private street to be maintained by the Cedar Spring Estates Townhouse Lots Property Association, Inc. over which the public is granted access.

CEDAR SPRING ESTATES TOWNHOUSE LOTS  
PROPERTY ASSOCIATION, INC.

By: Walter H. Aikens (SEAL)

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

The foregoing instrument was acknowledged before me on the 15th day of February, 2019, by Walter H. Aikens who is DIRECTOR of Cedar Spring Estates Townhouse Lots Property Association, Inc.

My commission expires August 31, 2022

Dennis K. Kish  
NOTARY PUBLIC  
138933

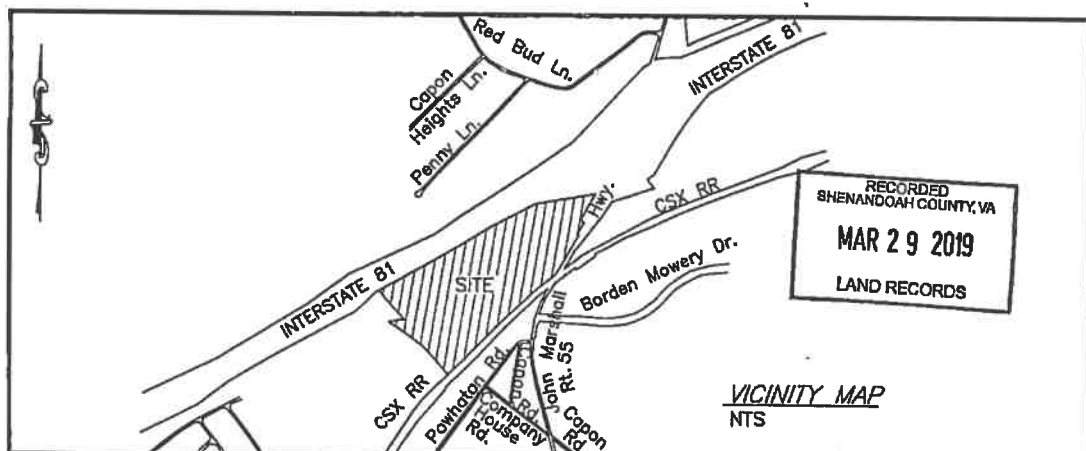
THIS INSTRUMENT PREPARED BY:

Michael L. Bryan, Esquire  
116 South Braddock Street  
Winchester, Virginia 22601  
540/545-4130

Deeds\Strasburg Interstate Properties Deed of Subdivision 1  
2/7/19

INSTRUMENT 190001573  
RECORDED IN THE CLERK'S OFFICE OF  
SHENANDOAH COUNTY CIRCUIT COURT ON  
MARCH 29, 2019 AT 11:41 AM  
BARONA S. IRVIN, CLERK  
RECORDED BY: LIS

Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA



APPROVED BY

VIRGINIA DEPARTMENT OF TRANSPORTATION

25 Feb 19 DATE

SUBDIVISION AGENCY/TOWN MANAGER

3/14/19 DATE

MAYOR

3-12-19 DATE

PLANNING COMMISSION CHAIRMAN

3/8/19 DATE

OWNER'S CONSENT

THE ABOVE AND FOREGOING SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 4, AS APPEARS IN THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND/OR TRUSTEES, IF ANY. ALL ITEMS, PLANS, DESIGNS AND INFORMATION, PROVIDED FOR THE APPROVAL OF THE PRELIMINARY PLAT, APPROVED AUGUST 27, 2018, REMAIN IN FULL FORCE AND EFFECT, WITHOUT MODIFICATION, AS PART OF THE APPROVED FINAL PLAT, AND THE UNDERSIGNED ACKNOWLEDGES THE OBLIGATION TO COMPLETE ALL ACTION REQUIRED AS A PART OF SUCH PLANS, THE SAME AS IF THEY WERE SET FORTH HEREIN AND THE FINAL PLAT IS APPROVED SUBJECT TO THE OWNERS REQUIRED COMPLETION OF ALL MEASURES INCLUDED WITHIN SUCH APPROVED PLANS.

BY: Walter H. Aikens gen. partner  
ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.,

2/15/19  
DATE

STATE OF Virginia

NOTARY PUBLIC

CITY/COUNTY OF Frederick

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS 15th DAY OF Feb, 2019.

BY Walter H. Aikens

ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.

NOTARY PUBLIC Walter H. Aikens

MY COMMISSION EXPIRES May 31, 2022

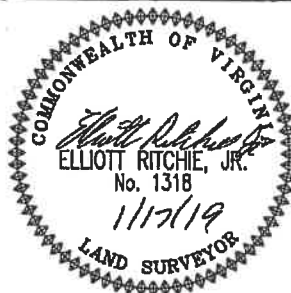
SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION REPRESENTS AN ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DIMENSIONAL AND OTHER DATA IS CORRECT AND IS THAT SAME LAND CONVEYED TO STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P., A VIRGINIA LIMITED LIABILITY COMPANY BY DEED DATED MAY 5, 2003 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SHENANDOAH COUNTY, VIRGINIA AS DEED BOOK 1049, AT PAGE 397.

FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
DATE: APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019

1804009

SHEET 1 OF 11



**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 862-5792  
Winchester, Virginia 22601 Facsimile (540) 862-5793  
Email: office@painterlewis.com

**NOTES:**

1. CURRENT OWNER: STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.  
DEED BOOK 1049, PAGE 397  
TM# 16-A-86 1437 JOHN MARSHALL HIGHWAY  
36.3270 ACRES
2. NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
3. IRON RODS HAVE BEEN OR WILL BE SET AT ALL CORNERS NOT PREVIOUSLY MONUMENTED.
4. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X, PER FLOOD INSURANCE RATE MAP #5117100075C, EFFECTIVE DATE AUGUST 16, 2003.
5. THE SURVEY ON WHICH THIS SUBDIVISION PLAT IS BASED HAS A ERROR OF CLOSURE OF NOT LESS THAN 1 IN 10,000.
6. PROPERTY ZONED: PD
7. SETBACKS AS SHOWN ON SITE PLAN APPROVED BY THE TOWN OF STRASBURG DATED DECEMBER 13, 2006. PER TOWN OF STRASBURG ZONING ORDINANCE 185-402.09-H & J AND 165-601.02  
165-402.09 H TOWNHOUSE
- FROM R/W = 15'
- REAR = 25'
- SIDE = 10'
- HEIGHT = 35'
8. NUMBER OF RESIDENTIAL LOTS = 14  
NUMBER OF COMMERCIAL LOTS = 2
9. IN ACCORDANCE WITH PROFFER 1.4, THE DEVELOPER SHALL PROVIDED ONLY COMMERCIAL DEVELOPMENT ON COMMERCIAL LOTS 1 AND 2.
10. IN ACCORDANCE WITH PROFFER 3.3, THE COMMERCIAL DEVELOPMENT ON COMMERCIAL LOTS 1 AND 2 SHALL INCLUDE A 20 FOOT LANDSCAPE CORRIDOR BUFFER AREA AS PART OF THE SITE PLAN.
11. IN ACCORDANCE WITH PROFFER 8.1, THE DEVELOPER SHALL PRESERVE THE ELIJAH PIFER HOUSE ON COMMERCIAL LOT 1. THE SITE PLAN FOR COMMERCIAL LOT 1 SHALL INCLUDE SIGNAGE AND OTHER APPROPRIATE TREATMENTS TO ENABLE INTERPRETATION OF THE ARCHITECTURAL AND HISTORIC SIGNIFICANCE OF THE STRUCTURE. NOTHING IN THIS REQUIREMENTS IS INTENDED TO DISCOURAGE ADAPTIVE REUSE OF THE STRUCTURE.
12. IN ACCORDANCE WITH PROFFER 8.2, APPROVAL OF A SITE PLAN FOR COMMERCIAL LOT 1 SHALL BE CONDITIONED ON SUBMISSION OF A COMPLETED PHASE II ARCHEOLOGICAL SURVEY FOR VESPER HALL. ADDITION TO THE TOWN OF STRASBURG, THE ANALYSIS SHALL BE PROVIDED TO THE VIRGINIA DEPARTMENT OF HISTORIC RESOURCES FOR THEIR USE AND DISSEMINATION.
13. ALL LOTS ARE SUBJECT TO A 10 FOOT UTILITY, DRAINAGE AND GRADING EASEMENT ALONG ALL PROPERTY LINES.

**AREA TABULATION TABLE**

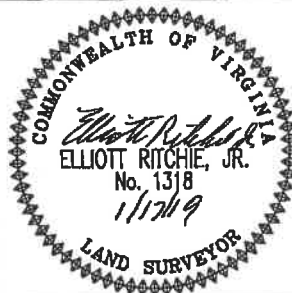
RESIDUE PARCEL	986,862 SF OR 22.6552 ACRES
SECTION 1 PARCEL	595,543 SF OR 13.6718 ACRES
ORIGINAL PARCEL	1,582,405 SF OR 36.3270 ACRES

ROADWAY DEDICATIONS	71,232 SF OR 1.6352 ACRES
PRIVATE ROADWAYS	9,315 SF OR 0.2138 ACRES
COMMERCIAL LOT 1	263,231 SF OR 6.0430 ACRES
COMMERCIAL LOT 2	85,248 SF OR 1.9570 ACRES
OPEN SPACE "E"	40,261 SF OR 0.9243 ACRES
OPEN SPACE "H"	791 SF OR 0.0182 ACRES
OPEN SPACE "M"	12,072 SF OR 0.2772 ACRES
NEW LOTS 1-9	73,185 SF OR 1.6801 ACRES
NEW LOT 43	8,008 SF OR 0.1838 ACRES
NEW LOTS 55-58	32,200 SF OR 0.7392 ACRES
SECTION 1 TOTAL	595,543 SF OR 13.6718 ACRES

LOT AREA TABLE		
Area	Sq. Feet	Acres
LOT 1	8,091	0.1857
LOT 2	8,050	0.1848
LOT 3	8,050	0.1848
LOT 4	8,050	0.1848
LOT 5	8,050	0.1848
LOT 6	8,050	0.1848
LOT 7	8,753	0.2009

LOT AREA TABLE		
Area	Sq. Feet	Acres
LOT 8	8,041	0.1846
LOT 9	8,050	0.1848
LOT 43	8,008	0.1838
LOT 55	8,050	0.1848
LOT 56	8,050	0.1848
LOT 57	8,050	0.1848
LOT 58	8,050	0.1848

FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
DATE: APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



1804009

SHEET 2 OF 11

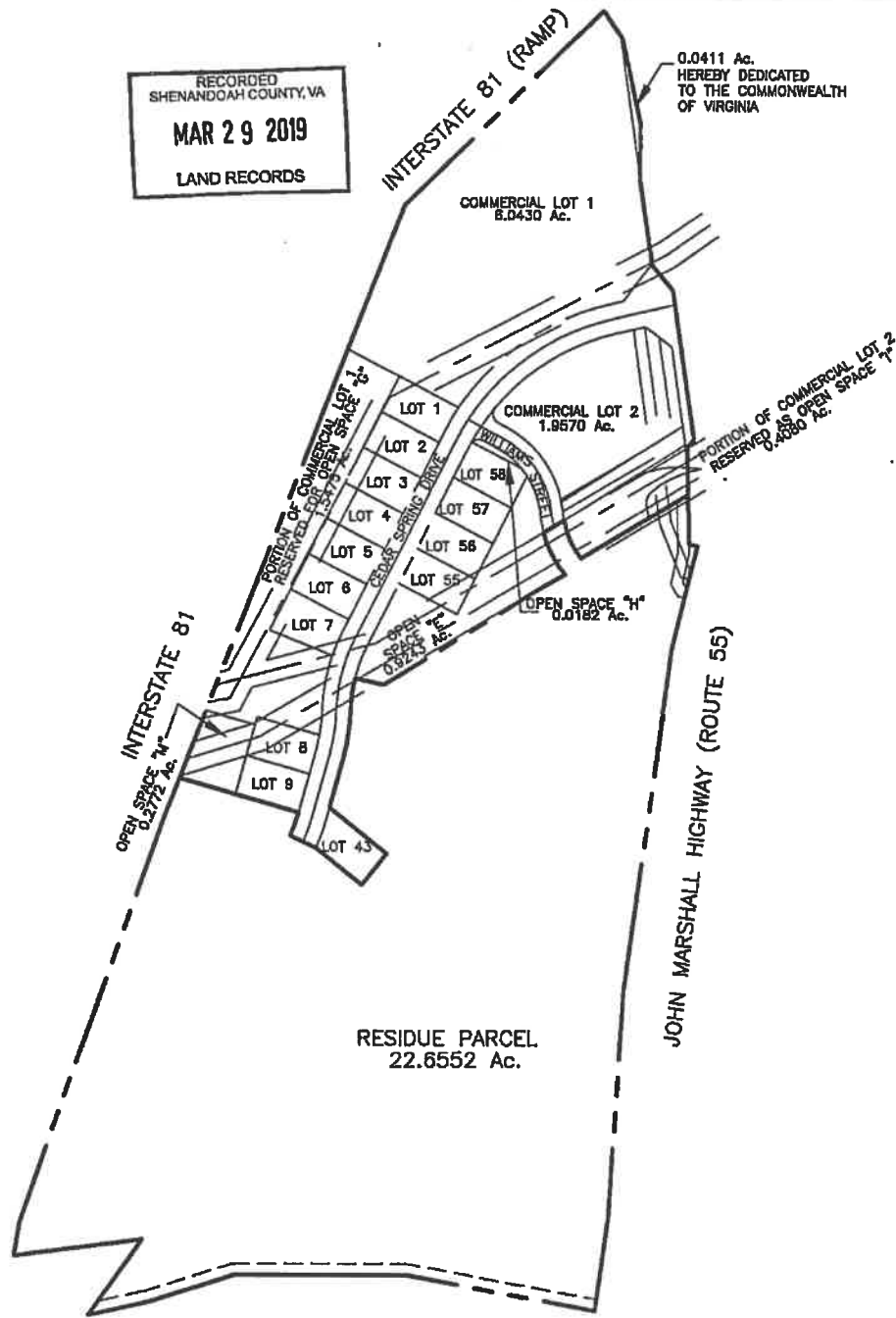


**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
Email: office@painterlewis.com

11

NO 83/96

RECORDED  
SHENANDOAH COUNTY, VA  
MAR 29 2019  
LAND RECORDS



KEY MAP

FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=250' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



1804009

SHEET 3 OF 11



**PAINTER-LEWIS, P.L.C.**  
617 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
Email: office@painterlewis.com

# CURVE TABLE

CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	318.19'	43°24'27"	420.00'	167.17'	S87°11'08"E	310.64'
C2	313.44'	40°16'00"	446.00'	163.51'	S85°36'55"E	307.03'
C3	254.31'	36°58'55"	394.00'	131.76'	S83°58'22"E	249.92'
C4	22.59'	03°17'06"	394.00'	11.30'	N75°53'38"E	22.59'
C5	15.98'	02°27'57"	371.42'	7.99'	N73°01'07"E	15.98'
C6	44.91'	06°55'38"	371.42'	22.48'	N68°19'20"E	44.88'
C7	45.83'	06°15'08"	420.00'	22.94'	N67°59'05"E	45.81'
C8	55.11'	06°44'19"	468.58'	27.59'	N70°52'56"E	55.08'
C9	21.71'	02°39'15"	468.58'	10.86'	N66°11'08"E	21.71'
C10	30.47'	102°40'40"	17.00'	21.25'	N26°11'51"E	26.55'
C11	5.74'	19°20'17"	17.00'	2.90'	N77°10'55"E	5.71'
C12	20.18'	68°00'28"	17.00'	11.47'	S59°08'43"E	19.01'
C13	158.45'	55°01'19"	165.00'	85.93'	S02°22'10"W	152.43'
C14	177.86'	55°01'19"	185.00'	96.35'	S02°22'10"W	170.91'
C15	55.88'	22°04'48"	145.00'	28.29'	S14°08'08"E	55.53'
C16	18.49'	07°18'17"	145.00'	9.26'	S00°35'26"W	18.47'
C17	64.88'	25°38'15"	145.00'	32.99'	S17°03'42"W	64.34'
C18	13.91'	04°49'47"	165.00'	6.96'	S27°27'56"W	13.90'
C19	21.95'	06°47'55"	185.00'	10.99'	N26°28'52"E	21.94'
C20	5.78'	02°17'07"	145.00'	2.89'	N28°44'16"E	5.78'
C21	72.66'	28°42'43"	145.00'	37.11'	N13°14'21"E	71.90'
C22	83.34'	25°48'35"	185.00'	42.39'	N10°10'37"E	82.63'
C23	133.63'	25°31'20"	300.00'	67.94'	N52°05'51"E	132.53'
C24	63.14'	13°09'21"	275.00'	31.71'	N58°16'50"E	63.01'
C25	59.35'	12°21'59"	275.00'	29.79'	N45°31'10"E	59.24'
C26	45.77'	08°04'06"	325.00'	22.92'	N60°49'28"E	45.73'
C27	99.00'	17°27'14"	325.00'	49.89'	N48°03'47"E	98.82'
C28	73.63'	14°03'45"	300.00'	37.00'	S46°22'03"W	73.45'
C29	79.77'	14°03'45"	325.00'	40.08'	S46°22'03"W	79.57'
C30	43.07'	08°58'26"	275.00'	21.58'	S43°49'23"W	43.03'
C31	24.42'	05°05'19"	275.00'	12.22'	S50°51'16"W	24.42'
C32	52.77'	09°18'09"	325.00'	26.44'	S58°03'00"W	52.71'
C33	48.71'	09°18'09"	300.00'	24.41'	S58°03'00"W	48.65'
C34	1.83'	00°22'53"	275.00'	0.92'	S53°35'22"W	1.83'
C35	42.82'	08°55'16"	275.00'	21.45'	S58°14'26"W	42.78'
C78	78.45'	50°59'50"	145.00'	39.66'	N14°22'55"E	77.49'

## LINE TABLE

LINE	BEARING	DISTANCE
L1	S03°18'41"W	53.24'
L2	S03°18'41"W	4.43'
L3	S37°55'42"W	93.95'
L4	S37°55'42"W	6.90'
L5	S29°27'17"W	146.89'
L6	S29°27'17"W	3.23'
L7	S80°53'34"W	17.44'
L8	S36°29'49"W	25.07'
L9	S38°29'50"W	58.07'
L10	S29°39'07"W	28.76'
L11	N29°52'50"E	16.61'
L12	N82°40'18"W	42.03'
L13	N29°52'50"E	16.61'
L14	N25°08'29"W	16.66'
L15	S25°08'29"E	26.37'
L16	S25°08'29"E	66.36'
L17	S29°52'50"W	16.61'

## LINE TABLE

LINE	BEARING	DISTANCE
L18	S74°47'38"W	83.88'
L19	N65°28'54"W	25.72'
L20	S65°28'54"E	53.92'
L21	S15°24'48"E	58.13'
L22	N39°39'59"W	51.37'
L23	S53°23'55"W	92.15'
L24	S29°28'04"W	24.10'
L25	N65°28'54"W	113.46'
L26	N59°24'28"E	17.70'
L27	S53°23'55"W	21.63'
L28	N74°47'38"E	28.43'
L29	N04°56'31"W	62.58'
L30	S79°54'23"E	79.27'
L31	S29°27'17"W	38.94'
L32	S74°47'38"W	26.92'
L33	N15°12'22"W	6.77'

FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
DATE: APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



1804009

SHEET 4 OF 11



**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
Email: office@painterlewis.com

1. SEE SHEETS 3 OF 11 FOR LINE AND CURVE TABLES.  
2. DISTANCES IN PARENTHESIS (XX') INDICATE TIE DISTANCES.

MAR 29 2019

## LAND RECORDS

S03°18'41"W  
57.67'

INTERSTATE 81 (RAMP)  
26°30'E 490.11'

0.0411 Ac.  
HEREBY DEDICATED  
TO THE COMMONWEALTH  
OF VIRGINIA

COMMERCIAL LOT 1  
6.0430 Ac.

20' LANDSCAPE  
CORRIDOR BUFFER  
AND PEDESTRIAN  
ACCESS EASEMENT  
1.4

JOHN MARSHALL HIGHWAY  
ROUTE 55  
VARIABLE WIDTH R/W

20' STORM  
SEWER EASEMENT

**2' PEDESTRIAN  
ACCESS EASEMENT**

COLUMBIA GAS TRANSMISSION CORP. (LINE VB)  
N79°37'50"W 521.12'

CEDAR C2  
C1 SPRING  
C3 52' R/

DRIVE

20' WATER  
LINE EASEMENT

COMMERCIAL LO  
1.9570 Ac.

OPEN SPACE  
0.0182 Ac.

1

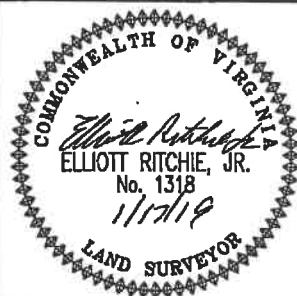
**NOTE:**

1. SEE SHEETS 10 OF 11  
FOR DETAIL INFORMATION ON  
EASEMENTS.

FINAL SUBDIVISION PLAT  
SECTION 1

**CEDAR SPRING ESTATES**

TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=100' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



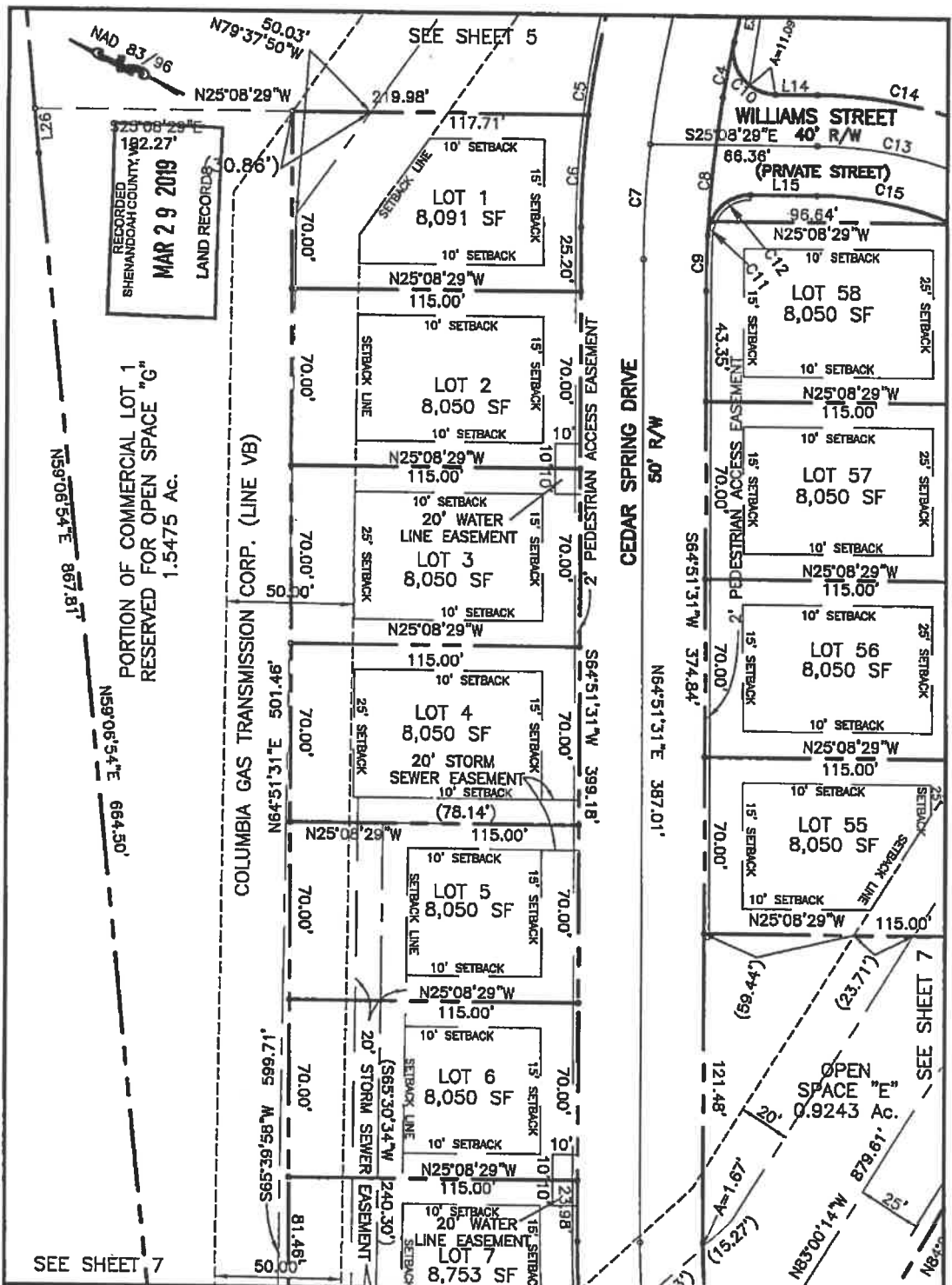
1804009

SHEET 5 OF 11



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Email: [office@painterlewis.com](mailto:office@painterlewis.com)



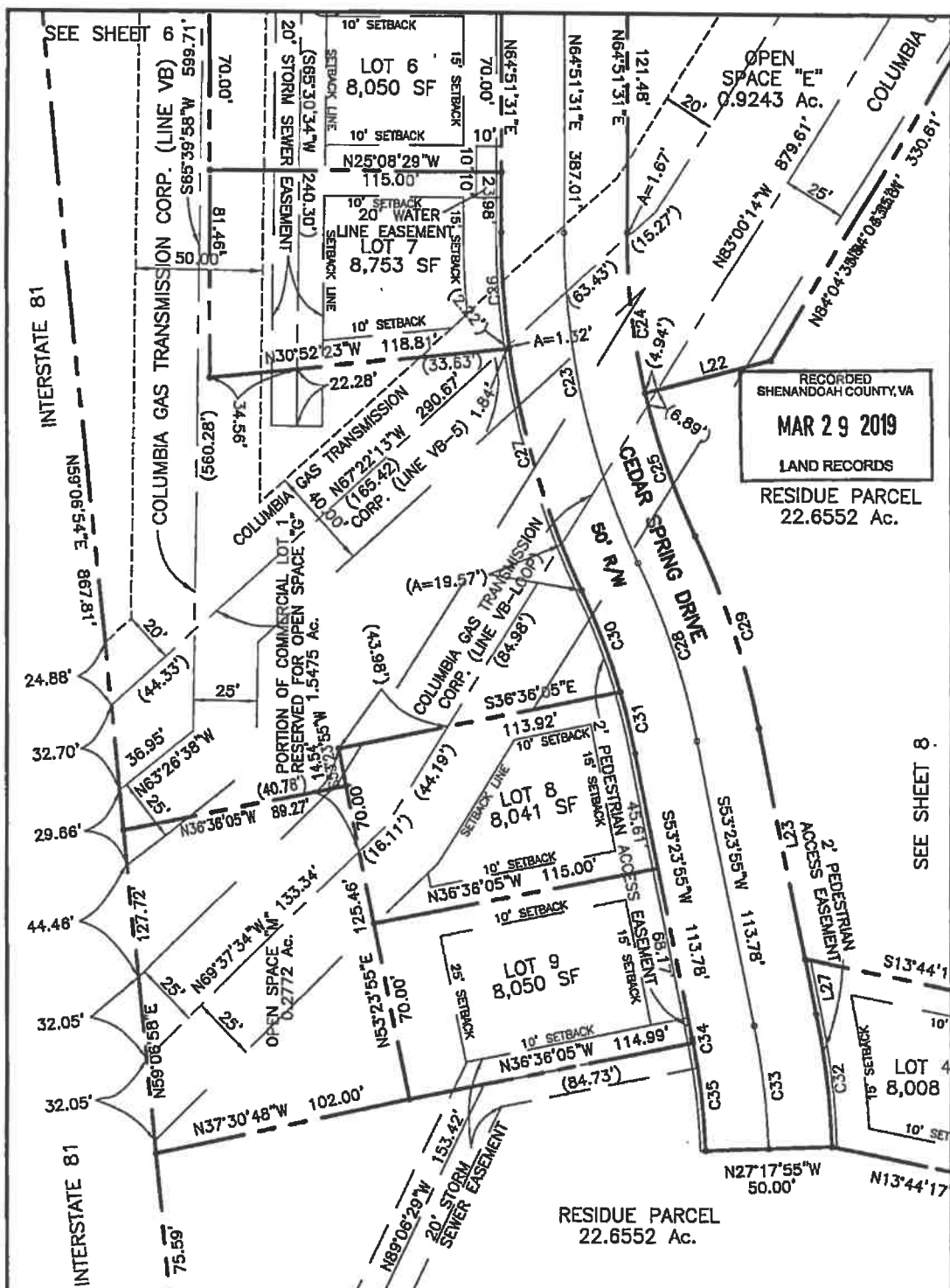
FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=50' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019

COMMONWEALTH OF VIRGINIA  
*Elliott Ritchie, Jr.*  
ELLIOTT RITCHIE, JR.  
No. 1318  
11/7/19  
LAND SURVEYOR



**PAINTER-LEWIS, P.L.C.**  
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Winchester, Virginia 22601 Facsimile (540) 662-5793  
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FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=50' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



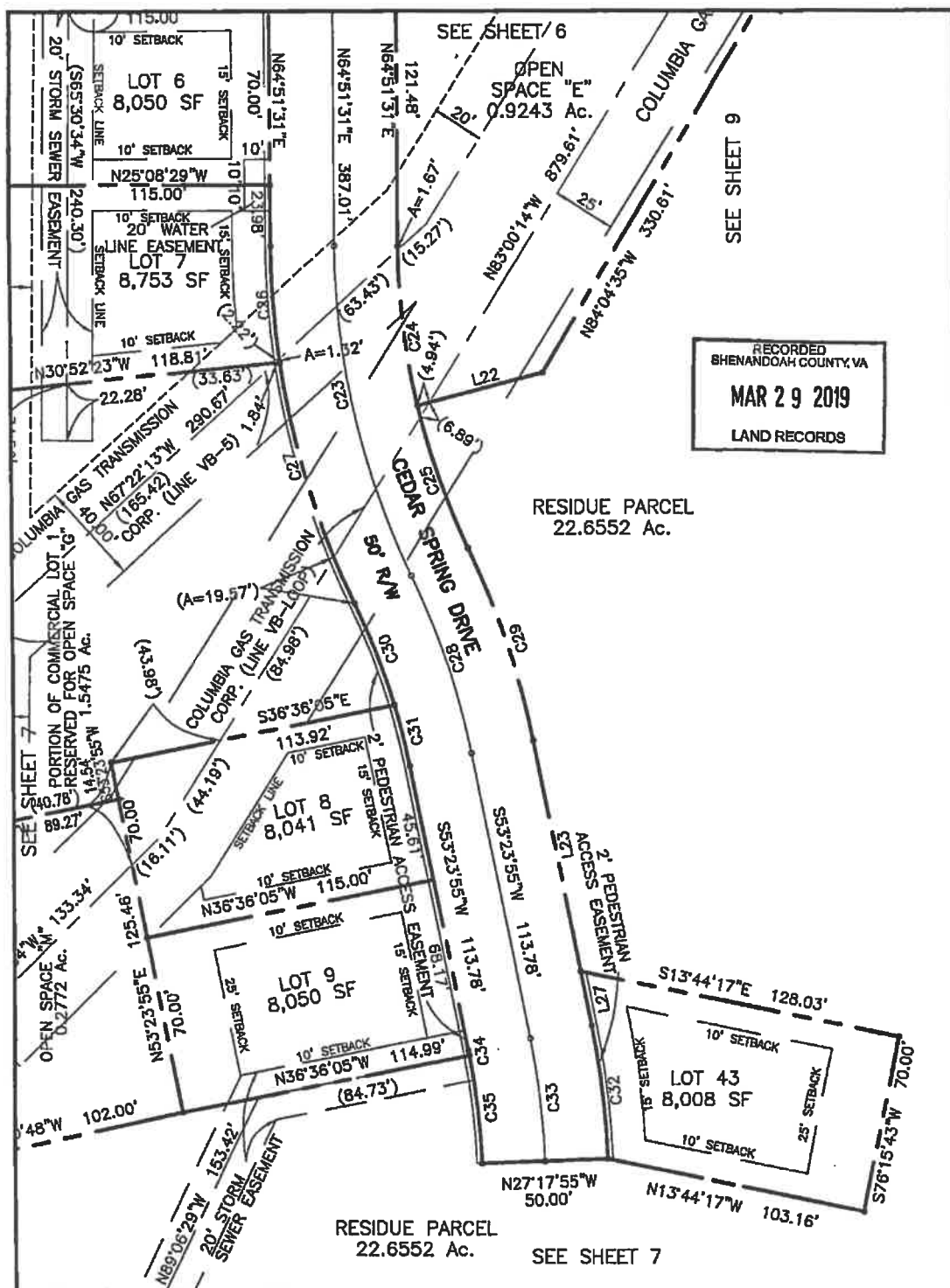
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SHEET 7 OF 11

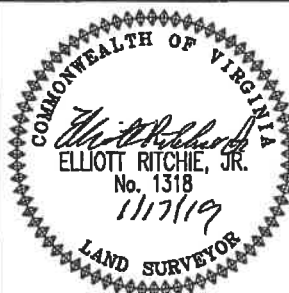


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Winchester, Virginia 22601 Facsimile (540) 662-5793  
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FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=50' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019

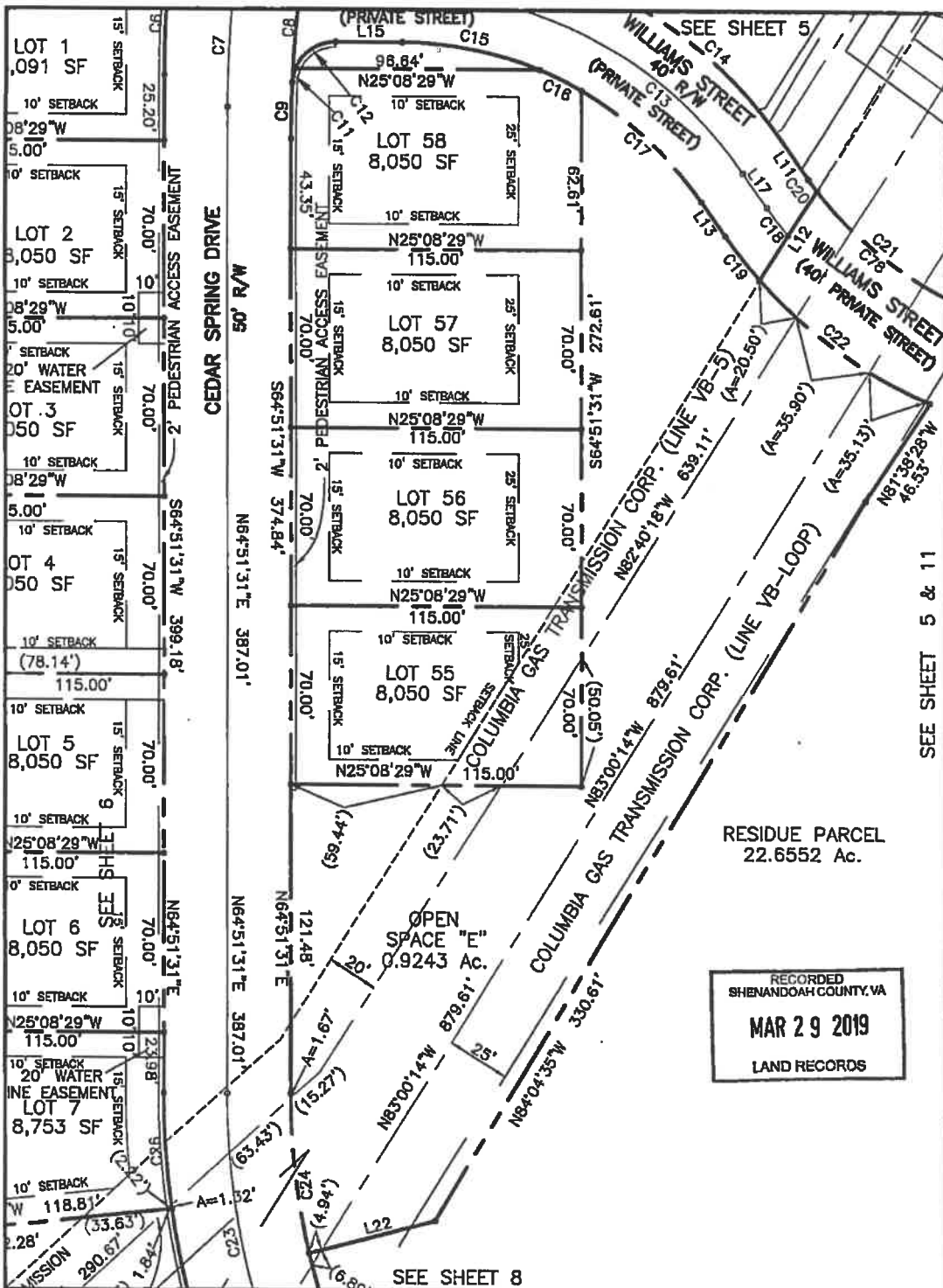


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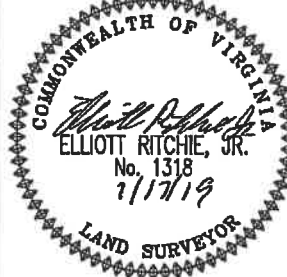
SHEET 8 OF 11



**PAINTER-LEWIS, P.L.C.**  
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FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=50' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019

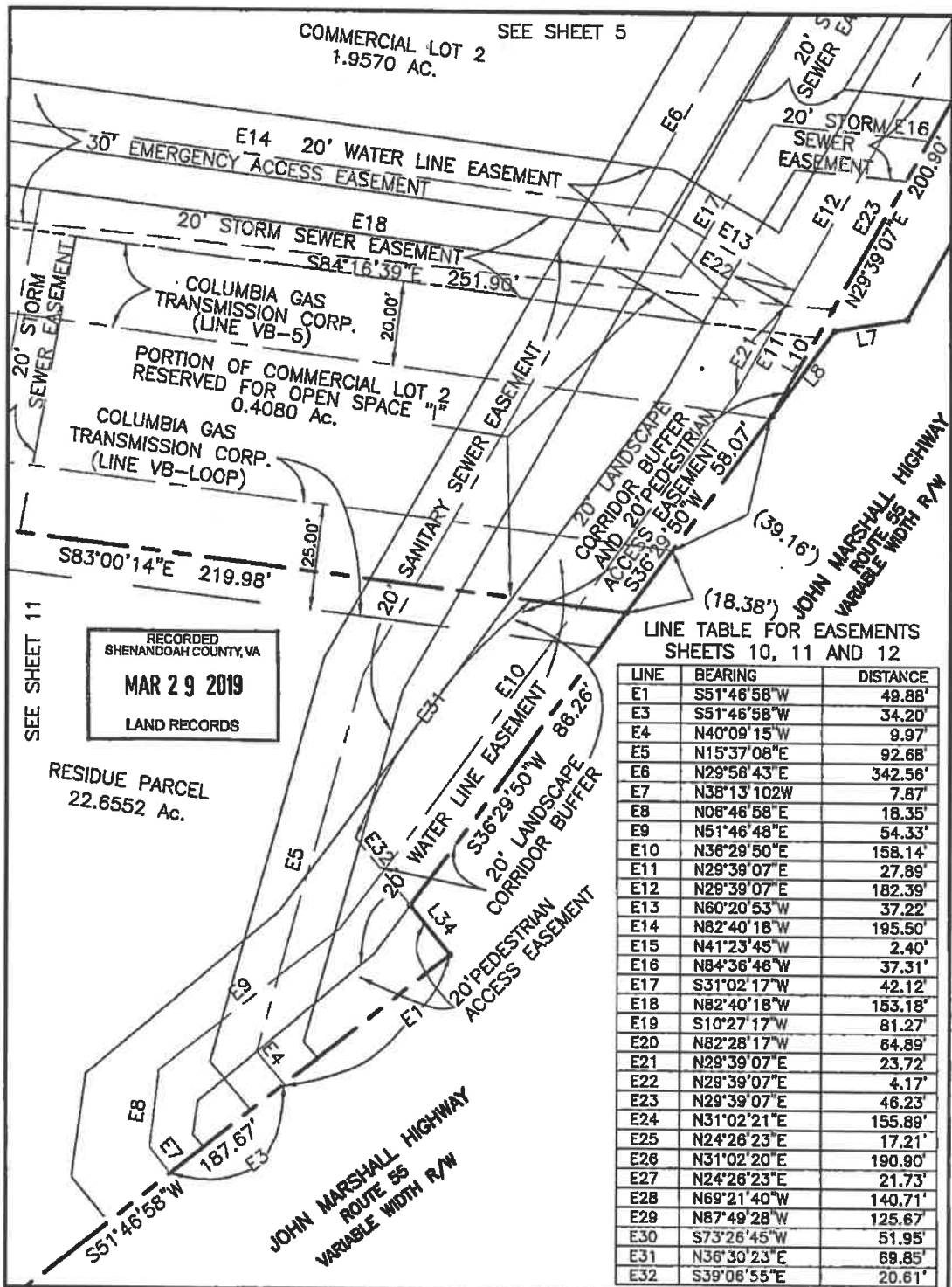


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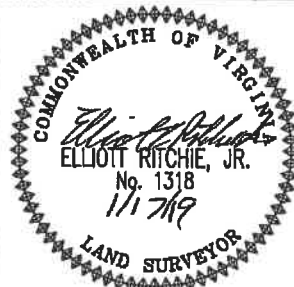
SHEET 9 OF 11



**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
Email: office@painterlewis.com



FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=30' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



1804009

SHEET 10 OF 11

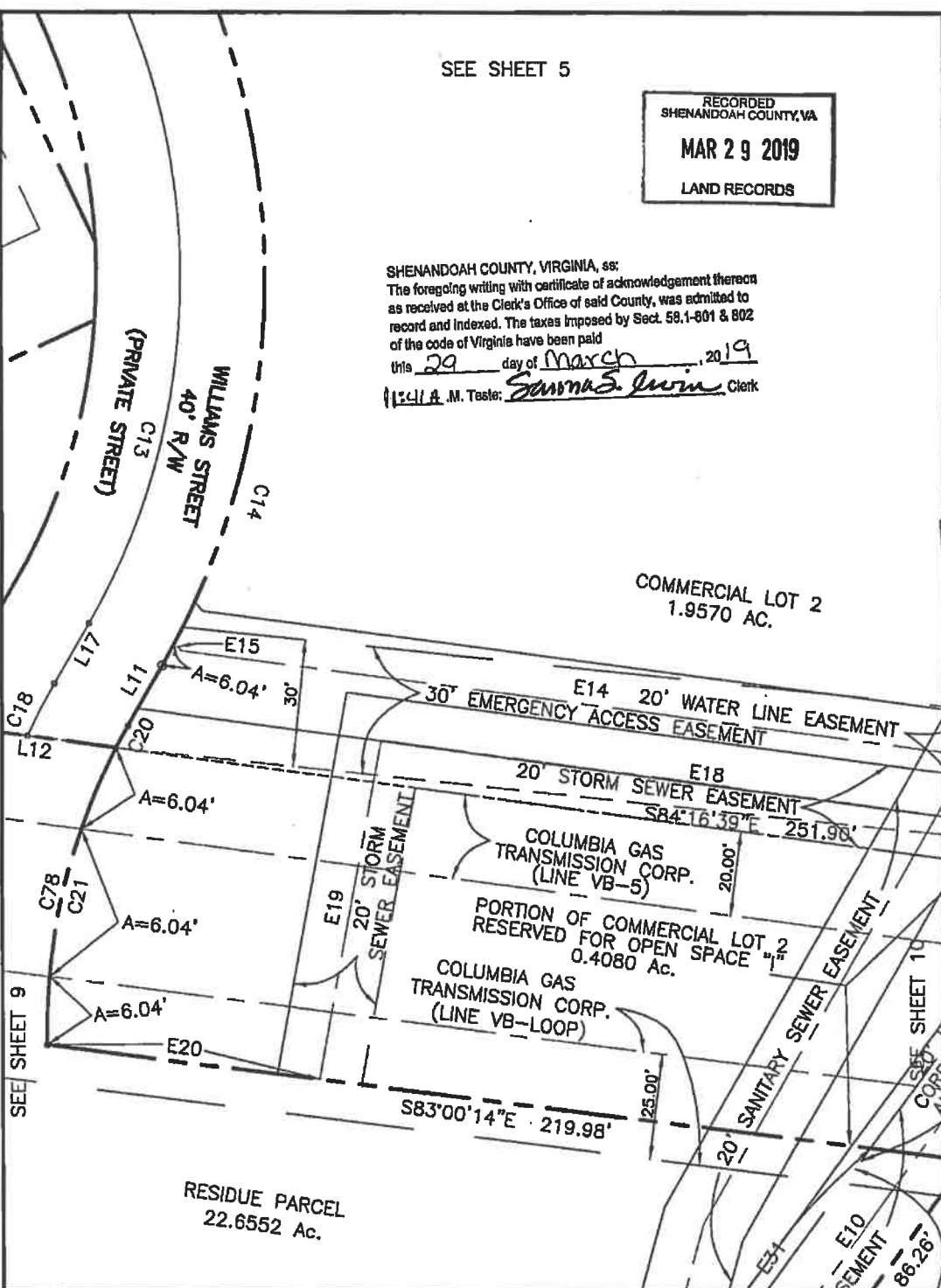


**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 662-6792  
Winchester, Virginia 22601 Facsimile (540) 662-6793  
Email: office@painterlewis.com

SEE SHEET 5

RECORDED  
SHENANDOAH COUNTY, VA  
MAR 29 2019  
LAND RECORDS

SHENANDOAH COUNTY, VIRGINIA, ss:  
The foregoing writing with certificate of acknowledgement thereon  
as received at the Clerk's Office of said County, was admitted to  
record and indexed. The taxes imposed by Sect. 59.1-801 & 802  
of the code of Virginia have been paid  
this 29 day of March, 2019  
J. M. Tester: Sandra S. Ivin Clerk



FINAL SUBDIVISION PLAT  
SECTION 1  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=30' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



1804009

SHEET 11 OF 11



**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
Email: office@painterlewis.com



**THIS DEED OF SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 2**  
(the “**Deed of Subdivision**”) made and dated this 15th day of February, 2019, by and between **STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.**, a Virginia limited liability partnership, hereinafter referred to as the “**Owner**”; **BB&T-VA COLLATERAL SERVICE CORPORATION**, hereinafter referred to as the “**Trustee**”; **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, hereinafter referred to as “**Lender**”; and the **TOWN OF STRASBURG, VIRGINIA**, hereinafter referred to as the “**Town**” (for indexing purposes only).

**RECITALS:**

A. The Owner is vested with fee simple title to that certain tract or parcel of land, together with all improvements thereon and all right, rights of way and appurtenances thereunto belonging, lying and being situate in the Town of Strasburg, Davis Magisterial District, Shenandoah County, Virginia, containing 36.3270 acres, more or less, designated as “Tract 2” on that certain plat titled “Plat Of The Estate Of Katherine W. Warrenfeltz” dated November 7, 1980, drawn by Elliott Ritchie, Jr., L.S., which plat is attached to and made a part of that certain Deed dated June 3, 1982, of record in the Clerk’s Office of the Circuit Court of Shenandoah County, Virginia in Deed Book 440, at Page 791; and being the same lands acquired by Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, by that certain Deed dated May 5, 2003, of record in the aforesaid Clerk’s Office in Deed Book 1049, at Page 397, Tax Map 16-A-86 (the “**Parent Tract**”).

B. The Parent Tract is subject to that Credit Line Deed of Trust dated April 14, 2008, from Strasburg Interstate Properties, L.P., L.L.P. to BB&T-VA Collateral Services Corporation, Trustee, to secure Branch Banking and Trust Company the indebtedness described therein, of record in the aforesaid Clerk’s Office in Deed Book 1407, at Page 848 (the “**Deed of Trust**”).

C. The Owner intends to subdivide a portion of the Parent Tract so as to create those certain single family residential lots or parcels of land designated as Lot 10 through Lot

*Return to:*

Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA



18, inclusive, Lot 42, Lot 44 through Lot 48, inclusive (the “**Residential Lots**”) in that certain development known as Cedar Spring Estates, as more fully set forth on that certain plat titled “Final Subdivision Plat Section 2 Cedar Spring Estates” dated April 26, 2018, revised through August 9, 2018, drawn by Elliott Ritchie, Jr., L.S. (the “**Subdivision Plats**”), which Subdivision Plats are attached hereto and incorporated herein by reference as if set out in full.

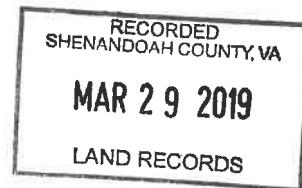
D. In addition to the subdivision of the Residential Lots, as set forth in Recital C, above, the Owner intends to create and impress a pedestrian access easement, storm sewer easement, water line easement, sight distance easement, and to subdivide Open Space “A” and other development matters, as more fully set forth on the attached Subdivision Plats, as more fully set forth hereinafter.

E. In addition to the subdivision of the Residential Lots and the dedication of certain easements and other development matters, the Owner intends to dedicate a portion of Cedar Spring Drive and Warrenfeltz Place as public streets to the Town, as more fully set forth on the attached Subdivision Plats, as more fully set forth hereinafter.

F. The subdivision of a portion of the Parent Tract, dedication of public streets and creation of various easements in connection therewith, as set forth hereinabove, is with the consent and approval of the Town, as evidenced by its execution of the attached Subdivision Plats.

G. The attached Subdivision Plats are part of the development of Cedar Spring Estates, a residential/commercial development, which will be supplemented by additional Deeds of Subdivision and Subdivision Plats of Section 1, Section 3, Section 4, Section 5, Section 6 and Section 7, Cedar Spring Estates, to be recorded among the land records in the Clerk’s Office of the Circuit Court of Shenandoah County, Virginia.

**NOW, THEREFORE, THIS DEED OF SUBDIVISION WITNESSETH:** That for and in consideration of the premises and the benefits which will accrue by reason of this subdivision, the Owner hereby subdivides a portion of the Parent Tract, designated as Cedar



Spring Estates, Section 2, as more particularly described on the Subdivision Plats attached hereto and made a part hereof and by this reference incorporated herein as if set out in full.

## **ARTICLE I**

### **DEDICATION OF STREETS AND SUBDIVISION OF LOTS**

**Section 1. Dedication of Streets:** The Owner hereby dedicates and conveys unto the Town, as public streets, a portion of Cedar Spring Drive and a portion of Warrenfeltz Place, as shown on the attached Subdivision Plats.

**Section 2. Subdivision of Residential Lots:** The Owner hereby subdivides the Residential Lots from the Parent Tract, as more fully set forth on the attached Subdivision Plats.

**Section 3. Subdivision of Open Space Lot:** The Owner hereby subdivides Open Space "A", containing 1.1722 acres, more or less, as more fully set forth on the attached Subdivision Plats.

## **ARTICLE II**

### **DEVELOPMENT EASEMENTS**

**Section 1. Dedication of Easements:** The Owner hereby creates and impresses the following easements as more particularly described on the Subdivision Plats:

(a) That certain pedestrian access easement designated as "2' Pedestrian Access Easement" (the "**2' Pedestrian Access Easement**");

(b) That certain storm sewer easement designated as "20' Storm Sewer Easement" (the "**20' Storm Sewer Easement**");

(c) That certain water line easement designated as "20' Water Line Easement" (the "**20' Water Line Easement**");

(d) That certain sight distance easement designated as "Sight Distance Easement" (the "**Sight Distance Easement**").

The aforesaid 2' Pedestrian Access Easement, 20' Storm Sewer Easement, 20' Water Line Easement and Sight Distance Easement are sometimes hereinafter referred to as the



**“Development Easements”.**

**Section 2. Reserved Development Easements:** The Owner reserves unto itself, its successors and/or assigns, for a period of five (5) years from the date of conveyance of the first Residential Lot in Cedar Spring Estates, Section 2 a blanket easement and right on, over and under the ground within Cedar Spring Estates, Section 2 (including, but not limited to, the Residential Lots and the Open Space Lot) to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Owner shall restore the affected property to its original condition as nearly as is practical. The Owner shall give reasonable notice to all affected owner(s) of the Residential Lots of its intent to take such action, unless in the sole opinion of the Owner an emergency exists which precludes such notice. Reservation by the Owner of such blanket easements and rights contained herein shall not in any way obligate the Owner to undertake any maintenance, repair and/or corrective action whatsoever and shall not impose any liability or responsibility whatsoever upon the Owner for any such maintenance, repair and/or corrective action.

**ARTICLE III**

**TOWN CONSENT TO SUBDIVISION**

The subdivision of the Cedar Spring Estates, Section 2, as more fully set forth on the attached Subdivision Plats is with the consent and approval of the Town, as evidenced by its execution of the attached Subdivision Plats.

**ARTICLE IV**

**LENDER CONSENT**

Branch Banking and Trust Company, the beneficiary under the aforesaid Deed of Trust, consents to the subdivision of the Parent Tract, as evidenced by the signature hereto of its authorized representative and directs the Trustee to execute this Deed of Subdivision in





conformity therewith in order to:

(a) Release the lien of the aforesaid Deed of Trust as to the roadway dedication to the Town for a portion of Cedar Spring Drive and Warrenfeltz Place, containing 1.722 acres, more or less,

(b) To subordinate the lien of the Deed of Trust to the Development Easements established and dedicated hereby, all of which are shown on the aforesaid Subdivision Plats attached hereto and incorporated herein by reference as if set out in full.

WITNESS the following signatures and seals:

STRASBURG INTERSTATE PROPERTIES,  
L. P., L.L.P.

By: [Signature] (SEAL)  
ROBERT W. CLAYTOR, General Partner

By: [Signature] (SEAL)  
WALTER H. AIKENS, General Partner

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

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2019, by Robert W. Claytor, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership.

My commission expires August 31, 2022

[Signature]  
NOTARY PUBLIC 138933

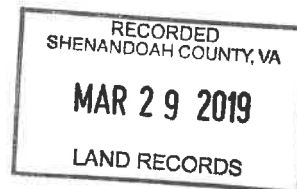
STATE OF VIRGINIA,  
CITY/COUNTY OF FREDERICK, to-wit:

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2019, by Walter H. Aikens, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership

My commission expires August 31, 2022

[Signature]  
NOTARY PUBLIC 138933

BB&T-VA COLLATERAL SERVICE



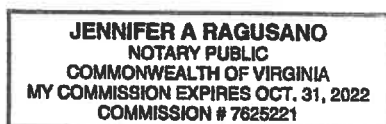
CORPORATION

By: David A. Chandler (SEAL)

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

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of BB&T-VA Collateral Service Corporation.

My commission expires 10-31-2022.



Jennifer A. Ragusano  
NOTARY PUBLIC

BRANCH BANKING AND TRUST  
COMPANY

By: David A. Chandler (SEAL)

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

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of Branch Banking And Trust Company.

My commission expires 10-31-2022.



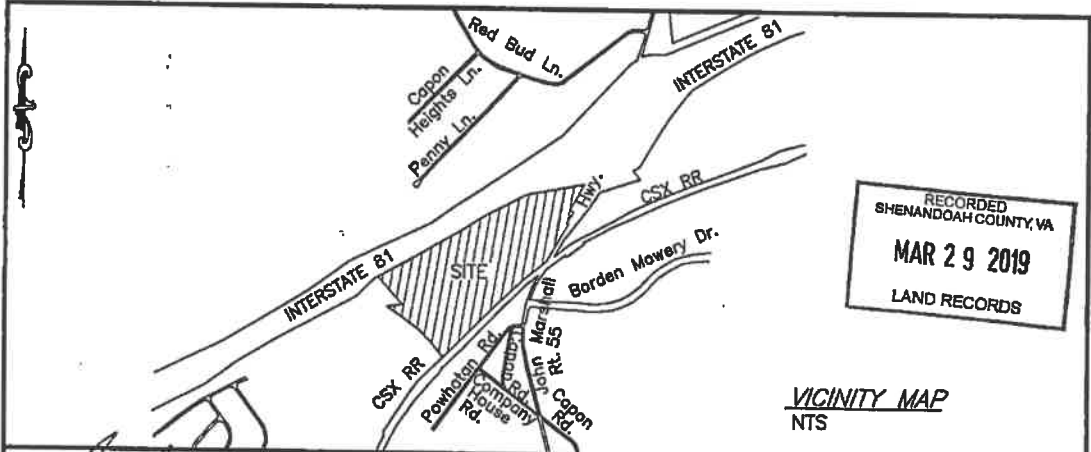
Jennifer A. Ragusano  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Michael L. Bryan, Esquire  
116 South Braddock Street  
Winchester, Virginia 22601  
540/545-4130

Deeds\Strasburg Interstate Properties Deed of Subdivision 2  
2/7/19

INSTRUMENT 190001574  
RECORDED IN THE CLERK'S OFFICE OF  
SHENANDOAH COUNTY CIRCUIT COURT ON  
MARCH 29, 2019 AT 11:51 AM  
SARONA S. IRVIN, CLERK  
RECORDED BY: LIS



**APPROVED BY**

[Signature] **SUBDIVISION AGENT/TOWN MANAGER** 3/14/19 **DATE**

[Signature] **MAYOR** 3-12-19 **DATE**

[Signature] **PLANNING COMMISSION CHAIRMAN** 3/8/19 **DATE**

**OWNER'S CONSENT**

THE ABOVE AND FOREGOING SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 4, AS APPEARS IN THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND/OR TRUSTEES, IF ANY. ALL ITEMS, PLANS, DESIGNS AND INFORMATION, PROVIDED FOR THE APPROVAL OF THE PRELIMINARY PLAT, APPROVED AUGUST 27, 2018, REMAIN IN FULL FORCE AND EFFECT, WITHOUT MODIFICATION, AS PART OF THE APPROVED FINAL PLAT, AND THE UNDERSIGNED ACKNOWLEDGES THE OBLIGATION TO COMPLETE ALL ACTION REQUIRED AS A PART OF SUCH PLANS, THE SAME AS IF THEY WERE SET FORTH HEREIN AND THE FINAL PLAT IS APPROVED SUBJECT TO THE OWNERS REQUIRED COMPLETION OF ALL MEASURES INCLUDED WITHIN SUCH APPROVED PLANS.

BY: [Signature] **ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.** 2/15/19 **DATE**

STATE OF Virginia **NOTARY PUBLIC**

CITY/COUNTY OF Frederick

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS 15<sup>th</sup> DAY OF Feb., 2019.

BY Walker H. Aikens

ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.

NOTARY PUBLIC [Signature] MY COMMISSION EXPIRES Aug 31, 2022

**SURVEYOR'S CERTIFICATE**

I, HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION REPRESENTS AN ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DIMENSIONAL AND OTHER DATA IS CORRECT AND IS THAT SAME LAND CONVEYED TO STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P., A VIRGINIA LIMITED LIABILITY COMPANY BY DEED DATED MAY 5, 2003 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SHENANDOAH COUNTY, VIRGINIA AS DEED BOOK 1049, AT PAGE 397.

**FINAL SUBDIVISION PLAT**  
**SECTION 2**  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
DATE: APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019

1804009 SHEET 1 OF 7

**COMMONWEALTH OF VIRGINIA**  
[Signature]  
ELLIOTT RITCHIE, JR.  
No. 1318  
1/17/19  
LAND SURVEYOR

**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22801 Facsimile (540) 662-5793  
Email: office@painterlewis.com

**NOTES:**

1. CURRENT OWNER: STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.  
DEED BOOK 1049, PAGE 387  
TM# 16-A-88 1437 JOHN MARSHALL HIGHWAY  
36.3270 ACRES
2. NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
3. IRON RODS HAVE BEEN OR WILL BE SET AT ALL CORNERS NOT PREVIOUSLY MONUMENTED.
4. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X, PER FLOOD INSURANCE RATE MAP #5117100075C, EFFECTIVE DATE AUGUST 16, 2003.
5. THE SURVEY ON WHICH THIS SUBDIVISION PLAT IS BASED HAS A ERROR OF CLOSURE OF NOT LESS THAN 1 IN 10,000.
6. ZONED: PD
7. SETBACKS AS SHOWN ON SITE PLAN APPROVED BY THE TOWN OF STRASBURG DATED DECEMBER 13, 2006, PER TOWN OF STRASBURG ZONING ORDINANCE 165-402.09-H & J AND 165-601.02 165-402.09 H TOWNHOUSE
- FROM R/W = 15'  
REAR = 25'  
SIDE = 10'  
HEIGHT = 35'
8. NUMBER OF RESIDENTIAL LOTS = 15
9. ALL LOTS ARE SUBJECT TO A 10 FOOT UTILITY, DRAINAGE AND GRADING EASEMENT ALONG ALL PROPERTY LINES.

RECORDED  
SHENANDOAH COUNTY, VA

MAR 29 2019

LAND RECORDS

**AREA TABULATION TABLE**

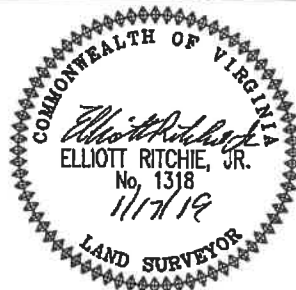
RESIDUE PARCEL	765,573 SF OR 17.5751 ACRES
SECTION 1 PARCEL	595,543 SF OR 13.6718 ACRES
SECTION 2 PARCEL	221,289 SF OR 5.0801 ACRES
ORIGINAL PARCEL	1,582,405 SF OR 36.3270 ACRES

OPEN SPACE "A"	51,060 SF OR 1.1722 ACRES
ROADWAY DEDICATIONS	39,402 SF OR 0.9045 ACRES
NEW LOTS 10-18	77,022 SF OR 1.7682 ACRES
NEW LOT 42	8,196 SF OR 0.1882 ACRES
NEW LOTS 44-48	45,609 SF OR 1.0470 ACRES
SECTION 2 TOTAL	221,289 SF OR 5.0801 ACRES

**LOT AREA TABLE**

Area	Sq. Feet	Acres
LOT 10	8,209	0.1884
LOT 11	8,039	0.1845
LOT 12	8,050	0.1848
LOT 13	8,050	0.1848
LOT 14	9,375	0.2152
LOT 15	8,644	0.1984
LOT 16	8,050	0.1848
LOT 17	9,149	0.2100
LOT 18	9,456	0.2171
LOT 42	8,196	0.1882
LOT 44	8,000	0.1837
LOT 45	9,775	0.2244
LOT 46	9,923	0.2278
LOT 47	9,146	0.2100
LOT 48	8,764	0.2012

FINAL SUBDIVISION PLAT  
SECTION 2  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
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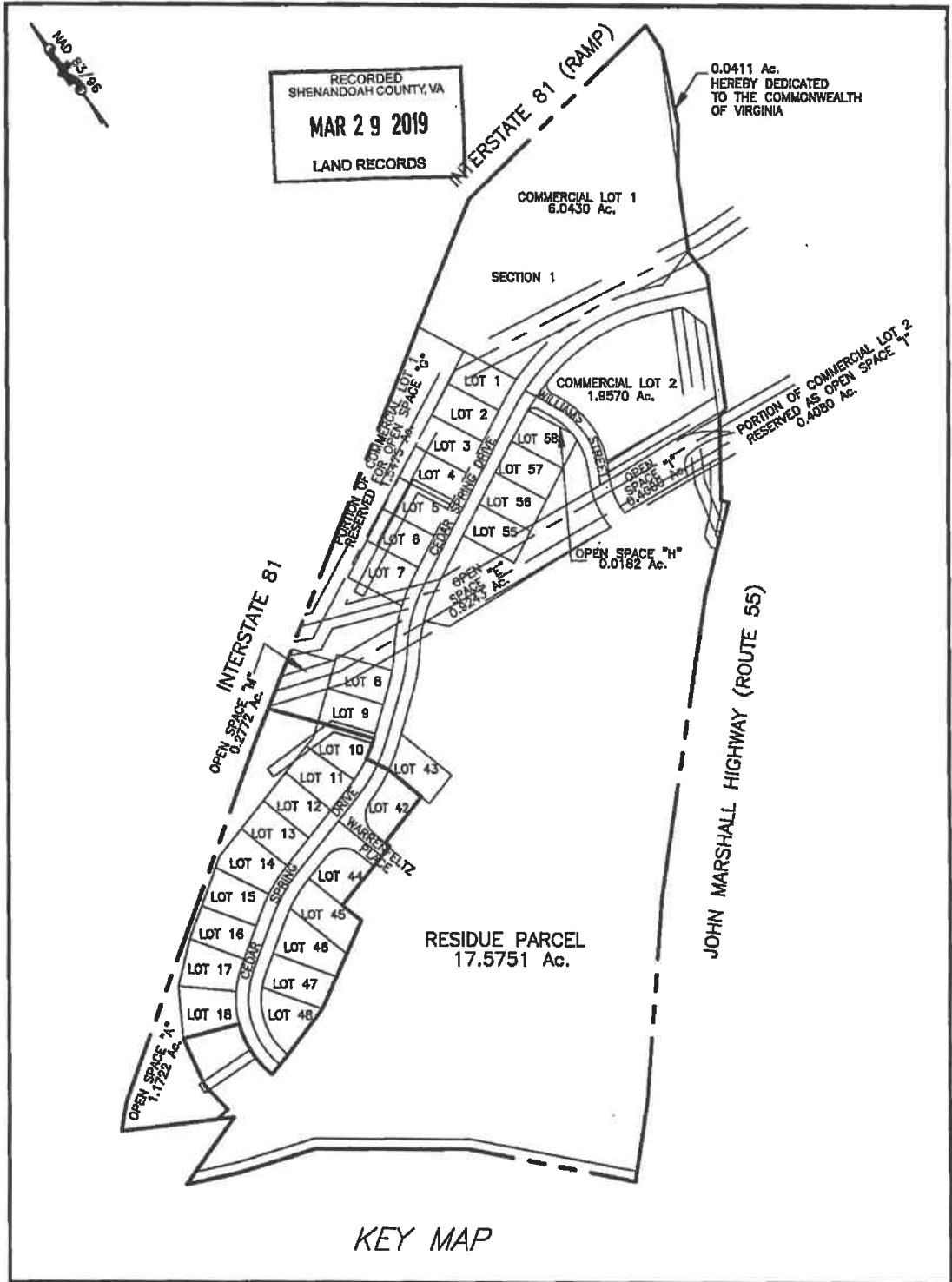


1804009

SHEET 2 OF 7



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FINAL SUBDIVISION PLAT  
SECTION 2  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=250' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



1804009

SHEET 3 OF 7



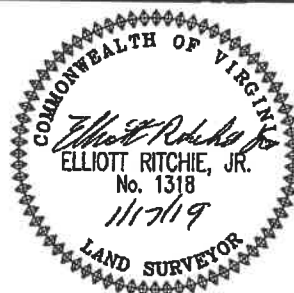
**PAINTER-LEWIS, P.L.C.**  
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Email: office@painterlewis.com

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C36	71.00'	13°33'38"	300.00'	35.67'	S69°28'54"W	70.84'
C37	71.47'	12°35'59"	325.00'	35.88'	S69°00'04"W	71.33'
C38	47.86'	09°58'14"	275.00'	23.99'	S67°41'12"W	47.80'
C39	17.23'	03°35'24"	275.00'	8.62'	S74°28'01"W	17.23'
C40	69.93'	89°02'21"	45.00'	44.25'	N30°46'53"E	63.10'
C41	70.69'	90°00'00"	45.00'	45.00'	S58°44'17"E	63.64'
C42	98.67'	18°50'41"	300.00'	49.78'	N66°50'22"E	98.23'
C43	66.40'	13°50'02"	275.00'	33.36'	N69°20'42"E	66.24'
C44	24.05'	05°00'39"	275.00'	12.03'	N59°55'21"E	24.04'
C45	3.88'	00°41'03"	325.00'	1.94'	N75°55'11"E	3.88'
C46	66.86'	11°47'13"	325.00'	33.55'	N69°41'03"E	66.74'
C47	36.15'	06°22'24"	325.00'	18.09'	N60°36'14"E	36.13'
C48	205.54'	71°22'23"	165.00'	118.51'	N21°43'51"E	192.51'
C49	24.22'	09°54'40"	140.00'	12.14'	N52°27'42"E	24.19'
C50	150.18'	61°27'43"	140.00'	83.23'	N16°46'31"E	143.08'
C51	50.41'	15°12'11"	190.00'	25.36'	N49°48'57"E	50.27'
C52	65.20'	19°39'39"	190.00'	32.92'	N32°23'02"E	64.88'
C53	121.07'	36°30'33"	190.00'	62.67'	N04°17'56"E	119.03'

RECORDED  
SHENANDOAH COUNTY, VA  
MAR 29 2019  
LAND RECORDS

FINAL SUBDIVISION PLAT  
SECTION 2  
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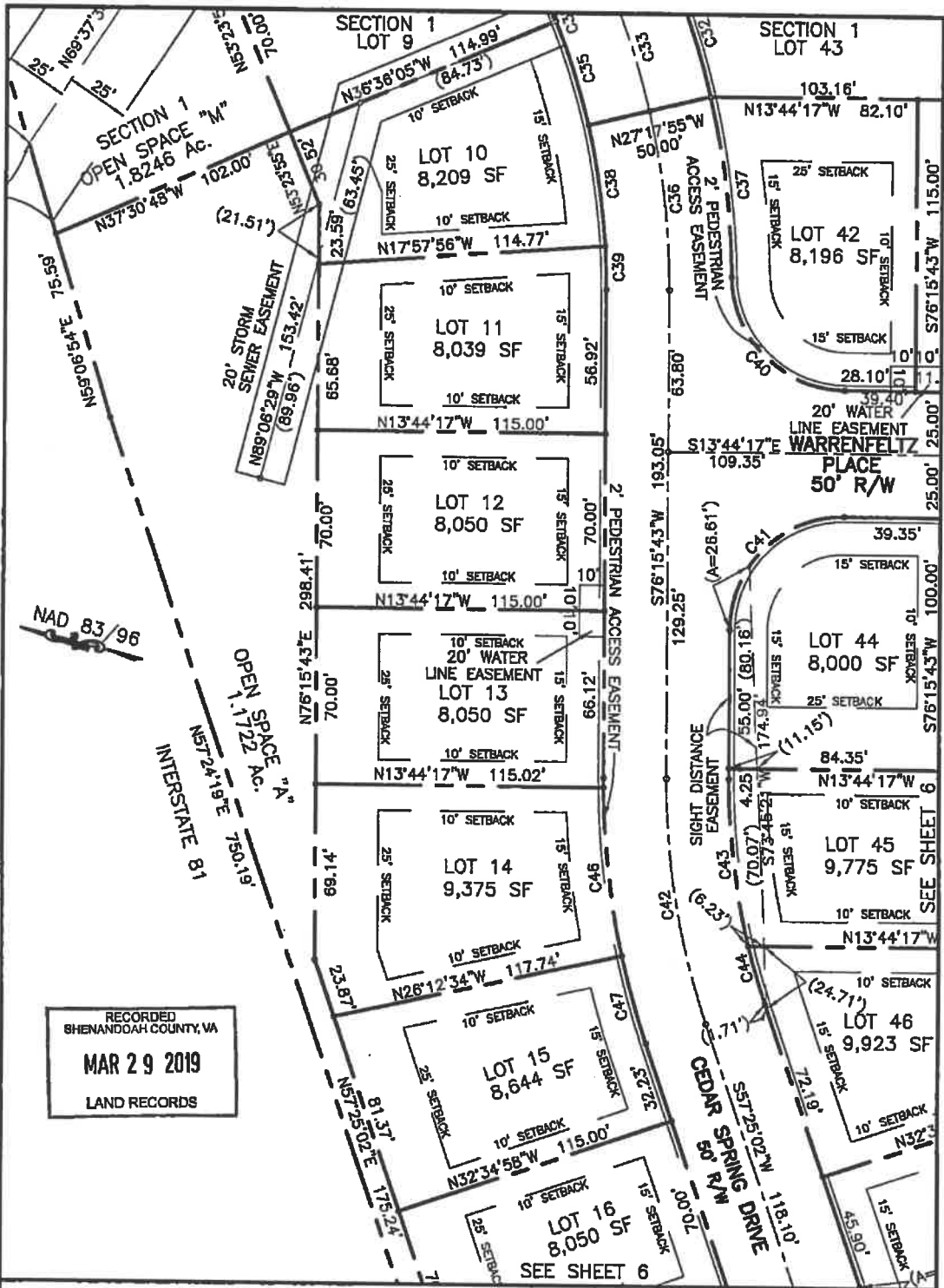


1804009

SHEET 4 OF 7



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FINAL SUBDIVISION PLAT  
SECTION 2  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
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SCALE: 1"=50' APRIL 26, 2018  
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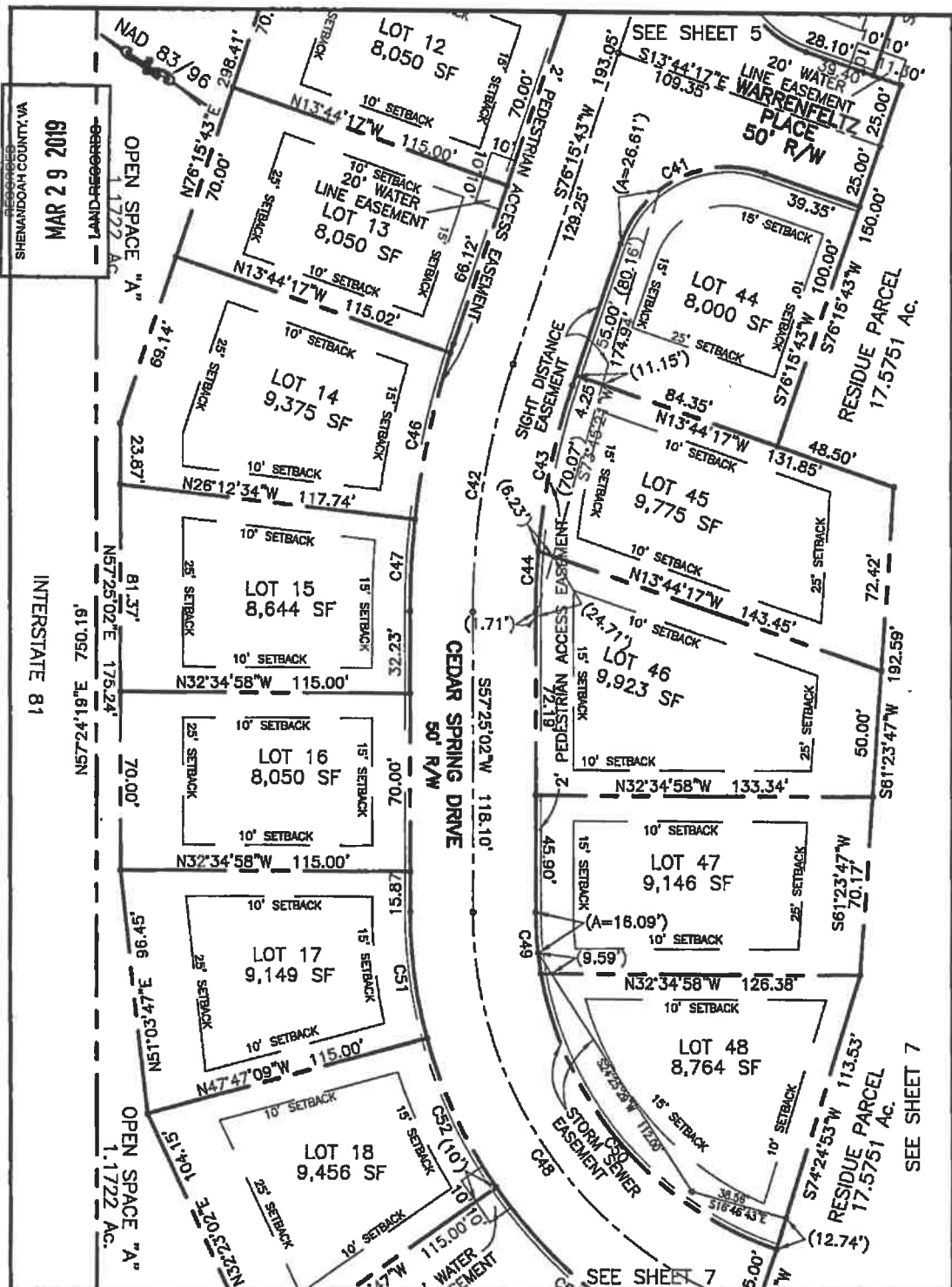
1804009

SHEET 5 OF 7



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SHENANDOAH COUNTY, VA  
MAR 29 2019  
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FINAL SUBDIVISION PLAT  
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TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
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COMMONWEALTH OF VIRGINIA  
*Elliott Ritchie, Jr.*  
ELLIOTT RITCHIE, JR.  
No. 1318  
1/17/19  
LAND SURVEYOR

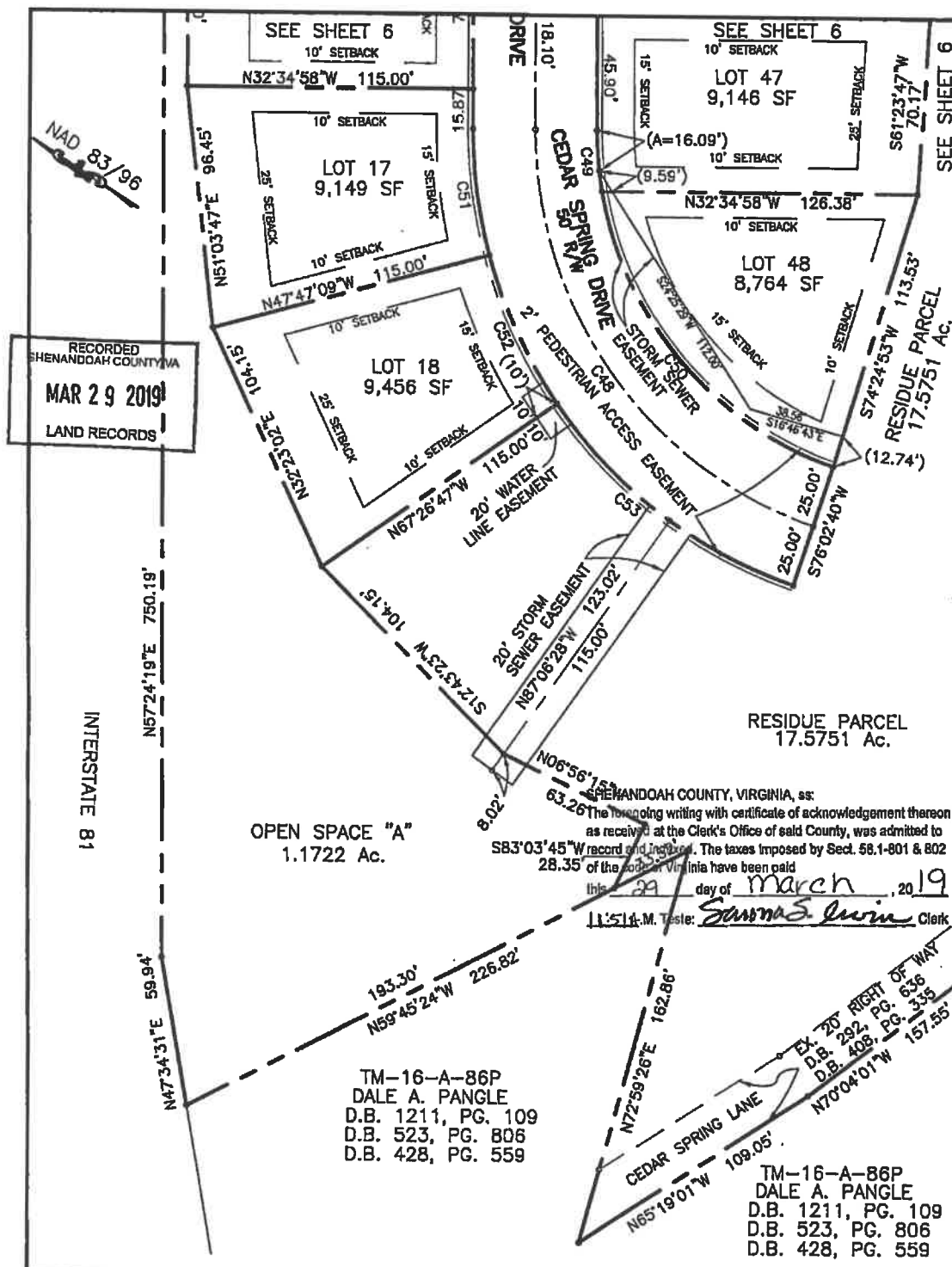
1804009

SHEET 6 OF 7

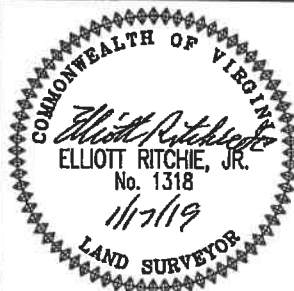


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FINAL SUBDIVISION PLAT  
SECTION 2  
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1804009

SHEET 7 OF 7



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817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
Email: office@painterlewis.com



**THIS DEED OF SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 3**  
(the **"Deed of Subdivision"**) made and dated this 15th day of February, 2019, by and between **STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.**, a Virginia limited liability partnership, hereinafter referred to as the **"Owner"**; **BB&T-VA COLLATERAL SERVICE CORPORATION**, hereinafter referred to as the **"Trustee"**; **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, hereinafter referred to as **"Lender"**; and the **TOWN OF STRASBURG, VIRGINIA**, hereinafter referred to as the **"Town"** (for indexing purposes only).

**RECITALS:**

A. The Owner is vested with fee simple title to that certain tract or parcel of land, together with all improvements thereon and all right, rights of way and appurtenances thereunto belonging, lying and being situate in the Town of Strasburg, Davis Magisterial District, Shenandoah County, Virginia, containing 36.3270 acres, more or less, designated as "Tract 2" on that certain plat titled "Plat Of The Estate Of Katherine W. Warrenfeltz" dated November 7, 1980, drawn by Elliott Ritchie, Jr., L.S., which plat is attached to and made a part of that certain Deed dated June 3, 1982, of record in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia in Deed Book 440, at Page 791; and being the same lands acquired by Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, by that certain Deed dated May 5, 2003, of record in the aforesaid Clerk's Office in Deed Book 1049, at Page 397, Tax Map 16-A-86 (the **"Parent Tract"**).

B. The Parent Tract is subject to that Credit Line Deed of Trust dated April 14, 2008, from Strasburg Interstate Properties, L.P., L.L.P. to BB&T-VA Collateral Services Corporation, Trustee, to secure Branch Banking and Trust Company the indebtedness described therein, of record in the aforesaid Clerk's Office in Deed Book 1407, at Page 848 (the **"Deed of Trust"**).

C. The Owner intends to subdivide a portion of the Parent Tract so as to create those certain single family residential lots or parcels of land designated as Lot19 through Lot

*Return to:*  
Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA



27, inclusive, and Lot 49 through Lot 54, inclusive (the “**Residential Lots**”) in that certain development known as Cedar Spring Estates, as more fully set forth on that certain plat titled “Final Subdivision Plat Section 3 Cedar Spring Estates” dated April 26, 2018, revised through August 9, 2018, drawn by Elliott Ritchie, Jr., L.S. (the “**Subdivision Plats**”), which Subdivision Plats are attached hereto and incorporated herein by reference as if set out in full.

D. In addition to the subdivision of the Residential Lots as set forth in Recital C, above, the Owner intends to create and impress a pedestrian access easement, storm sewer easement, sanitary sewer easement, water line easements, sight distance easement, access easement, right of way reservation, and to subdivide Open Space “B” and Open Space “C” (the “**Open Space Lots**”), and other development matters, as more fully set forth on the attached Subdivision Plat, as more fully set forth hereinafter.

E. In addition to the subdivision of the Residential Lots and the dedication of certain easements and other development matters, the Owner intends to dedicate a portion of Cedar Spring Drive and Warrenfeltz Place as public streets to the Town, as more fully set forth on the attached Subdivision Plats, as more fully set forth hereinafter.

F. The subdivision of a portion of the Parent Tract, dedication of public streets, creation of various easements and other development/subdivision matters in connection therewith, as more fully set forth hereinafter, is with the consent and approval of the Town, as evidenced by its execution of the attached Subdivision Plats.

G. The attached Subdivision Plats are part of the development of Cedar Spring Estates, a residential/commercial development, which will be supplemented by additional Deeds of Subdivision and Subdivision Plats of Section 1, Section 2, Section 4, Section 5, Section 6 and Section 7, Cedar Spring Estates, to be recorded among the land records in the Clerk’s Office of the Circuit Court of Shenandoah County, Virginia.

**NOW, THEREFORE, THIS DEED OF SUBDIVISION WITNESSETH:** That for and in consideration of the premises and the benefits which will accrue by reason of this subdivision, the Owner hereby subdivides a portion of the Parent Tract, designated as Cedar



Spring Estates, Section 1, as more particularly described on the Subdivision Plats attached hereto and made a part hereof and by this reference incorporated herein as if set out in full.

## **ARTICLE I**

### **DEDICATION OF STREETS AND SUBDIVISION OF LOTS**

#### **Section 1. Dedication of Streets:**

(a) The Owner hereby dedicates and conveys unto the Town as public streets, a portion of Cedar Spring Drive and Warrenfeltz Place, as shown on the attached Subdivision Plats.

**Section 2. Subdivision of Residential Lots:** The Owner hereby subdivides the Residential Lots from the Parent Tract, as more fully set forth on the attached Subdivision Plats.

**Section 3. Subdivision of Open Space Lots:** The Owner hereby subdivides Open Space "B", containing 0.2890 acres, more or less, and Open Space "C", containing 1.3598 acres, more or less, from the Parent Tract, as more fully set forth on the attached Subdivision Plats. Open Space "C" shall be subject to that certain right of way reservation, 50' in width, designated as "50' ROW Reservation" on the attached Subdivision Plats.

## **ARTICLE II**

### **DEVELOPMENT EASEMENTS**

**Section 1. Dedication of Easements:** The Owner hereby creates and impresses the following easements upon a portion of Cedar Spring Estates, Section 3, as more particularly described on the attached Subdivision Plats as follows:

(a) That certain pedestrian access easement designated as "2' Pedestrian Access Easement" (the "**2' Pedestrian Access Easement**");

(b) That certain storm sewer easement designated as "20' Storm Sewer Easement" (the "**20' Storm Sewer Easement**");

(c) That certain sanitary sewer easement designated as "20' Sanitary Sewer



Easement” (the **“20' Sanitary Sewer Easement”**);

(d) That certain water line easement designated as “20' Water Line Easement” (the **“20' Water Line Easement”**);

(e) That certain water line easement designated as “10' Water Line Easement (the **“10' Water Line Easement”**);

(f) That certain sight distance easement designated as “Sight Distance Easement” (the **“Sight Distance Easement”**) ;

(g) That certain access easement designated as “20' Access Easement” (the **“20' Access Easement”**);

(h) That certain right of way reservation designated as “50' ROW Reservation” (the **“50' ROW Reservation”**).

The aforesaid 2' Pedestrian Access Easement, 20' Storm Sewer Easement, 20' Sanitary Sewer Easement, 20' Water Line Easement, 10' Water Line Easement, Sight Distance Easement, 20' Access Easement and 50' ROW Reservation are sometimes hereinafter referred to as the **“Development Easements”**.

**Section 2. Reserved Development Easements:** The Owner reserves unto itself, its successors and/or assigns, for a period of five (5) years from the date of conveyance of the first Residential Lot in Cedar Spring Estates, Section 3 a blanket easement and right on, over and under the ground within Cedar Spring Estates, Section 3 (including, but not limited to, the Residential Lots and the Open Space Lots) to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Owner shall restore the affected property to its original condition as nearly as is practical. The Owner shall give reasonable notice to all affected owner(s) of the Residential Lots of its intent to take such action, unless in the sole opinion of the Owner an emergency exists which precludes such notice. Reservation by the Owner of such blanket easements and rights



contained herein shall not in any way obligate the Owner to undertake any maintenance, repair and/or corrective action whatsoever and shall not impose any liability or responsibility whatsoever upon the Owner for any such maintenance, repair and/or corrective action.

### **ARTICLE III**

#### **TOWN CONSENT TO SUBDIVISION**

The subdivision of Cedar Spring Estates, Section 3, as more fully set forth on the attached Subdivision Plats is with the consent and approval of the Town, as evidenced by its execution of the attached Subdivision Plats.

### **ARTICLE IV**

#### **LENDER CONSENT**

Branch Banking and Trust Company, the beneficiary under the aforesaid Deed of Trust, consents to the subdivision of the Parent Tract, as evidenced by the signature hereto of its authorized representative and directs the Trustee to execute this Deed of Subdivision in conformity therewith in order to:

(a) Release the lien of the aforesaid Deed of Trust as to the roadway dedication to the Town for a portion of Cedar Spring Drive and Warrenfeltz Place, containing 1.0724 acres, more or less;

(b) To subordinate the lien of the Deed of Trust to the Development Easements established and dedicated hereby, all of which are shown on the aforesaid Subdivision Plats attached hereto and incorporated herein by reference as if set out in full.

[Signatures appear on following pages]



WITNESS the following signatures and seals:

STRASBURG INTERSTATE PROPERTIES,  
L. P., L.L.P.

By: [Signature] - NEW PART (SEAL)  
ROBERT W. CLAYTOR, General Partner

By: [Signature] (SEAL)  
WALTER H. AIKENS, General Partner

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

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2019, by Robert W. Claytor, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership.

My commission expires August 31 2022

[Signature]  
NOTARY PUBLIC 138933

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

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2019, by Walter H. Aikens, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership.

My commission expires August 31. 2022

[Signature]  
NOTARY PUBLIC 138933

RECORDED  
SHENANDOAH COUNTY, VA  
MAR 29 2019  
LAND RECORDS

BB&T-VA COLLATERAL SERVICE  
CORPORATION

By: David A. Chandler (SEAL)

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

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of BB&T-VA Collateral Service Corporation.

My commission expires 10-31-2022.

JENNIFER A RAGUSANO  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES OCT. 31, 2022  
COMMISSION # 7625221

Jennifer A. Ragusano  
NOTARY PUBLIC

BRANCH BANKING AND TRUST  
COMPANY

By: David A. Chandler (SEAL)

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

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of Branch Banking And Trust Company.

My commission expires 10-31-2022.

JENNIFER A RAGUSANO  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES OCT. 31, 2022  
COMMISSION # 7625221

Jennifer A. Ragusano  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Michael L. Bryan, Esquire  
116 South Braddock Street  
Winchester, Virginia 22601  
540/545-4130

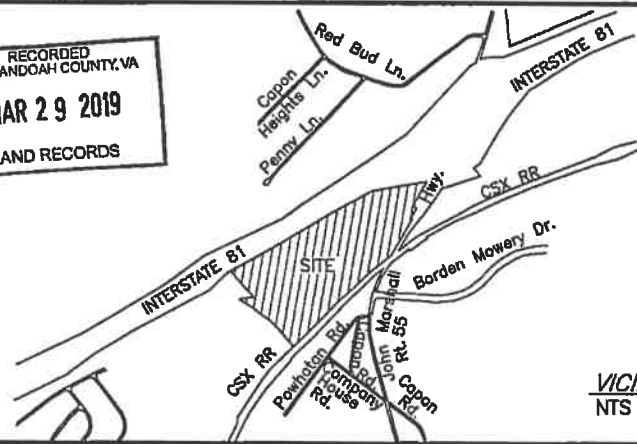
Deeds\Strasburg Interstate Properties Deed of Subdivision 3  
2/7/19

Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA

INSTRUMENT 190001575  
RECORDED IN THE CLERK'S OFFICE OF  
SHENANDOAH COUNTY CIRCUIT COURT ON  
MARCH 29, 2019 AT 11:59 AM  
SARONA S. IRVIN, CLERK  
RECORDED BY: LIS



RECORDED  
SHENANDOAH COUNTY, VA  
MAR 29 2019  
LAND RECORDS



VICINITY MAP  
NTS

APPROVED BY

<u>[Signature]</u> SUBDIVISION AGENT/TOWN MANAGER	3/14/19 DATE
<u>[Signature]</u> MAYOR	3-12-19 DATE
<u>[Signature]</u> PLANNING COMMISSION CHAIRMAN	3/8/19 DATE

OWNER'S CONSENT

THE ABOVE AND FOREGOING SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 4, AS APPEARS IN THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND/OR TRUSTEES, IF ANY. ALL ITEMS, PLANS, DESIGNS AND INFORMATION, PROVIDED FOR THE APPROVAL OF THE PRELIMINARY PLAT, APPROVED AUGUST 27, 2018, REMAIN IN FULL FORCE AND EFFECT, WITHOUT MODIFICATION, AS PART OF THE APPROVED FINAL PLAT, AND THE UNDERSIGNED ACKNOWLEDGES THE OBLIGATION TO COMPLETE ALL ACTION REQUIRED AS A PART OF SUCH PLANS, THE SAME AS IF THEY WERE SET FORTH HEREIN AND THE FINAL PLAT IS APPROVED SUBJECT TO THE OWNERS REQUIRED COMPLETION OF ALL MEASURES INCLUDED WITHIN SUCH APPROVED PLANS.

BY: [Signature] 3/15/19  
ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P. DATE

NOTARY PUBLIC

STATE OF Virginia  
CITY/COUNTY OF Frederick

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED  
BEFORE ME THIS 15th DAY OF Feb, 2019.

BY Walter H. Aikens  
ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.

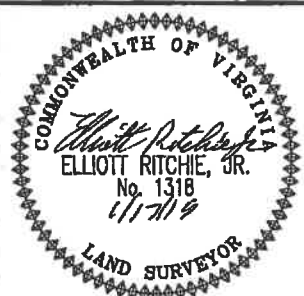
NOTARY PUBLIC [Signature] MY COMMISSION EXPIRES Aug 3 2022 138933



SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION REPRESENTS AN ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DIMENSIONAL AND OTHER DATA IS CORRECT AND IS THAT SAME LAND CONVEYED TO STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P., A VIRGINIA LIMITED LIABILITY COMPANY BY DEED DATED MAY 5, 2003 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SHENANDOAH COUNTY, VIRGINIA AS DEED BOOK 1049, AT PAGE 397.

FINAL SUBDIVISION PLAT  
SECTION 3  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
DATE: APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



1804009 SHEET 1 OF 10



**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 862-5792  
Winchester, Virginia 22601 Facsimile (540) 862-5793  
Email: office@painterlewis.com

**NOTES:**

1. CURRENT OWNER: STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.  
DEED BOOK 1049, PAGE 397  
TM# 16-A-86 1437 JOHN MARSHALL HIGHWAY  
36.3270 ACRES
2. NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
3. IRON RODS HAVE BEEN OR WILL BE SET AT ALL CORNERS NOT PREVIOUSLY MONUMENTED.
4. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X, PER FLOOD INSURANCE RATE MAP #5117100075C, EFFECTIVE DATE AUGUST 18, 2003.
5. THE SURVEY ON WHICH THIS SUBDIVISION PLAT IS BASED HAS A ERROR OF CLOSURE OF NOT LESS THAN 1 IN 10,000.
6. ZONED: PD
7. SETBACKS AS SHOWN ON SITE PLAN APPROVED BY THE TOWN OF STRASBURG DATED DECEMBER 13, 2006.  
PER TOWN OF STRASBURG ZONING ORDINANCE 165-402.09-H & J AND 165-601.02 165-402.09 H TOWNHOUSE

FROM R/W = 15'  
REAR = 25'  
SIDE = 10'  
HEIGHT = 35'

8. NUMBER OF RESIDENTIAL LOTS = 15

**AREA TABULATION TABLE**

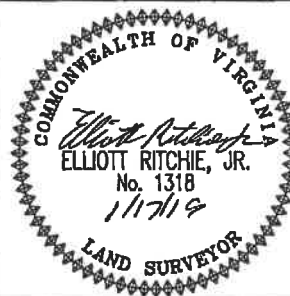
RESIDUE PARCEL	496,380 SF OR 11.3953 ACRES
SECTION 1 PARCEL	595,543 SF OR 13.6718 ACRES
SECTION 2 PARCEL	221,289 SF OR 5.0801 ACRES
SECTION 3 PARCEL	269,193 SF OR 6.1798 ACRES
ORIGINAL PARCEL	1,582,405 SF OR 36.3270 ACRES

OPEN SPACE "B"	68,533 SF OR 0.2890 ACRES
OPEN SPACE "C"	71,533 SF OR 1.3598 ACRES
ROADWAY DEDICATIONS	46,714 SF OR 1.0724 ACRES
NEW LOTS 19-27	94,895 SF OR 2.1785 ACRES
NEW LOTS 49-54	55,761 SF OR 1.2801 ACRES
SECTION 3 TOTAL	269,193 SF OR 6.1798 ACRES

**LOT AREA TABLE**

Area	Sq. Feet	Acres
LOT 19	9,455	0.2171
LOT 20	9,455	0.2171
LOT 21	9,476	0.2175
LOT 22	12,334	0.2831
LOT 23	10,116	0.2322
LOT 24	9,455	0.2171
LOT 25	9,455	0.2171
LOT 26	10,264	0.2356
LOT 27	14,883	0.3417
LOT 49	9,261	0.2126
LOT 50	8,000	0.1836
LOT 51	10,833	0.2487
LOT 52	10,796	0.2478
LOT 53	8,066	0.1852
LOT 54	8,805	0.2021

FINAL SUBDIVISION PLAT  
SECTION 3  
**CEDAR SPRING ESTATES**  
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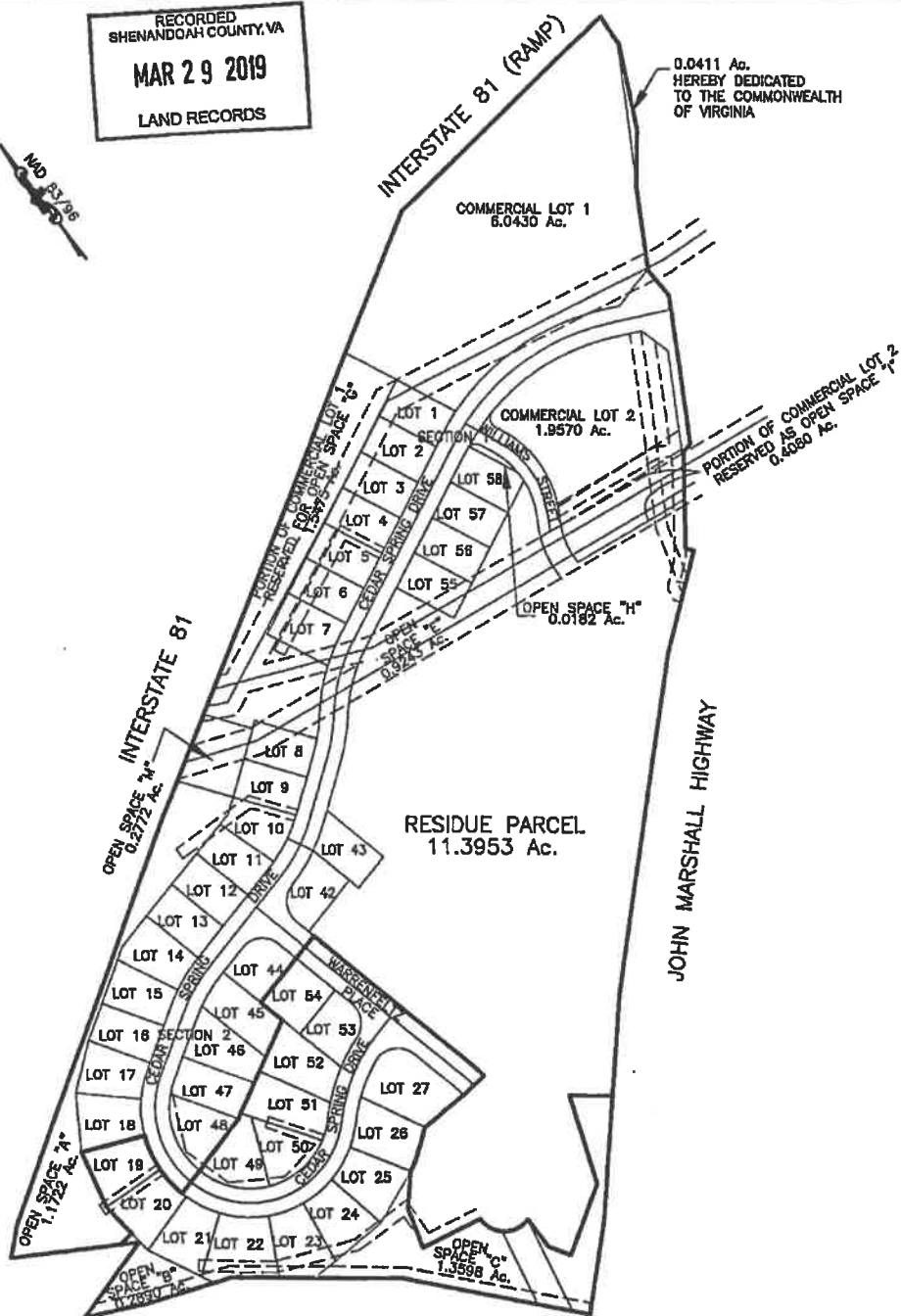
1804009

SHEET 2 OF 10



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RECORDED  
SHENANDOAH COUNTY, VA  
MAR 29 2019  
LAND RECORDS



KEY MAP

FINAL SUBDIVISION PLAT  
SECTION 3  
**CEDAR SPRING ESTATE**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=250' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



1804009

SHEET 3 OF 10



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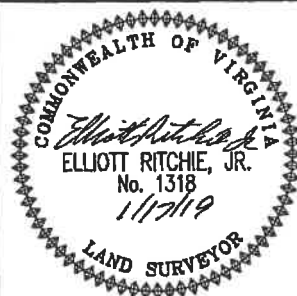
MAR 29 2019

LAND RECORDS

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C48	205.54'	71°22'23"	165.00'	118.51'	N21°43'51"E	192.51'
C50	150.18'	61°27'43"	140.00'	83.23'	N16°46'31"E	143.08'
C52	65.20'	19°39'39"	190.00'	32.92'	N32°23'02"E	64.88'
C54	65.20'	19°39'39"	190.00'	32.92'	N12°43'23"E	64.88'
C55	65.20'	19°39'39"	190.00'	32.92'	N06°56'15"W	64.88'
C56	9.33'	02°48'44"	190.00'	4.66'	N15°21'43"W	9.32'
C57	351.72'	122°08'02"	165.00'	298.49'	N75°01'22"W	288.81'
C58	65.20'	19°39'39"	190.00'	32.92'	N26°35'54"W	64.88'
C59	87.25'	26°18'39"	190.00'	44.41'	N49°35'03"W	86.49'
C60	65.20'	19°39'39"	190.00'	32.92'	N72°34'12"W	64.88'
C61	65.20'	19°39'39"	190.00'	32.92'	S87°46'10"W	64.88'
C62	65.20'	19°39'39"	190.00'	32.92'	S68°06'31"W	64.88'
C63	47.65'	14°22'04"	190.00'	23.95'	S51°05'40"W	47.52'
C64	130.16'	53°16'06"	140.00'	70.21'	N40°35'23"W	125.52'
C65	126.53'	51°46'58"	140.00'	67.95'	S86°53'05"W	122.27'
C66	41.74'	17°04'59"	140.00'	21.03'	S52°27'07"W	41.59'
C67	169.39'	32°21'05"	300.00'	87.02'	N60°05'10"E	167.15'
C68	43.52'	09°04'00"	275.00'	21.80'	N48°26'38"E	43.47'
C69	70.70'	14°43'52"	275.00'	35.55'	N60°20'34"E	70.51'
C70	26.96'	04°45'09"	325.00'	13.49'	N46°17'12"E	26.95'
C71	66.18'	11°40'03"	325.00'	33.21'	N54°29'48"E	66.07'
C72	60.28'	10°37'36"	325.00'	30.23'	N65°38'37"E	60.19'
C73	77.40'	98°33'13"	45.00'	52.27'	S63°00'54"E	68.21'
C74	66.52'	84°41'42"	45.00'	41.02'	S28°36'34"W	60.63'
C75	19.20'	07°51'31"	140.00'	9.62'	S09°48'32"E	19.19'
C76	22.63'	07°51'31"	165.00'	11.33'	S09°48'32"E	22.61'
C77	26.06'	07°51'31"	190.00'	13.05'	S09°48'32"E	26.04'
C79	54.34'	58°44'44"	53.00'	29.83'	N18°10'53"W	51.99'
C80	98.40'	106°22'25"	53.00'	70.81'	N52°00'16"W	84.86'
C81	44.20'	47°47'10"	53.00'	23.48'	S50°54'56"W	42.93'
C82	38.20'	41°18'04"	53.00'	19.97'	S06°22'19"W	37.38'
C90	253.48'	274°01'42"	53.00'	49.40'	N57°15'52"W	72.27'
C93	57.73'	62°24'50"	53.00'	32.11'	N32°23'21"E	54.92'

FINAL SUBDIVISION PLAT  
SECTION 3  
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DAVIS MAGISTERIAL DISTRICT  
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DATE: APRIL 26, 2018  
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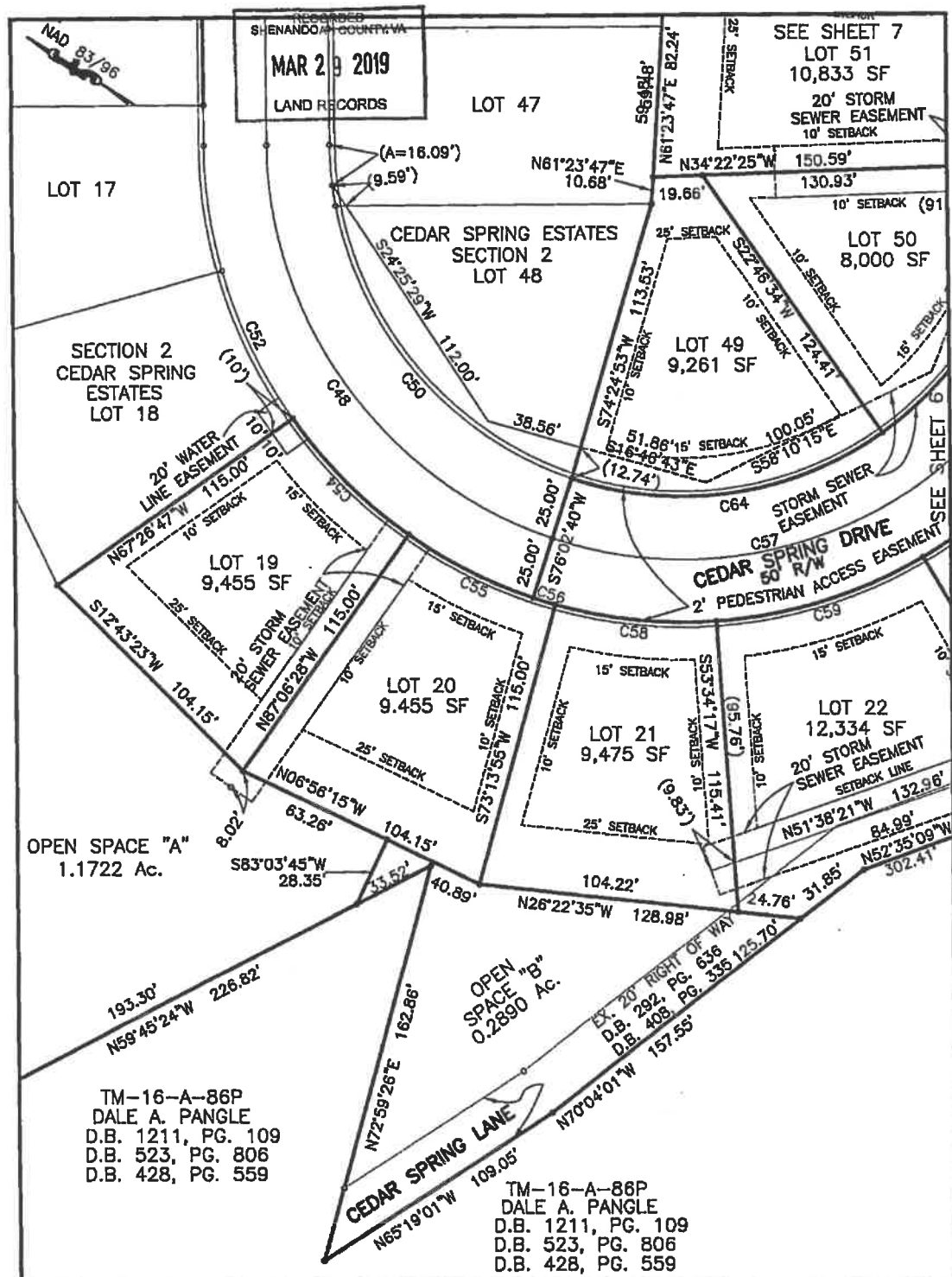


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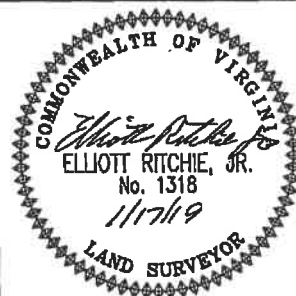
SHEET 4 OF 10



**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
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FINAL SUBDIVISION PLAT  
SECTION 3  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
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SCALE: 1"=50' APRIL 26, 2018  
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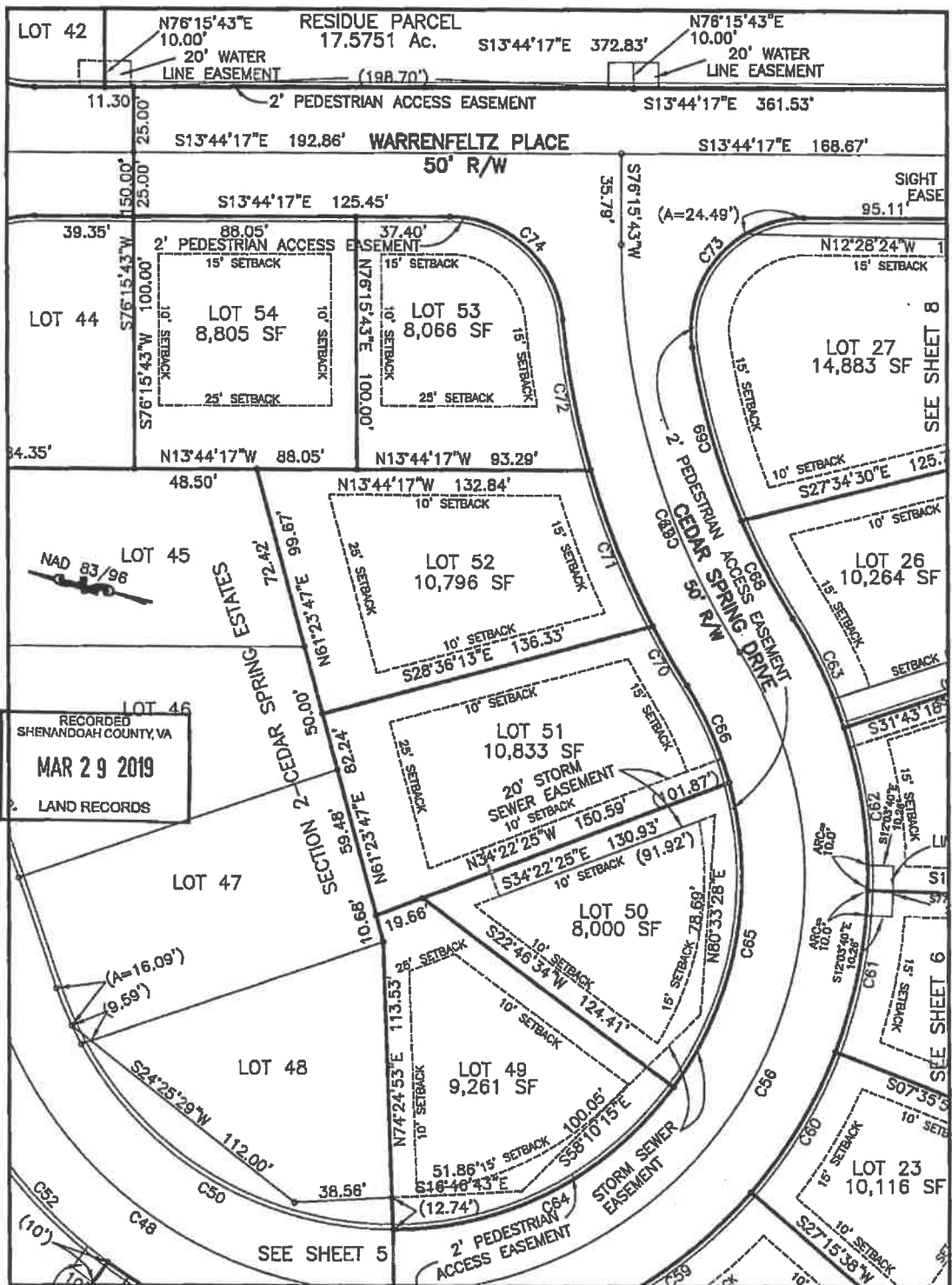
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SHEET 5 OF 10



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FINAL SUBDIVISION PLAT  
 SECTION 3  
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 DAVIS MAGISTERIAL DISTRICT  
 SHENANDOAH COUNTY, VIRGINIA  
 SCALE: 1"=50' APRIL 26, 2018  
 REVISED THROUGH JANUARY 17, 2019

COMMONWEALTH OF VIRGINIA  
*Elliott Ritchie, Jr.*  
 ELLIOTT RITCHIE, JR.  
 No. 1318  
 1/17/19  
 LAND SURVEYOR

1804009

SHEET 7 OF 10

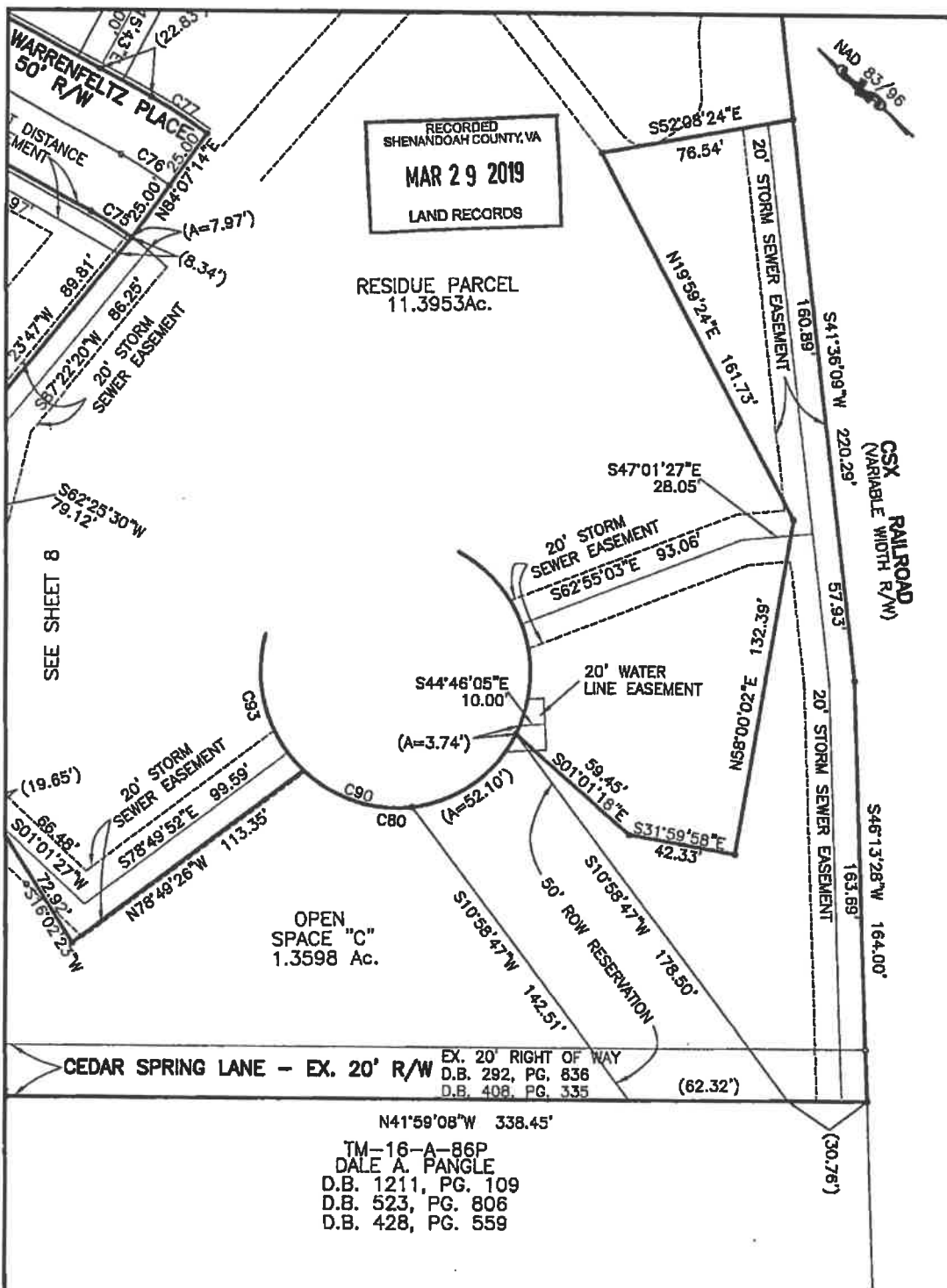


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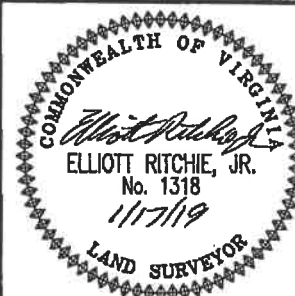








FINAL SUBDIVISION PLAT  
SECTION 3  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
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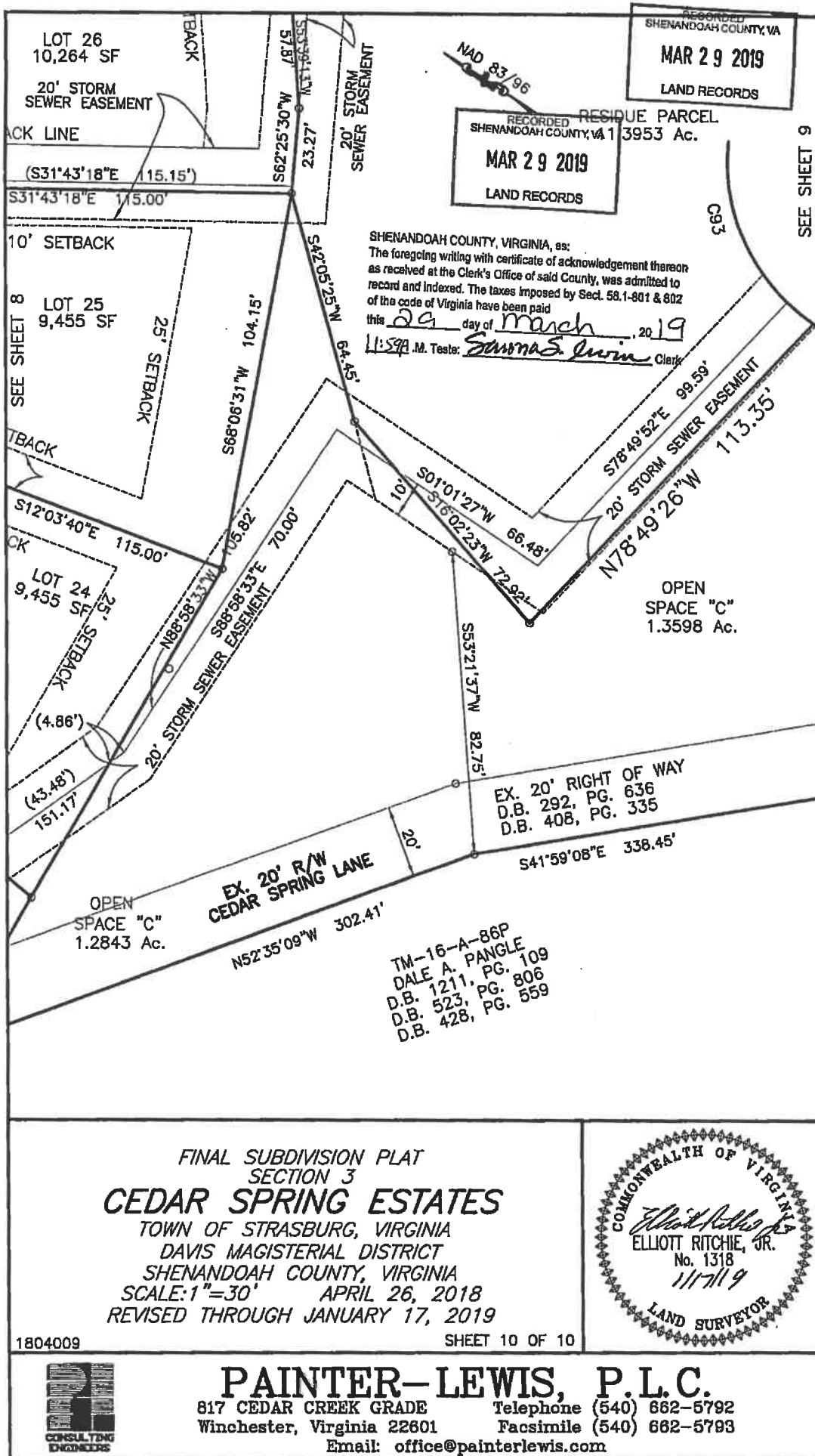


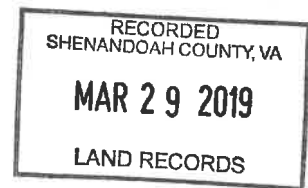
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SHEET 9 OF 10



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**THIS DEED OF SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 4**  
(the “**Deed of Subdivision**”) made and dated this 15<sup>th</sup> day of February, 2019, by and between **STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.**, a Virginia limited liability partnership, hereinafter referred to as the “**Owner**”; **BB&T-VA COLLATERAL SERVICE CORPORATION**, hereinafter referred to as the “**Trustee**”; **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, hereinafter referred to as “**Lender**”; and the **TOWN OF STRASBURG, VIRGINIA**, hereinafter referred to as the “**Town**” (for indexing purposes only).

**RECITALS:**

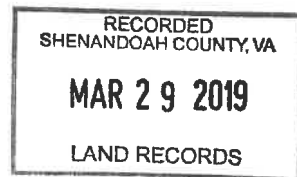
A. The Owner is vested with fee simple title to that certain tract or parcel of land, together with all improvements thereon and all right, rights of way and appurtenances thereunto belonging, lying and being situate in the Town of Strasburg, Davis Magisterial District, Shenandoah County, Virginia, containing 36.3270 acres, more or less, designated as “Tract 2” on that certain plat titled “Plat Of The Estate Of Katherine W. Warrenfeltz” dated November 7, 1980, drawn by Elliott Ritchie, Jr., L.S., which plat is attached to and made a part of that certain Deed dated June 3, 1982, of record in the Clerk’s Office of the Circuit Court of Shenandoah County, Virginia in Deed Book 440, at Page 791; and being the same lands acquired by Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, by that certain Deed dated May 5, 2003, of record in the aforesaid Clerk’s Office in Deed Book 1049, at Page 397, Tax Map 16-A-86 (the “**Parent Tract**”).

B. The Parent Tract is subject to that Credit Line Deed of Trust dated April 14, 2008, from Strasburg Interstate Properties, L.P., L.L.P. to BB&T-VA Collateral Services Corporation, Trustee, to secure Branch Banking and Trust Company the indebtedness described therein, of record in the aforesaid Clerk’s Office in Deed Book 1407, at Page 848 (the “**Deed of Trust**”).

C. The Owner intends to subdivide a portion of the Parent Tract so as to create those certain single family residential lots or parcels of land designated as Lot 28 through

*Return to:*

Michael L. Bryan  
VSB #15737  
116 S. Braddock St.  
Winchester, VA



Lot 30 and Lot 32 through Lot 41, inclusive, (the “**Residential Lots**”) in that certain development known as Cedar Spring Estates, as more fully set forth on that certain plat titled “Final Subdivision Plat Section 4 Cedar Spring Estates” dated April 26, 2018, revised through August 9, 2018, drawn by Elliott Ritchie, Jr., L.S. (the “**Subdivision Plats**”), which Subdivision Plats are attached hereto and incorporated herein by reference as if set out in full.

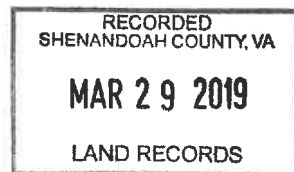
D. In addition to the subdivision of the Residential Lots, as set forth in Recital C, above, the Owner intends to create and impress a pedestrian access easement, storm sewer easement, sanitary sewer easement, water line easement, and to subdivide Open Space “D” (the “**Open Space Lot**”), and other development matters, as more fully set forth on the attached Subdivision Plats, as more fully set forth hereinafter.

E. In addition to the subdivision of the Residential Lots and the dedication of certain easements and other development matters, the Owner intends to dedicate a portion of Warrenfeltz Place to the Town as a public street, as more fully set forth on the attached Subdivision Plats, as more fully set forth hereinafter.

F. The subdivision of a portion of the Parent Tract, dedication of a public street, creation of various easements and other development/subdivision matters in connection therewith, as more fully set forth hereinafter, is with the consent and approval of the Town, as evidenced by its execution of the attached Subdivision Plats.

G. The attached Subdivision Plats are part of the development of Cedar Spring Estates, a residential/commercial development, which will be supplemented by additional Deeds of Subdivision and Subdivision Plats of Section 1, Section 2, Section 3, Section 5, Section 6 and Section 7, Cedar Spring Estates, to be recorded among the land records in the Clerk’s Office of the Circuit Court of Shenandoah County, Virginia.

**NOW, THEREFORE, THIS DEED OF SUBDIVISION WITNESSETH:** That for and in consideration of the premises and the benefits which will accrue by reason of this subdivision, the Owner hereby subdivides a portion of the Parent Tract, designated as Cedar Spring Estates, Section 4, as more particularly described on the Subdivision Plats attached



hereto and made a part hereof and by this reference incorporated herein as if set out in full.

## **ARTICLE I**

### **DEDICATION OF STREETS AND SUBDIVISION OF LOTS**

#### **Section 1. Dedication of Streets:**

(a) The Owner hereby dedicates and conveys unto the Town as a public street, a portion of Warrenfeltz Place, as shown on the attached Subdivision Plats.

**Section 2. Subdivision of Residential Lots:** The Owner hereby subdivides the Residential Lots from the Parent Tract, as more fully set forth on the attached Subdivision Plats.

**Section 3. Subdivision of Open Space Lot:** The Owner hereby subdivides Open Space "D", containing 1.0753 acres, more or less, as more fully set forth on the attached Subdivision Plats. Open Space "D" is also designated as "Storm Water Detention Pond" on the attached Subdivision Plats.

## **ARTICLE II**

### **DEVELOPMENT EASEMENTS**

**Section 1. Dedication of Easements:** The Owner hereby creates and impresses the following easements upon a portion of Cedar Spring Estates, Section 4, as more particularly described on the attached Subdivision Plats as follows:

(a) That certain pedestrian access easement designated as "2' Pedestrian Access Easement" (the "**2' Pedestrian Access Easement**");

(b) That certain storm sewer easement designated as "20' Storm Sewer Easement" (the "**20' Storm Sewer Easement**");

(c) That certain sanitary sewer easement designated as "20' Sanitary Sewer Easement" (the "**20' Sanitary Sewer Easement**");

(d) That certain water line easement designated as "20' Water Line Easement" (the "**20' Water Line Easement**");



(e) That certain storm water management easement over a portion of Open Space "D" designated as "Storm Water Management Facility" the "**Storm Water Management Easement**").

The aforesaid 2' Pedestrian Access Easement, the 20' Storm Sewer Easement, the 20' Sanitary Sewer Easement and the 20' Water Line Easement, the 20' Access Easement and Storm Water Management Easement are sometimes hereinafter referred to as the "**Development Easements**".

**Section 2. Reserved Development Easements:** The Owner reserves unto itself, its successors and/or assigns, for a period of five (5) years from the date of conveyance of the first Residential Lot in Cedar Spring Estates, Section 4 a blanket easement and right on, over and under the ground within Cedar Spring Estates, Section 4 (including, but not limited to, the Residential Lots and the Open Space Lot) to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Owner shall restore the affected property to its original condition as nearly as is practical. The Owner shall give reasonable notice to all affected owner(s) of the Residential Lots of its intent to take such action, unless in the sole opinion of the Owner an emergency exists which precludes such notice. Reservation by the Owner of such blanket easements and rights contained herein shall not in any way obligate the Owner to undertake any maintenance, repair and/or corrective action whatsoever and shall not impose any liability or responsibility whatsoever upon the Owner for any such maintenance, repair and/or corrective action.

### **ARTICLE III**

#### **TOWN CONSENT TO SUBDIVISION**

The subdivision of Cedar Spring Estates, Section 4, as more fully set forth on the attached Subdivision Plats is with the consent and approval of the Town, as evidenced by its execution of the attached Subdivision Plats.



ARTICLE IV

LENDER CONSENT

Branch Banking and Trust Company, the beneficiary under the aforesaid Deed of Trust, consents to the subdivision of the Parent Tract, as evidenced by the signature hereto of its authorized representative and directs the Trustee to execute this Deed of Subdivision in conformity therewith in order to:

(a) Release the lien of the aforesaid Deed of Trust as to the roadway dedication to the Town for a portion of Warrenfeltz Place, containing 0.3917 acres, more or less;

(b) To subordinate the lien of the Deed of Trust to the Development Easements established and dedicated hereby, all of which are shown on the aforesaid Subdivision Plats attached hereto and incorporated herein by reference as if set out in full.

WITNESS the following signatures and seals:

STRASBURG INTERSTATE PROPERTIES,  
L. P., L.L.P.

By: [Signature] (SEAL)  
ROBERT W. CLAYTOR, General Partner

By: [Signature] (SEAL)  
WALTER H. AIKENS, General Partner

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

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2019, by Robert W. Claytor, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership.

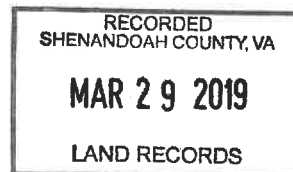
My commission expires August 31, 2022

[Signature]  
NOTARY PUBLIC  
138933

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

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of





February, 2019, by Walter H. Aikens, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership.

My commission expires August 31, 2022

Penny Skiff  
NOTARY PUBLIC  
1384922

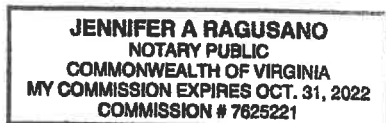
BB&T-VA COLLATERAL SERVICE CORPORATION

By: David A. Chandler (SEAL)

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

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of BB&T-VA Collateral Service Corporation.

My commission expires 10-31-2022



Jennifer A. Ragusano  
NOTARY PUBLIC

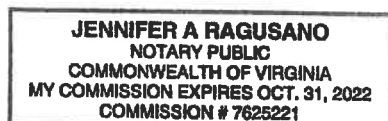
BRANCH BANKING AND TRUST COMPANY

By: David A. Chandler (SEAL)

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

The foregoing instrument was acknowledged before me on the 22 day of February, 2019, by David A. Chandler, who is Sr. Vice President of Branch Banking And Trust Company.

My commission expires 10-31-2022



Jennifer A. Ragusano  
NOTARY PUBLIC





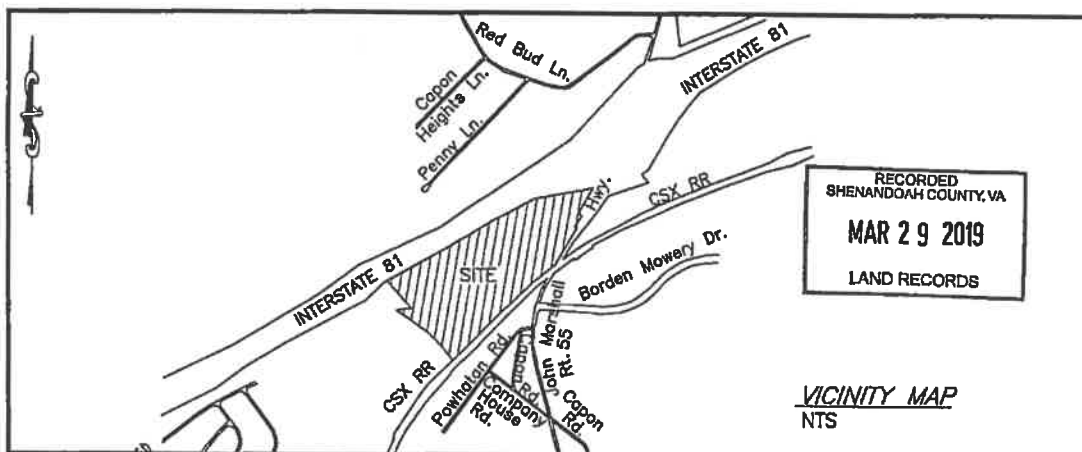
THIS INSTRUMENT PREPARED BY:

Michael L. Bryan, Esquire  
116 South Braddock Street  
Winchester, Virginia 22601  
540/545-4130

Deeds\Strasburg Interstate Properties Deed of Subdivision 4  
2/7/19

INSTRUMENT 190001576  
RECORDED IN THE CLERK'S OFFICE OF  
SHENANDOAH COUNTY CIRCUIT COURT ON  
MARCH 29, 2019 AT 12:05 PM  
SARONA S. IRVIN, CLERK  
RECORDED BY: LIS

Michael L. Bryan  
· VSB #15737  
116 S. Braddock St.  
Winchester, VA



APPROVED BY  
SUBDIVISION AGENT/TOWN MANAGER  
DATE 3/14/19  
DATE 3-12-19  
DATE 3/8/19  
PLANNING COMMISSION CHAIRMAN

OWNER'S CONSENT  
THE ABOVE AND FOREGOING SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 4, AS APPEARS IN THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND/OR TRUSTEES, IF ANY. ALL ITEMS, PLANS, DESIGNS AND INFORMATION, PROVIDED FOR THE APPROVAL OF THE PRELIMINARY PLAT, APPROVED AUGUST 27, 2018, REMAIN IN FULL FORCE AND EFFECT, WITHOUT MODIFICATION, AS PART OF THE APPROVED FINAL PLAT, AND THE UNDERSIGNED ACKNOWLEDGES THE OBLIGATION TO COMPLETE ALL ACTION REQUIRED AS A PART OF SUCH PLANS, THE SAME AS IF THEY WERE SET FORTH HEREIN AND THE FINAL PLAT IS APPROVED SUBJECT TO THE OWNERS REQUIRED COMPLETION OF ALL MEASURES INCLUDED WITHIN SUCH APPROVED PLANS.  
BY: Walter H. Aikens gen part. DATE 3/15/19  
ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P. DATE

NOTARY PUBLIC  
STATE OF Virginia  
CITY/COUNTY OF Frederick  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED  
BEFORE ME THIS 15th DAY OF Feb., 2019.  
BY Walter H. Aikens  
ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.  
NOTARY PUBLIC Deborah A. Skelton MY COMMISSION EXPIRES Aug. 3, 2022

SURVEYOR'S CERTIFICATE  
I, HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION REPRESENTS AN ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DIMENSIONAL AND OTHER DATA IS CORRECT AND IS THAT SAME LAND CONVEYED TO STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P., A VIRGINIA LIMITED LIABILITY COMPANY BY DEED DATED MAY 5, 2003 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SHENANDOAH COUNTY, VIRGINIA AS DEED BOOK 1049, AT PAGE 397.

FINAL SUBDIVISION PLAT  
SECTION 4  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
DATE: APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019  
1804009 SHEET 1 OF 8  
COMMONWEALTH OF VIRGINIA  
ELLIOTT RITCHIE, JR.  
No. 1318  
1/17/19  
LAND SURVEYOR

PAINTER-LEWIS, P.L.C.  
817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
Email: office@painterlewis.com

NOTES:

1. CURRENT OWNER: STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.  
DEED BOOK 1049, PAGE 397  
TM# 16-A-88 1437 JOHN MARSHALL HIGHWAY  
36.3270 ACRES
2. NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
3. IRON RODS HAVE BEEN OR WILL BE SET AT ALL CORNERS NOT PREVIOUSLY MONUMENTED.
4. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X, PER FLOOD INSURANCE RATE MAP #5117100075C, EFFECTIVE DATE AUGUST 18, 2003.
5. THE SURVEY ON THIS WHICH IS THIS SUBDMISION PLAT IS BASED HAS A ERROR OF CLOSURE OF NOT LESS THAN 1 IN 10,000.
6. ZONED: PD
7. SETBACKS AS SHOWN ON SITE PLAN APPROVED BY THE TOWN OF STRASBURG DATED DECEMBER 13, 2006.  
PER TOWN OF STRASBURG ZONING ORDINANCE 185--402.09--H & J AND 185--601.02  
~~185--402.09 H TOWNHOUSE~~

FROM R/W = 15'  
REAR = 25'  
SIDE = 10'  
HEIGHT = 35'

B. NUMBER OF RESIDENTIAL LOTS = 13

RECORDED  
SHENANDOAH COUNTY, VA

MAR 29 2019

LAND RECORDS

*AREA TABULATION TABLE*

RESIDUE PARCEL	321,109 SF OR 7.3716 ACRES
SECTION 1 PARCEL	595,543 SF OR 13.6718 ACRES
SECTION 2 PARCEL	221,289 SF OR 5.0801 ACRES
SECTION 3 PARCEL	269,193 SF OR 6.1798 ACRES
SECTION 4 PARCEL	175,271 SF OR 4.0237 ACRES
ORIGINAL PARCEL	1,582,405 SF OR 36.3270 ACRES

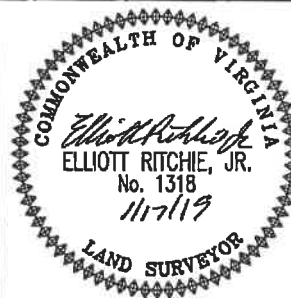
OPEN SPACE "D"	46,839 SF OR 1.0753 ACRES
ROADWAY DEDICATIONS	17,061 SF OR 0.3917 ACRES
NEW LOTS 28-30	25,226 SF OR 0.5791 ACRES
NEW LOTS 32-41	86,145 SF OR 1.9776 ACRES
SECTION 4 TOTAL	175,271 SF OR 4.0237 ACRES

LOT AREA TABLE		
Area	Sq. Feet	Acres
LOT 28	8,099	0.1859
LOT 29	8,283	0.1901
LOT 30	8,845	0.2031
LOT 32	8,950	0.2055
LOT 33	10,187	0.2339
LOT 34	8,286	0.1902
LOT 35	9,455	0.2171
LOT 36	9,016	0.2070
LOT 37	8,050	0.1848
LOT 38	8,050	0.1848
LOT 39	8,050	0.1848
LOT 40	8,050	0.1848
LOT 41	8,050	0.1848

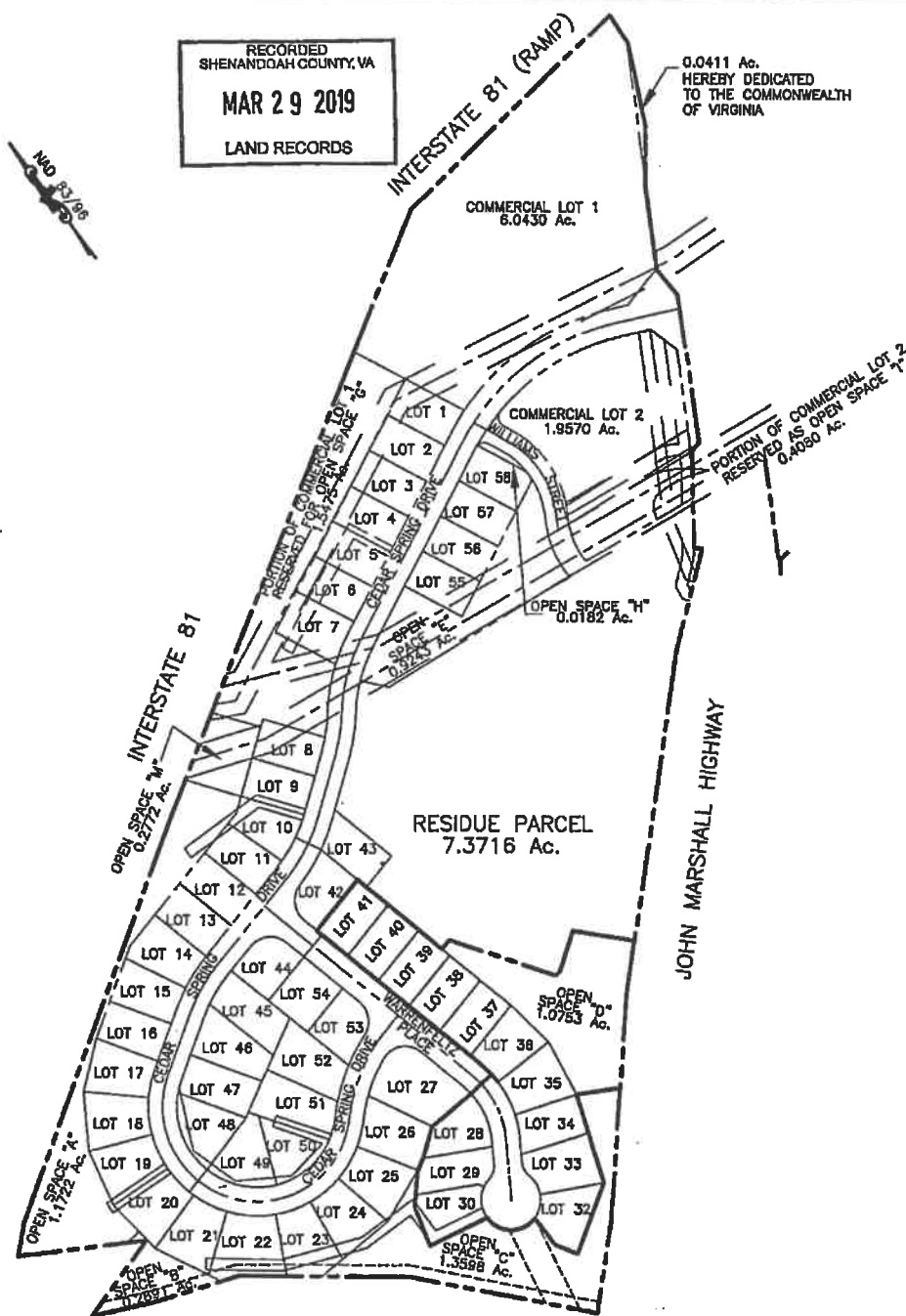
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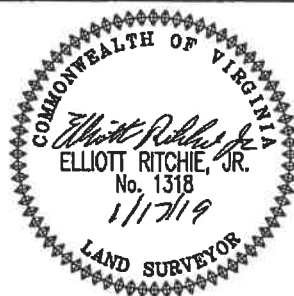


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KEY MAP

FINAL SUBDIVISION PLAT  
SECTION 4  
**CEDAR SPRING ESTATES**  
TOWN OF STRASBURG, VIRGINIA  
DAVIS MAGISTERIAL DISTRICT  
SHENANDOAH COUNTY, VIRGINIA  
SCALE: 1"=250' APRIL 26, 2018  
REVISED THROUGH JANUARY 17, 2019



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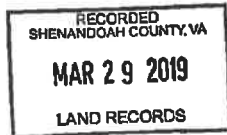
SHEET 3 OF 8



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CURVE TABLE

CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C75	19.20'	07°51'31"	140.00'	9.62'	S09°48'32"E	19.19'
C76	22.63'	07°51'31"	165.00'	11.33'	S09°48'32"E	22.61'
C77	26.06'	07°51'31"	190.00'	13.05'	S09°48'32"E	26.04'
C80	98.40'	106°22'25"	53.00'	70.81'	N52°00'16"W	84.86'
C81	44.20'	47°47'10"	53.00'	23.48'	S50°54'56"W	42.93'
C82	38.20'	41°18'04"	53.00'	19.97'	S06°22'19"W	37.38'
C81	44.20'	47°47'10"	53.00'	23.48'	S50°54'56"W	42.93'
C82	38.20'	41°18'04"	53.00'	19.97'	S06°22'19"W	37.38'
C83	94.35'	38°36'55"	140.00'	49.05'	S13°25'41"W	92.58'
C84	111.20'	38°36'55"	165.00'	57.81'	S13°25'41"W	109.11'
C85	43.91'	13°14'33"	190.00'	22.05'	S07°07'01"E	43.82'
C86	17.85'	05°23'02"	190.00'	8.93'	S03°11'16"E	17.85'
C87	65.20'	19°39'39"	190.00'	32.92'	S09°20'05"W	64.88'
C88	45.00'	13°34'14"	190.00'	22.61'	S25°57'01"W	44.90'
C89	28.72'	47°00'51"	35.00'	15.22'	N09°13'43"E	27.92'
C90	253.48'	274°01'42"	53.00'	49.40'	N57°15'52"W	72.27'
C91	14.94'	16°09'13"	53.00'	7.52'	N71°40'22"E	14.89'
C92	28.72'	47°00'51"	35.00'	15.22'	S56°14'34"W	27.92'
C93	57.73'	62°24'50"	53.00'	32.11'	N32°23'21"E	54.92'



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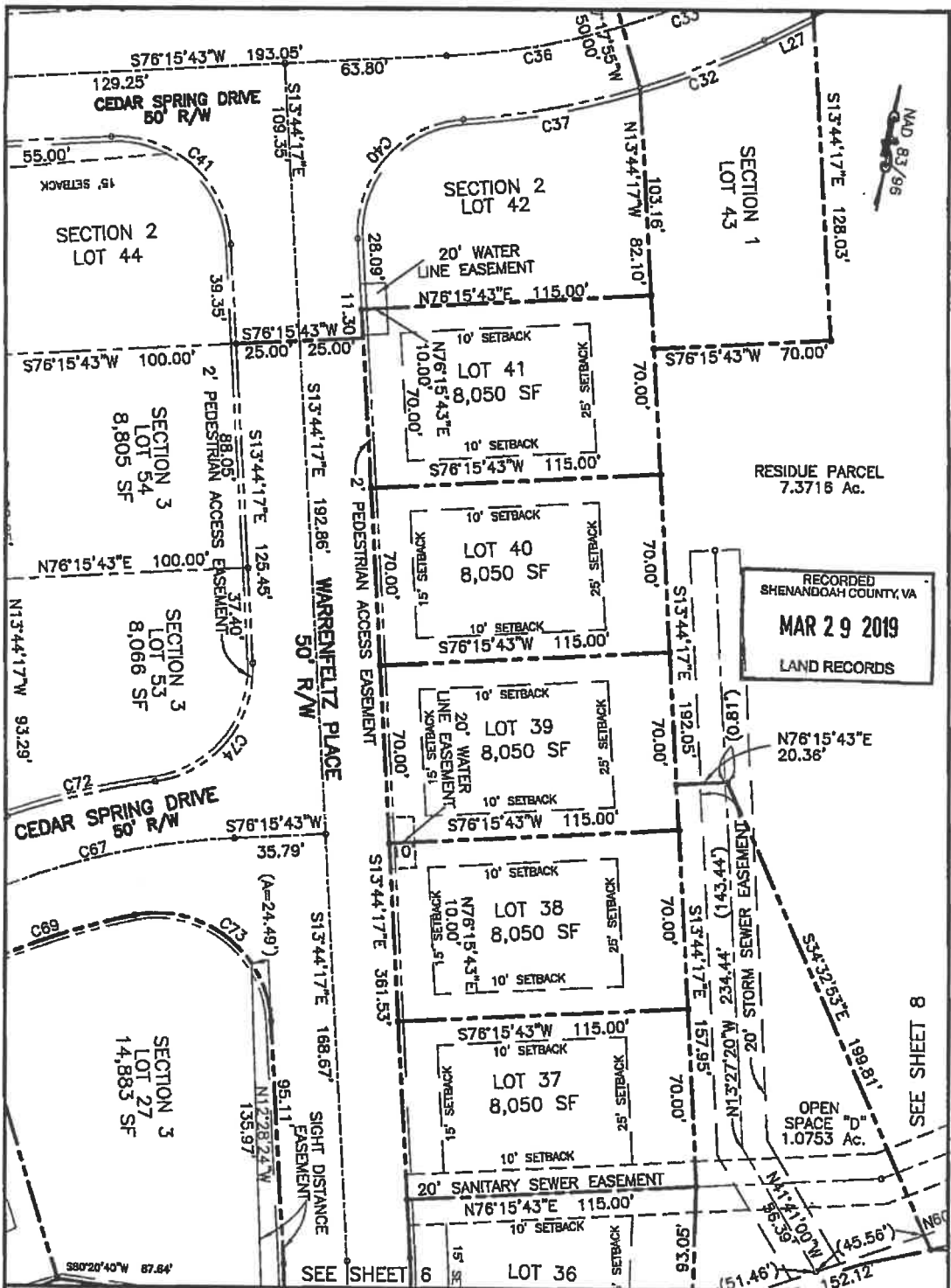
SHEET 4 OF 8



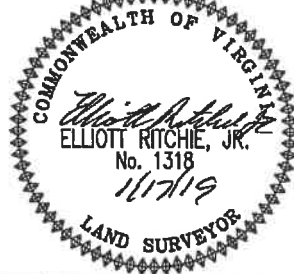
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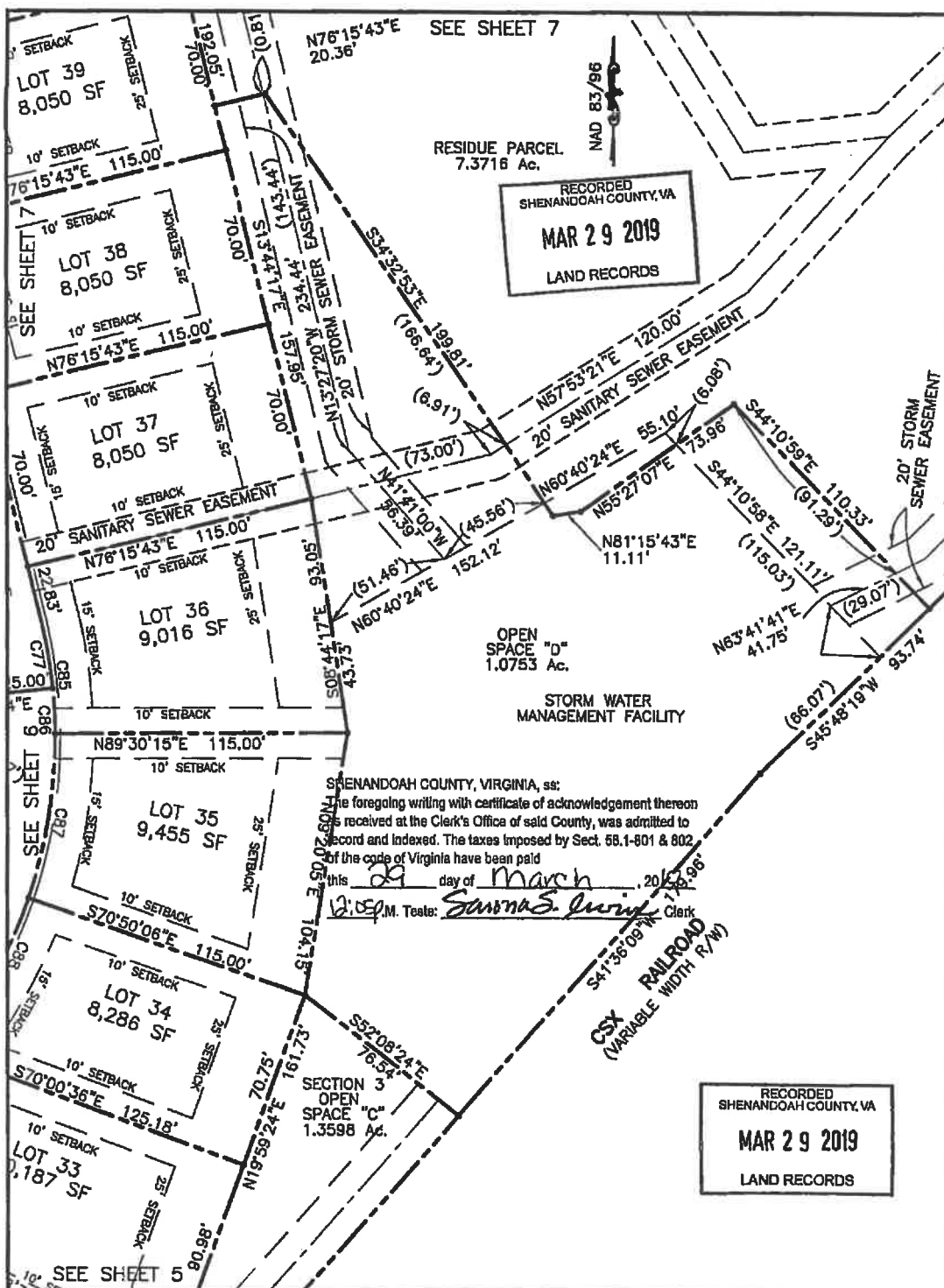
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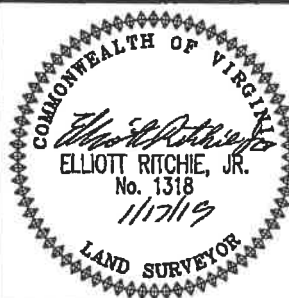


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SHEET 8 OF 8



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