

THIS DECLARATION OF CEDAR SPRING ESTATES TOWNHOUSE LOTS

(the "Declaration"), 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 "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 TOWNHOUSE LOTS PROPERTY ASSOCIATION INC., a Virginia non-stock corporation (for indexing purposes only).

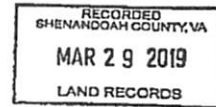
RECITALS:

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 5, Section 6 and Section 7, each dated February 15, 2019, of record in the aforesaid Clerk's Office as Instrument Number. 190001577, Instrument Number 190001578 and Instrument Number 190001579 a portion of the Parent Tract was subdivided into townhouse lots, designated as Lots 59 through 116, inclusive, (the "Townhouse Lots"), as more particularly described on those certain Final Subdivision Plats of Cedar Spring Estates, Sections 5, 6 and 7, dated April 26, 2018, revised through August 9, 2018, drawn by Elliott

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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 "F", Open Space "F1", Open Space "J", Open Space "K", Open Space "L", Open Space "N", and the Pedestrian Access Easements (as defined below), and such additions thereto as may be brought within the jurisdiction of the Association (the "Open Spaces").

D. The Declarant has created the Cedar Spring Estates Townhouse Lots Property Association, Inc., a Virginia Non-Stock Corporation, in order to manage, maintain and repair the Open Spaces, including the private streets designated as Williams Street and Spring Place, together with maintenance of street lights, landscaping, parking areas, snow removal and other obligations in connection with the Townhouse Lots, located within the Cedar Spring Estates Townhouse Lot development, as more fully set forth hereinafter.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That for and in consideration of the premises and the benefits which will accrue by reason of this Declaration, the Declarant does hereby set forth the terms and conditions concerning the management, maintenance, upkeep and repair of the Open Spaces, including the private streets designated as Williams Street and Spring Place, together with maintenance of street lights, landscaping, parking areas, snow removal and other obligations in connection with the Townhouse Lots, as set forth hereinafter.

ARTICLE I

DEFINITIONS

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

Section 2. "Open Spaces" shall mean and refer to Open Space "F", Open Space "F1", Open Space "J", Open Space "K", Open Space "L", and Open Space "N", 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 "J" and Open Space "N".

Section 4. "Declarant" shall mean and refer to Strasburg Interstate Properties, L.P., L.L.P., a Virginia Corporation, 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 Townhouse Lots have been conveyed by the Declarant to a purchaser thereof, 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. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "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 Townhouse 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 8. "Pedestrian Access Easements" shall mean and refer to those certain easements across the rear yards of the Townhouse Lots located in Cedar Spring Estates, Section 5 (Lots 59 - 74) and Section 6 (Lots 75 - 96). The Pedestrian Access Easement shall be 7' in width and shall be centered upon the sidewalks constructed along the rear of the Townhouse Lots located in Section 5 (Lots 59 - 74) and Section 6 (Lots 75 - 96) for purposes of pedestrian access by the Owners of such Townhouse Lots.

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

Section 10. "Townhouse" shall mean and refer to the townhouses erected on the Townhouse Lots.

Section 11. "Townhouse Lots" shall mean and refer to any of Lots 59 through 116,

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inclusive, of Cedar Springs Estates, Sections 5, 6 and 7, as designated upon the Subdivision Plats.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided interest in any Townhouse 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 Townhouse Lot. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Lot which is subject to assessment by the Association. Ownership of such Townhouse Lot shall be the sole qualification for membership. Upon acquiring title to a Townhouse 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 Townhouse Lot. If the new Owner fails to give the Association such notice within thirty (30) days after acquiring such Townhouse Lot, then the Association may assess the Owner for the reasonable costs and expenses the Association incurs to obtain such information.

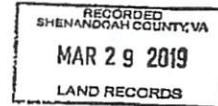
ARTICLE III

VOTING RIGHTS

Each Member of the Association shall have one vote for each Townhouse 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 Townhouse Lot, all such persons shall constitute one Member. The vote for such Townhouse Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Townhouse Lot.

During the Declarant Control Period, the Declarant shall have sixty (60) votes regardless of the number of Townhouse Lots owned by the Declarant.

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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 Townhouse Lots and Open Spaces, the management, maintenance, repair and upkeep of the Open Spaces and the Storm Water Management Facility, including the private streets designated as Williams Street and Spring Place, together with maintenance, repair and replacement of street lights, landscaping, parking areas, snow removal, mowing and other obligations in connection with the Townhouse Lots, including payment of expenses in connection therewith, 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 assessed Townhouse 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

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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 Townhouse 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 Townhouse Lots owned by a Declarant shall be

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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 Townhouse 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 Townhouse Lot (excluding a Declarant's initial sale and conveyance of any Townhouse Lot) agrees to pay a supplemental transfer assessment at the time of sale and conveyance of a Townhouse 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 Townhouse Lot and shall be a continuing lien upon each Townhouse 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 Townhouse Lot at the time when the assessment was due.

Section 3. Purpose of Annual Assessments: The assessments levied by the Association shall be used exclusively 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 for the

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Townhouse Lots; (v) for the purposes of promoting the recreation, health, safety and welfare of the residents of the Cedar Spring Estates development; (vi) costs and expenses of administration of the Association; (vii) general liability and director and officer errors and omissions insurance; (viii) maintenance, management, repair and upkeep of the Pedestrian Access Easements; and (ix) other purposes as required by law or as approved by the Board.

Section 4. Basis and Maximum Assessments: All Townhouse 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 Townhouse Lot to an Owner, the maximum Operational Assessment shall be \$350.00 per year per Townhouse Lot for the Townhouse Lots; and the maximum Capital Assessment shall be \$100.00 per year per Townhouse 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, Pedestrian Access Easements 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.

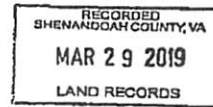
Section 6. Uniform Rate of Assessment:

- (a) All Operational Assessments shall be fixed at a uniform rate for the Single Family Lots, and may be collected on a monthly 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 Townhouse Lots, and may be collected on a monthly basis as determined by the Board of Directors of the Association.
- (c) As noted in Section 1 of this Article V, all Townhouse Lots owned by the 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 Townhouse Lots (except for the Townhouse Lots owned by a Declarant, as referenced in Section 1, above) on

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the first day of the month following the conveyance by a Declarant of the first Townhouse 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 Townhouse 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 Townhouse 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 Townhouse Lot, pay unto the Association the sum of One Hundred Dollars (\$100.00) for each Townhouse 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 Townhouse 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 Townhouse 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 Townhouse Lot. Sale or transfer of any Townhouse Lot shall not

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affect or release the lien of the Assessments. No sale or transfer shall relieve such Townhouse 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 parking areas; and (d) all Townhouse Lots owned by the 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.

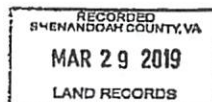
ARTICLE VII

USE, RESTRICTIONS AND COVENANTS

Lots 59 through 116, inclusive, of Cedar Spring Estates, Sections 5, 6 and 7 shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the title to Lots 59 through 116, inclusive, and shall be binding upon all parties having any right, title or interest in and to said Townhouse Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

1. All Townhouse Lots shall be used for single-family residential purposes only; provided, that the Declarant may use a Townhouse 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

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maintained on any Townhouse Lot except "For Sale" signs for said Townhouse 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 Townhouse 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 Townhouse Lot, unless stored in a garage out of public view or during the course of construction. No motor vehicle, or material portion thereof, which does not have a current license and current Virginia inspection sticker shall be permitted on any Townhouse Lot.
4. (a) No animals of any kind (including livestock, poultry or birds) shall be permitted on any Townhouse 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 Townhouse 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 any Townhouse Lot shall be as follows:

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

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condition.

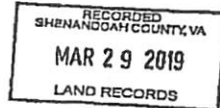
(b) The Owner shall reconstruct the Townhouse in substantial conformity with the plans and specifications applicable to the original Townhouse constructed by the Declarant upon the Townhouse Lot. Such reconstruction shall be completed within twelve (12) months from the date of destruction of the Townhouse, unless the completion of such Townhouse is delayed due to strikes, casualty, losses, national emergencies, weather or other causes beyond the control of the Owner.

(c) The exterior colors of any Townhouse constructed on any Townhouse Lot shall not be changed from the original exterior color applied at the time of the original construction.

7. In the event a dwelling or other appurtenant structure situate upon the Townhouse Lot is damaged, or has materially deteriorated, the Owner shall immediately repair the damage or deterioration.
8. No Townhouse 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 Townhouse Lot.
10. Except for the use of a Townhouse Lot by the Declarant for purposes of display and sales of a model home or construction office, no business, commercial enterprise or occupation of any kind shall be carried on, conducted or permitted in or on any Townhouse Lot.
11. (a) Each Owner shall keep the Townhouse and all other improvements located upon each Lot owned by him in good order and repair and free of debris, including, but not limited to, the painting (or other appropriate external care) of the Townhouse constructed thereon, all in a manner and with such frequency as is consistent with good property management.

(b) No fences or other structures shall be permitted on any Townhouse Lot.
12. (a) All Owners shall comply with the landscaping plans and standards established by the Declarant and its designee(s)/ assignee to insure an orderly and uniform landscaping scheme for the Cedar Spring Estates Townhouse Lots. No modification or change in the landscaping plan shall be permitted without the prior

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written approval of the Declarant, its designee(s)/ assignee (specifically including the Association).

(b) Owners shall be permitted to plant flowers in the mulched areas (but not within the yard) of each Townhouse Lot. No birdbaths, swing sets, flag poles, statues or other items shall be placed within the lawn area of each Townhouse Lot. No gardens shall be permitted within the lawn area of each Townhouse Lot.

13. (a) No satellite dish or antenna with a diameter greater than 30 inches shall be erected, used or maintained outdoors on any Townhouse Lot for the purpose of receiving video programming, television, radio, electronic, wireless or other signals.

(b) Any satellite dish or antenna must be installed on the rear of the Townhouse constructed upon the Townhouse Lot, and shall be located upon the roof above the eaves.

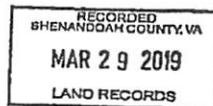
(c) No cell tower, including monopoles or towers of other design shall be erected, used or maintained outdoors on any Townhouse Lot or Open Space.
14. No tree shall be planted or other digging undertaken upon any Townhouse Lot without first securing the approval of the local utility companies and without first being advised as to the location of all underground electrical, telephone, cable or other lines or conduits.
15. (a) No separate or detached building or garage shall be permitted on any Townhouse Lot.

(b) No expansion of the Townhouse located on any Townhouse Lot shall be permitted, including, but not limited to, the addition of decks, porches, and/or additional rooms.

(c) No basketball backboard rims or nets shall be permitted upon any Townhouse Lot or the Open Spaces.

(d) No additional patio (other than the patio installed at the time of the initial construction of the Townhouse) shall be constructed on any Townhouse Lot.
16. 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 Townhouse Lot unless the same shall be contained in conduits or cables installed and maintained underground.
17. No motorcycle, snowmobile, all terrain vehicle, "dirt bike", or other motorized recreational vehicle shall be operated upon any Townhouse Lot, except that properly licensed and inspected motorcycles may be used as a

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means for transportation directly to and from a townhouse located upon any Townhouse Lot.

18. No Townhouse 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 Townhouse Lots and/or Open Spaces.
19. Each Townhouse Lot shall be landscaped and such landscaping shall be maintained in accordance with the provisions of the Town's Unified Development Ordinance.
20. Except for those Townhouse Lots with garages, ownership of each Townhouse Lot shall entitle the Owner thereof to the use of not more than two (2) vehicular parking spaces which shall be as near and convenient to said Townhouse Lot as reasonably possible, together with the right of ingress and egress upon the adjacent parking areas.
21. No vehicle shall be parked in an area other than the parking areas as approved by the Association, or in the driveways to those Townhouse Lots with garages. The Owners of those Townhouse Lots with garages shall be entitled to one (1) vehicular parking space in addition to the driveway leading to such Townhouse Lot, together with the right of ingress and egress upon the adjacent parking areas.
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 Townhouse Lots in Cedar Spring Estates, Sections 5, 6, and 7 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

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

Townhouse 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 59 through 116, inclusive, of Cedar Spring Estates, Sections 5, 6, and 7 shall not be waived hereafter by the Declarant. Any such waiver shall not affect the binding effect of the remaining covenants and restrictions upon any other Townhouse Lot. The Declarant further reserves the right alone to impose additional restrictive covenants and restrictions as to any Townhouse Lot owned by the Declarant at the time of the imposition and such imposition shall not affect the binding effect of these provisions upon any other Townhouse 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 Townhouse 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

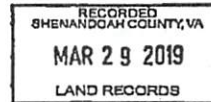
EASEMENTS

Section 1. Utility, Drainage and Grading Easements: All Townhouse 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. Pedestrian Access Easements: The Townhouse Lots located in Cedar Spring Estates, Section 5 (Lots 59 - 74) and Section 6 (Lots 75 - 96) shall be subject to those certain easements across the rear of yards said Townhouse Lots for purposes of pedestrian access by the Owners of such Townhouse Lots.

Section 3. Additional Easements: Designated upon the Subdivision Plats are the location of pedestrian access easements, storm sewer easements, waterline easements,

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



sanitary sewer easements, landscape corridor buffers, gas line easement in favor of Columbia Gas Transmission Corp., storm water management easements, a right of way reservation and other matters as more fully set forth on the attached Subdivision Plats, which easements and other matters as set forth thereon are hereby impressed upon and shall run with the title to the Townhouse Lots and Open Spaces, as applicable.

Section 4. 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 Townhouse Lot in Cedar Spring Estates, Sections 5, 6, and 7 to an Owner other than a Declarant, a blanket easement and right on, over and under the ground within the Cedar Spring Estates, Sections 5, 6 and 7 (including, but not limited to, the Townhouse 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.

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

ARTICLE IX

GENERAL PROVISIONS

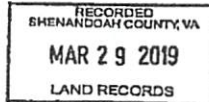
Section 1. Enforcement: The Declarant (so long as the Declarant is vested with the title to a Townhouse Lot) the Association and/or any Owner shall have the right to enforce, by a proceeding filed in the appropriate Court having jurisdiction thereof, all restrictions, conditions, covenants, reservations, 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 Townhouse Lot) 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 TOWNHOUSE 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 Townhouse 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 Townhouse Lots.

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



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 [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 15th 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 Declaration, dated February 15, 2019.

My Commission expires August 31, 2022

[Signature]
NOTARY PUBLIC



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

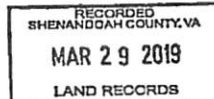
The foregoing instrument was acknowledged before me on the 19th day of February, 2019, by Walter H. Aikens, who is General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership, whose name is signed to the foregoing Declaration, dated February 15, 2019.

My Commission expires August 31, 2022

[Signature]
NOTARY PUBLIC



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



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

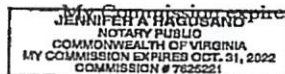
BB&T-VA COLLATERAL SERVICE CORPORATION

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

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

INSTRUMENT 190001562
RECORDED IN THE CLERK'S OFFICE OF
SHENANDOAH COUNTY CIRCUIT COURT ON
MARCH 29, 2019 AT 12:39 PM
BARBARA S. IRVIN, CLERK
RECORDED BY: LIS

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

VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT



INSTRUMENT 190001582
RECORDED IN THE CLERK'S OFFICE OF
SHENANDOAH COUNTY CIRCUIT COURT ON
MARCH 29, 2019 AT 12:39 PM
SARONA S. IRVIN, CLERK
RECORDED BY: LIS

Instrument Date: 2/15/2019
Instrument Type: DEC
Number of Parcels: 1 Number of Pages: 20
[] City [X] 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: (Area Above Reserved For Deed Stamp Only)

Prior Recording At [] City [] County

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1 [X] Grantor: STRASBURG INTERSTATE PROPERTIES L.P., L.L.P.

2 [X] Grantor: BB&T-VA COLLATERAL SERVICE CORPORATION

1 [X] Grantee: CEDAR SPRING ESTATES TOWNHOUSE LOTS PROPERTY ASSOCIATION, INC.

[] Grantee:

GRANTEE ADDRESS

Name: CEDAR SPRING ESTATES TOWNHOUSE 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: LOTS 59 - 116, CEDAR SPRING ESTATES

Current Property Address:

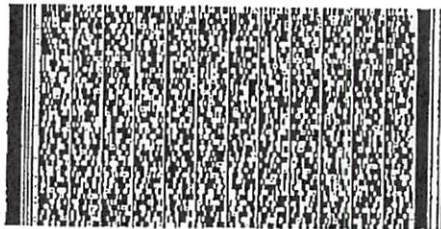
City: STRASBURG State: VA Zip Code: 22657

Instrument Prepared By: MICHAEL L. BRYAN, ESQUIRE Recording Paid By: MICHAEL L. BRYAN, ESQUIRE

Recording Returned To: MICHAEL L. BRYAN, ESQUIRE

Address: 116 SOUTH BRADDOCK STREET

City: WINCHESTER State: VA Zip Code: 22601



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



Instrument Date: 2/15/2019

Instrument Type: DEC

Number of Parcels: 1 Number of Pages: 20

[] City [X] County
SHENANDOAH

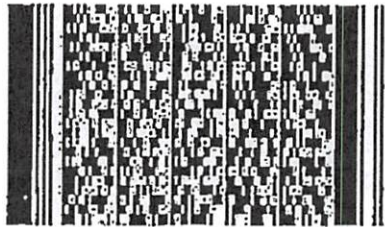
GRANTOR BUSINESS / NAME

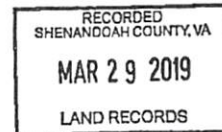
3 [X] Grantor: BRANCH BANKING AND TRUST COMPANY
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:

(Area Above Reserved For Deed Stamp Only)

GRANTEE BUSINESS / NAME

[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:





THIS DEED OF SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 5

(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); 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").

C. The Owner intends to subdivide a portion of the Parent Tract so as to create

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



those certain townhouse lots designated as Lot 59 through 74, inclusive, (the "Townhouse Lots") in that certain development known as Cedar Spring Estates, as more fully set forth on that certain plat titled "Final Subdivision Plat Section 5 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 Townhouse Lots, as set forth in Recital C, above, the Owner intends to create and impress a storm sewer easement, sanitary sewer easement, and to subdivide Open Space "F" and Open Space "F1" (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 Townhouse Lots and the dedication of certain easements and other development matters, the Owner intends to dedicate and convey Spring Place and a portion of Williams Street to the Cedar Spring Estates Townhouse Lots Property Association, Inc., and to create and grant public access over Spring Place and a portion of Williams Street, which shall be privately maintained streets over which the public shall have access.

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 4, 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

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



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 5, 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 Cedar Spring Estates Townhouse Lot Property Association, Inc., or its successor or assigns, Spring Place designated as "Spring Place (Private) 30' R/W" and a portion of Williams Street designated as "Williams Street (Private) 30' R/W" on the attached Subdivision Plats, which shall be privately maintained streets over which the public is hereby granted access. Spring Street and a portion of Williams Street shall be privately maintained by the Cedar Spring Estates Townhouse Lots Property Association, Inc., or its successor or assigns.

Section 2. Subdivision of Townhouse Lots: The Owner hereby subdivides the Townhouse 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 "F", containing 0.2074 acres, more or less, and Open Space "F1", containing 0.1192 acres, as more fully set forth on the attached Subdivision Plats. All Open Space within Cedar Spring Estates, Section 5 shall serve as drainage easements for the benefit of Section 5, Section 6 and Section 7 of Cedar Spring Estates.

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 5, as

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



more particularly described on the attached Subdivision Plats as follows:

- (a) That certain storm sewer easement designated as "20' Storm Sewer Easement" (the "20' Storm Sewer Easement");
- (b) That certain sanitary sewer easement designated as "20' Sanitary Sewer Easement" (the "20' Sanitary Sewer Easement");

The aforesaid 20' Storm Sewer Easement, and the 20' Sanitary Sewer 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 Townhouse Lot in Cedar Spring Estates, Section 5 a blanket easement and right on, over and under the ground within Cedar Spring Estates, Section 5 (including, but not limited to, the Townhouse 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 Townhouse 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 5, as more fully set forth on the attached Subdivision Plats is with the consent and approval of the Town, as evidenced by its

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



execution of the attached Subdivision Plats.

ARTICLE IV

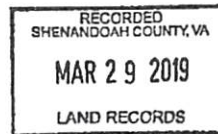
LENDER CONSENT

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 Cedar Spring Estates Townhouse Lots Property Association, Inc. as to the roadway dedication for Spring Street and a portion of Williams Street, containing 0.2163 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.

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



WITNESS the following signatures and seals:

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

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

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

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

The foregoing instrument was acknowledged before me on the 15th 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

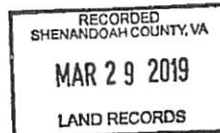
Perry J. Kirk
NOTARY PUBLIC 138933

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, General Partner of Strasburg Interstate Properties, L.P., L.L.P., a Virginia limited liability partnership.

My commission expires August 31, 2022

Perry J. Kirk
NOTARY PUBLIC 138933



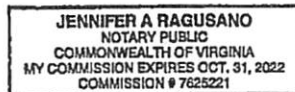
BB&T-VA COLLATERAL SERVICE
CORPORATION

By: [Signature] (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



[Signature]
NOTARY PUBLIC

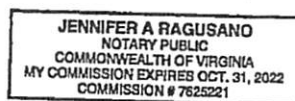
BRANCH BANKING AND TRUST
COMPANY

By: [Signature] (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



[Signature]
NOTARY PUBLIC



For acceptance of conveyance of and maintenance obligations of a portion of Williams Street and Spring Place, private streets 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



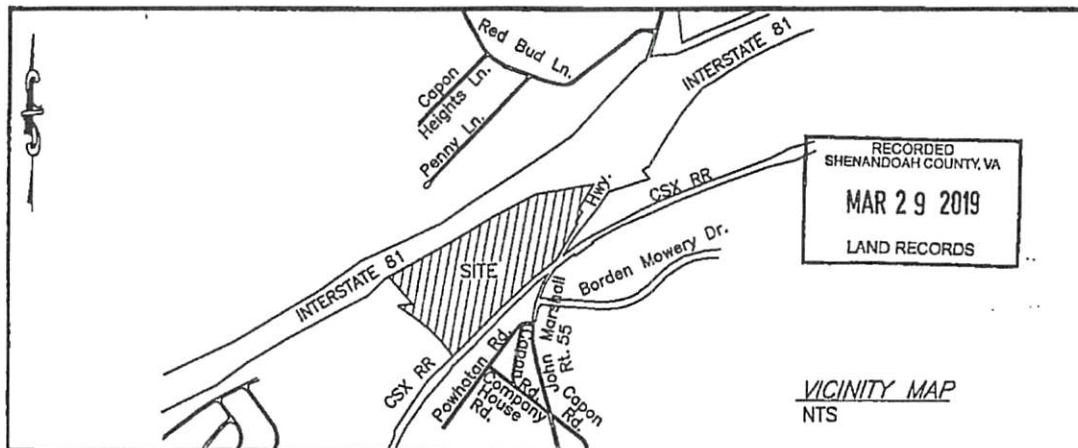
THIS INSTRUMENT PREPARED BY:

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

Deeds\Strasburg Interstate Properties Deed of Subdivision 5
2/7/19

INSTRUMENT 190001577
RECORDED IN THE CLERK'S OFFICE OF
SHENANDOAH COUNTY CIRCUIT COURT ON
MARCH 29, 2019 AT 12:12 PM
SARONA S. IRVIN, CLERK
RECORDED BY: LIS

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



VICINITY MAP
NTS

APPROVED BY

[Signature]
SUBDIVISION AGENT/TOWN MANAGER
[Signature]
MAYOR
[Signature]
PLANNING COMMISSION CHAIRMAN

3/14/19 DATE
3-12-19 DATE
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]* 2/15/19 DATE
ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.,

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

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

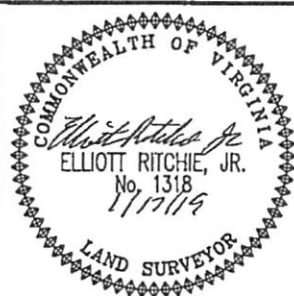
SURVEYOR'S CERTIFICATE

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 5
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 9



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-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 THIS WHICH IS 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 = 16

RECORDED
SHENANDOAH COUNTY, VA

MAR 29 2019

LAND RECORDS

AREA TABULATION TABLE

RESIDUE PARCEL	225,808 SF OR	5.1838 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
SECTION 5 PARCEL	95,301 SF OR	2.1878 ACRES
ORIGINAL PARCEL	1,582,405 SF OR	36.3270 ACRES
OPEN SPACE "F"	9,035 SF OR	0.2074 ACRES
OPEN SPACE "F1"	5,192 SF OR	0.1192 ACRES
ROADWAY DEDICATIONS	9,424 SF OR	0.2163 ACRES
PRIVATE ROADWAY	33,650 SF OR	0.7725 ACRES
NEW LOTS 59-74	38,000 SF OR	0.8724 ACRES
SECTION 5 TOTAL	95,301 SF OR	2.1878 ACRES

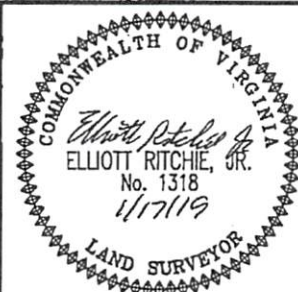
LOT AREA TABLE

Area	Sq. Feet	Acres
LOT 59	4,000	0.0918
LOT 60	2,000	0.0459
LOT 61	2,000	0.0459
LOT 62	2,000	0.0459
LOT 63	2,000	0.0459
LOT 64	2,000	0.0459
LOT 65	2,000	0.0459
LOT 66	3,000	0.0689
LOT 67	3,000	0.0689
LOT 68	2,000	0.0459
LOT 69	2,000	0.0459
LOT 70	2,000	0.0459
LOT 71	2,000	0.0459
LOT 72	2,000	0.0459
LOT 73	2,000	0.0459
LOT 74	4,000	0.0918

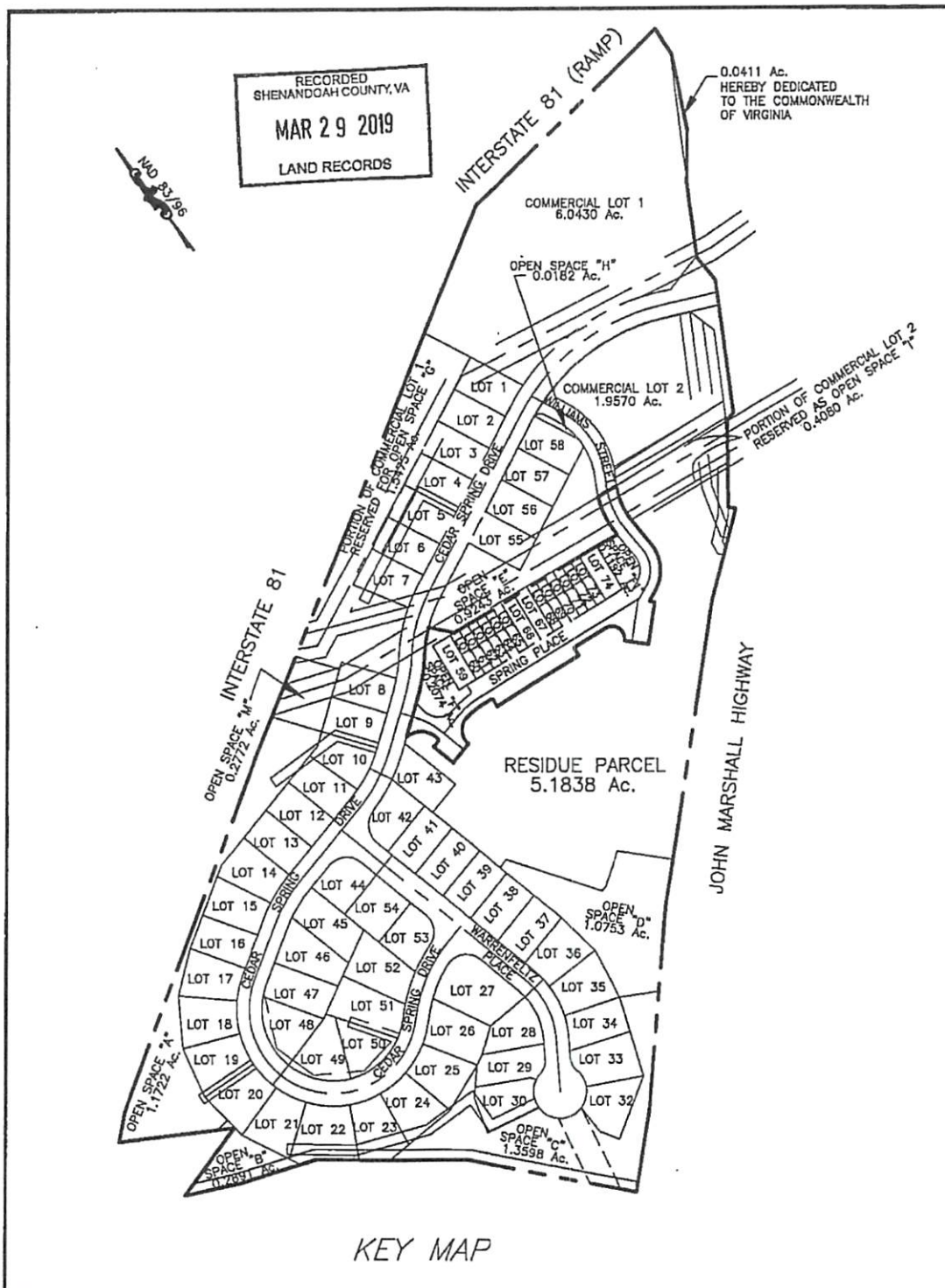
FINAL SUBDIVISION PLAT
SECTION 5
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SHEET 2 OF 9



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FINAL SUBDIVISION PLAT
SECTION 5
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TOWN OF STRASBURG, VIRGINIA
DAVIS MAGISTERIAL DISTRICT
SHENANDOAH COUNTY, VIRGINIA
SCALE: 1"=250' APRIL 26, 2018
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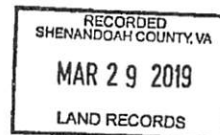
SHEET 3 OF 9



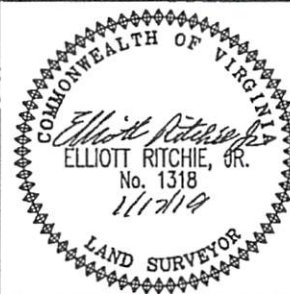
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Email: office@painterlewis.com

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
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'
C25	59.35'	12°21'59"	275.00'	29.79'	N45°31'10"E	59.24'
C27	99.00'	17°27'14"	325.00'	49.89'	N48°03'47"E	98.62'
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'
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'
C37	71.47'	12°35'59"	325.00'	35.88'	S69°00'04"W	71.33'
C94	65.84'	22°51'47"	165.00'	33.36'	S25°10'11"E	65.41'
C95	34.73'	44°13'19"	45.00'	18.28'	N04°30'28"W	33.88'
C96	61.40'	78°10'16"	45.00'	36.55'	S52°49'25"E	56.74'
C97	47.03'	76°59'43"	35.00'	27.84'	N64°24'56"W	43.57'
C98	7.85'	90°00'00"	5.00'	5.00'	S31°15'43"W	7.07'
C99	56.62'	19°39'42"	165.00'	28.59'	N86°05'34"E	56.34'
C100	46.44'	14°46'55"	180.00'	23.35'	N84°28'39"E	46.31'
C101	41.10'	15°41'52"	150.00'	20.68'	N88°04'29"E	40.97'
C102	7.50'	85°56'42"	5.00'	4.66'	S48°53'46"W	6.82'
C103	7.85'	90°00'00"	5.00'	5.00'	S39°04'35"E	7.07'
C104	7.85'	90°00'00"	5.00'	5.00'	N50°55'25"E	7.07'
C105	56.68'	129°53'37"	25.00'	53.48'	S19°07'47"E	45.30'
C106	80.00'	27°46'44"	165.00'	40.80'	N11°09'41"E	79.22'
C107	78.42'	69°07'40"	65.00'	44.78'	S31°50'09"W	73.75'
C108	54.29'	69°07'40"	45.00'	31.00'	S31°50'09"W	51.06'
C109	102.55'	69°07'40"	85.00'	58.56'	S31°50'09"W	96.45'
C110	57.40'	93°57'51"	35.00'	37.51'	N33°14'38"E	51.18'
C111	76.74'	30°19'24"	145.00'	39.29'	N12°26'01"E	75.85'
C112	4.08'	01°36'41"	145.00'	2.04'	N01°55'21"W	4.08'



FINAL SUBDIVISION PLAT
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REVISED THROUGH JANUARY 17, 2019



1804009

SHEET 4 OF 9



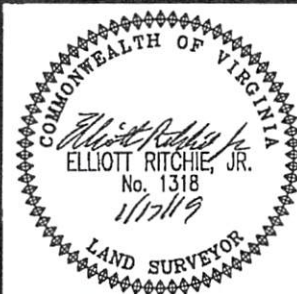
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Winchester, Virginia 22601 Facsimile (540) 662-5793
Email: office@painterlewis.com



LINE TABLE

LINE	BEARING	DISTANCE
L21	S82°40'18"E	42.03'
L34	S36°36'05"E	25.64'
L35	S26°37'08"E	5.31'
L36	N05°55'25"E	13.46'
L37	S13°44'17"E	5.07'
L38	S76°15'43"W	13.00'
L39	S13°44'17"E	49.56'
L40	N76°15'43"E	48.00'
L41	S84°04'35"E	17.39'
L42	S05°55'25"W	13.00'
L43	S84°04'35"E	189.00'
L44	N05°55'25"E	13.00'
L45	S84°04'35"E	68.46'
L46	S44°10'58"E	48.00'
L47	N45°49'02"E	84.09'
L48	N44°10'58"W	10.77'
L49	N66°23'59"E	22.50'
L50	N02°43'41"W	55.23'
L51	N02°43'41"W	55.23'
L52	N02°43'41"W	55.23'
L53	N66°23'59"E	26.57'
L54	N66°23'59"E	21.30'
L55	N84°04'35"W	2.95'
L56	N05°55'27"E	13.00'
L57	N84°04'35"W	11.00'
L58	N81°38'28"W	46.53'
L59	S32°39'16"W	20.88'
L60	S50°55'25"W	8.98'
L61	S66°23'59"W	30.12'
L62	N21°52'52"W	40.02'
L63	S84°04'35"E	2.71'
L64	N89°13'10"E	5.00'
L65	N66°23'59"E	4.67'

FINAL SUBDIVISION PLAT
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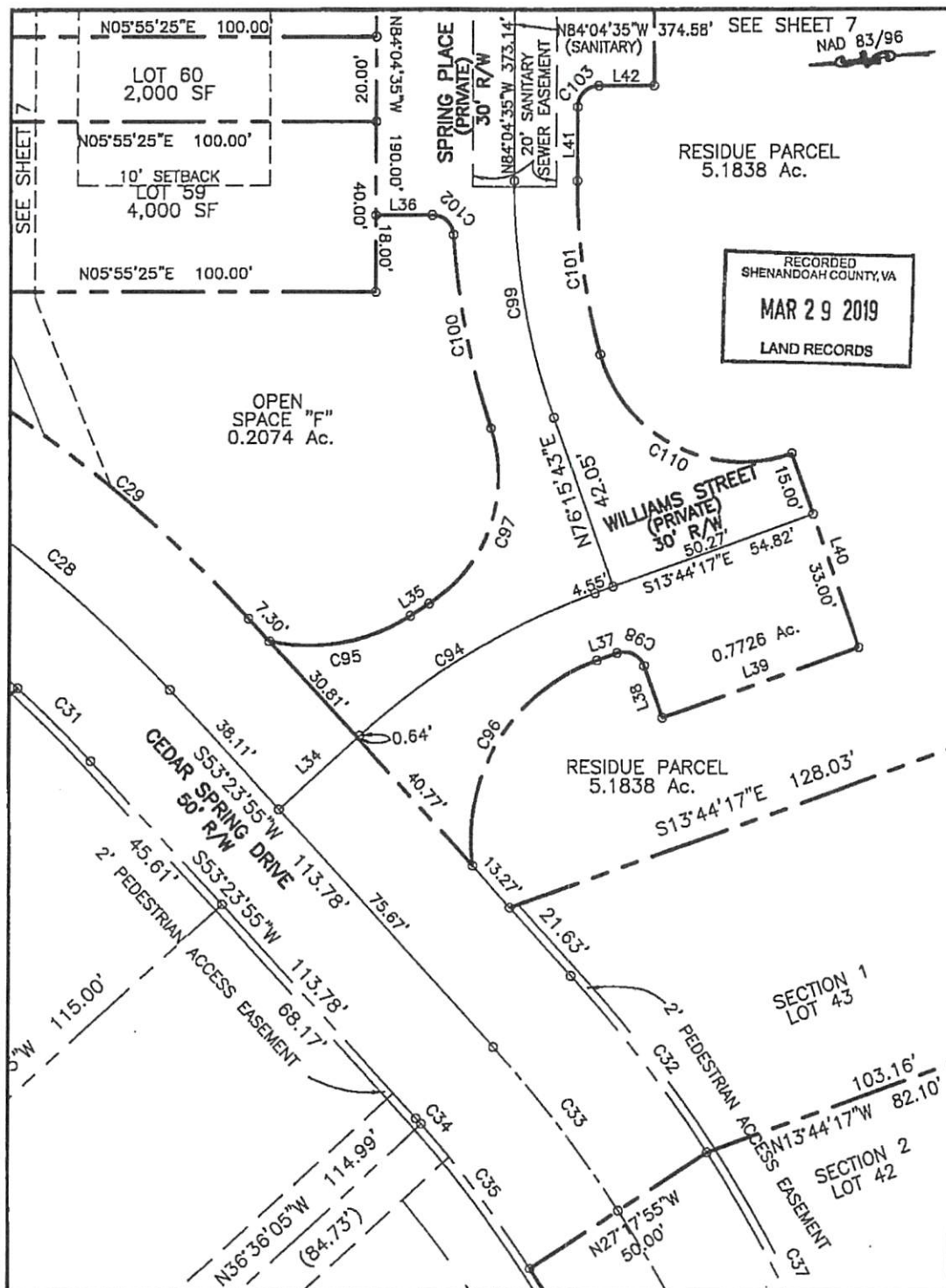


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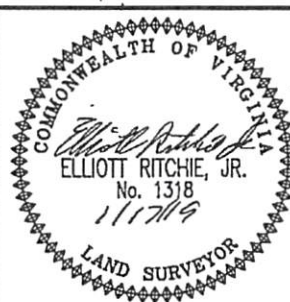
SHEET 5 OF 9



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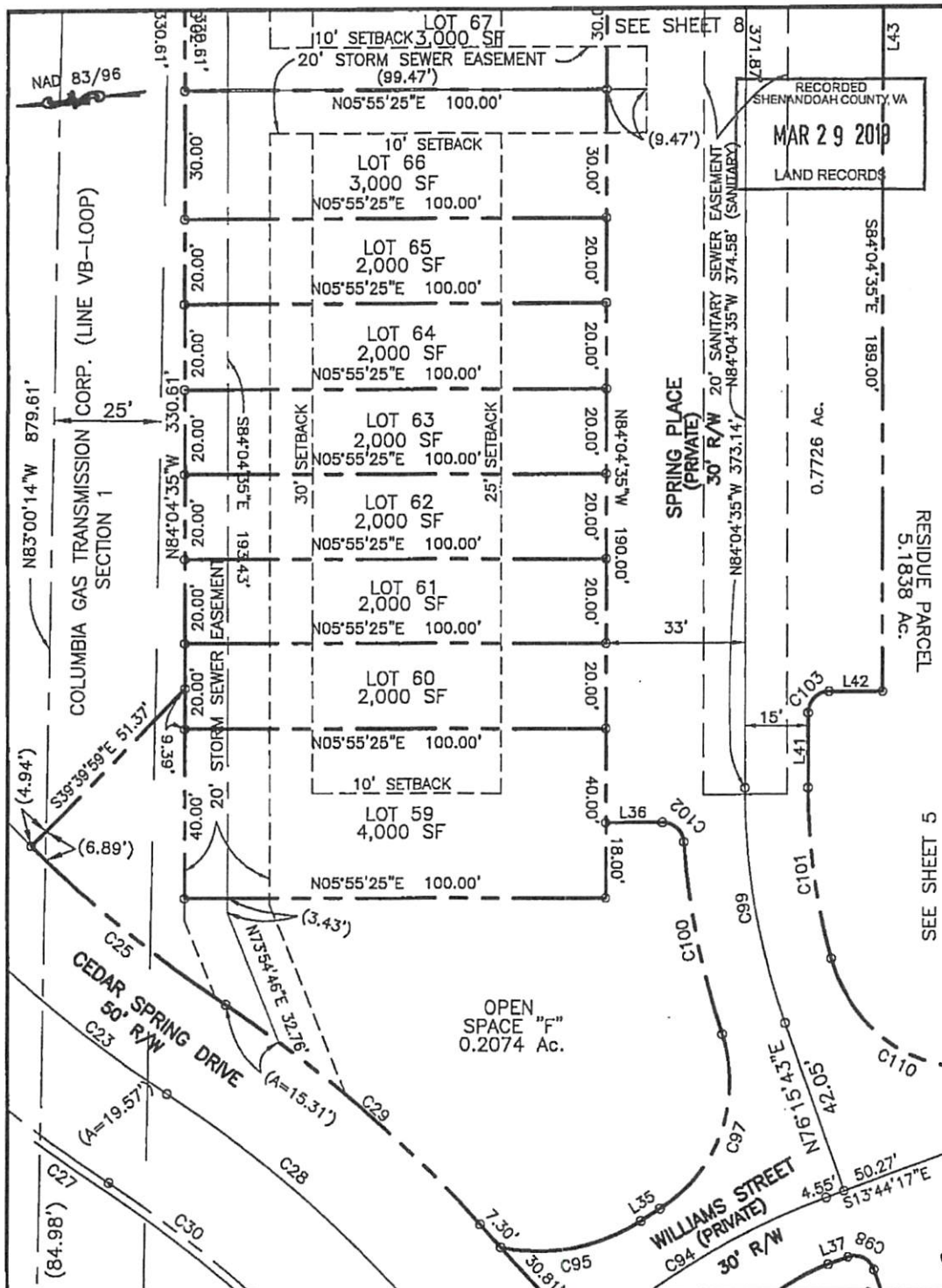


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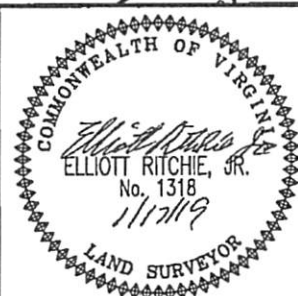
SHEET 6 OF 9



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FINAL SUBDIVISION PLAT
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1804009

SHEET 7 OF 9



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**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 2/15/2019
Instrument Type: DV
Number of Parcels: 1 Number of Pages: 17
☐ 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: BB&T-VA COLLATERAL SERVICE CORPORATION

1 ☒ Grantee: TOWN OF STRASBURG, VIRGINIA

2 ☒ Grantee: CEDAR SPRING ESTATES TOWNHOUSE LOTS PROPERTY ASSOCIATION, INC.

GRANTEE ADDRESS

Name: TOWN OF STRASBURG, VIRGINIA

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: 36.3270 ACRES, TOWN OF STRASBURG, DAVIS MAGISTERIAL
DISTRICT, SHENANDOAH COUNTY, VA

Current Property Address:

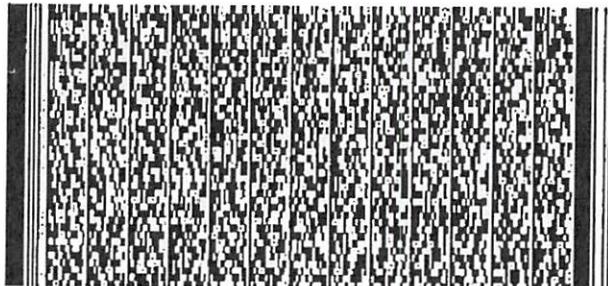
City: STRASBURG State: VA Zip Code: 22657

Instrument Prepared By: MICHAEL L. BRYAN, ESQUIRE Recording Paid By: MICHAEL L. BRYAN, ESQUIRE

Recording Returned To: MICHAEL L. BRYAN, ESQUIRE

Address: 116 SOUTH BRADDOCK STREET

City: WINCHESTER State: VA Zip Code: 22601



INSTRUMENT 190001577
RECORDED IN THE CLERK'S OFFICE OF
SHENANDOAH COUNTY CIRCUIT COURT ON
MARCH 29, 2019 AT 12:12 PM
SARONA S. IRVIN, CLERK
RECORDED BY: LIS

(Area Above Reserved For Deed Stamp Only)

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



Instrument Date: 2/15/2019

Instrument Type: DV

Number of Parcels: 1 Number of Pages: 17

[] City ☒ County
SHENANDOAH

GRANTOR BUSINESS / NAME

(Area Above Reserved For Deed Stamp Only)

3 ☒ Grantor: BRANCH BANKING AND TRUST COMPANY
[] Grantor: _____
[] Grantor: _____
[] Grantor: _____
[] Grantor: _____
[] Grantor: _____
[] Grantor: _____
[] Grantor: _____

GRANTEE BUSINESS / NAME

[] Grantee: _____
[] Grantee: _____
[] Grantee: _____
[] Grantee: _____
[] Grantee: _____
[] Grantee: _____
[] Grantee: _____
[] Grantee: _____





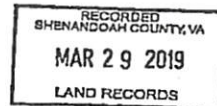
THIS DEED OF SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 6 (the "Deed of Subdivision") made and dated this 15th day of February, 2019, by and between STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P., a Virginia limited liability partnership, hereinafter referred to as the "Owner"; BB&T-VA COLLATERAL SERVICE 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); 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 townhouse lots designated as Lot 75 through 96, inclusive, (the "Townhouse Lots") in that certain development known as Cedar Spring Estates, as more fully set forth on that certain plat titled "Final Subdivision Plat Section 6 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.

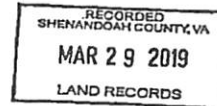
D. In addition to the subdivision of the Townhouse Lots, as set forth in Recital C, above, the Owner intends to create and impress pedestrian access easement, storm sewer easements, sanitary sewer easements, and water line easements, and to subdivide Open Space "J" (the "Open Space Lot"), and other development 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 Townhouse Lots and the dedication of certain easements and other development matters, the Owner intends to dedicate and convey a portion of Williams Street to the Cedar Spring Estates Townhouse Lots Property Association, Inc., which shall be a privately maintained street over which the public shall have access.

F. 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 4, Section 5 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 6, 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.

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



ARTICLE I

DEDICATION OF STREETS AND SUBDIVISION OF LOTS

Section 1. Dedication of Street: The Owner hereby dedicates and conveys unto the Cedar Spring Estates Townhouse Lots Property Association, Inc., or its successor or assigns, a portion of Williams Street designated as "Williams Street 40' R/W (Private Street)", and "Williams Street (Private) 30' R/W" as shown 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 Townhouse Lots Property Association, Inc., or its successors or assigns.

Section 2. Subdivision of Townhouse Lots: The Owner hereby subdivides the Townhouse 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 "J", containing 0.8329 acres, more or less, as more fully set forth on the attached Subdivision Plats. Open Space "J" is also designated as "Storm Water Management Facility" on the attached Subdivision Plats. All Open Space within Cedar Spring Estates, Section 6 shall serve as drainage easements for the benefit of Section 5, Section 6 and Section 7 of Cedar Spring Estates.

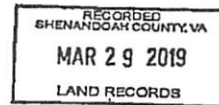
ARTICLE II

DEVELOPMENT EASEMENTS

Section 1. Dedication of Easements: The Owner hereby creates and impresses the following easements upon a portion of Cedar Spring Estates, Section 6, as more particularly described on the attached Subdivision Plats as follows:

(a) That certain storm sewer easement designated as "15' Storm Sewer Easement, as "20' Storm Sewer Easement" and as "25' Storm Sewer Easement" (the "Storm Sewer Easements");

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



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

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

(d) That certain landscape corridor buffer designated as "20' Landscape Corridor Buffer" (the "20' Landscape Corridor Buffer");

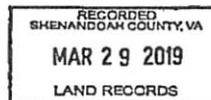
(e) That certain pedestrian access easement over a portion of Open Space "J" designated as "20' Pedestrian Access Easement" on Sheet 5 of 7 of the Subdivision Plat (the "20' Pedestrian Access Easement").

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

The aforesaid the Storm Sewer Easements, 15' Storm Sewer Easement, the 20' Sanitary Sewer Easement, 20' Water Line Easement, 20' Landscape Corridor Buffer, the 20' Pedestrian Access Easement and the 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 Townhouse Lot in Cedar Spring Estates, Section 6 a blanket easement and right on, over and under the ground within Cedar Spring Estates, Section 6 (including, but not limited to, the Townhouse 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 Townhouse Lots of its intent to take such action, unless in the sole opinion of the Owner an emergency exists which

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



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 6, 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

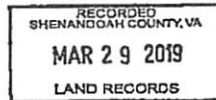
Branch Banking and Trust Company, the beneficiary under the aforesaid Deed of Trust, consents to the subdivision of the Parent Tract, as evidenced by the signature hereto of its authorized representative and directs the Trustee to execute this Deed of Subdivision in conformity therewith in order to:

(a) Release the lien of the aforesaid Deed of Trust as to the roadway dedication to the Cedar Spring Estates Townhouse Lots Property Association, Inc. as to the roadway dedication for Spring Street and a portion of Williams Street, containing 0.4331 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 the following pages.]

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



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 15th 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

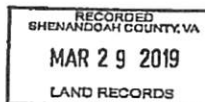
[Signature]
NOTARY PUBLIC

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, 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



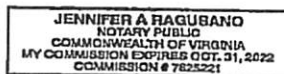
BB&T-VA COLLATERAL SERVICE
CORPORATION

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

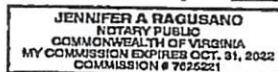
BRANCH BANKING AND TRUST
COMPANY

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

RECORDED
SHENANDOAH COUNTY, VA
MAR 29 2019
LAND RECORDS

For acceptance of conveyance of and maintenance obligations of a portion of
Williams Street, a private streets 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: Walker H. Akins (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 Walker H. Akins, who is Director
Cedar Spring Estates Townhouse Lots Property Association, Inc.

My commission expires August 31, 2022

Caray A. Kuntz
NOTARY PUBLIC

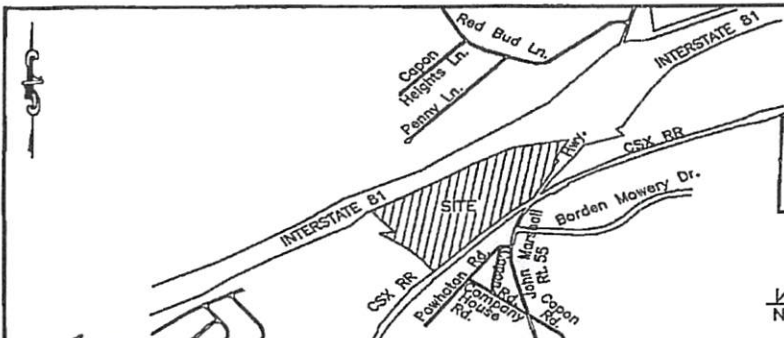

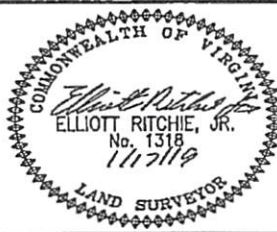

THIS INSTRUMENT PREPARED BY:

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

Deeds/Strasburg Interstate Properties Deed of Subdivision 6
2/7/19

INSTRUMENT 190001578
RECORDED IN THE CLERK'S OFFICE OF
SHENANDOAH COUNTY CIRCUIT COURT ON
MARCH 29, 2019 AT 12:17 PM
SARONA S. IRVIN, CLERK
RECORDED BY: LIS

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

		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> RECORDED SHENANDOAH COUNTY, VA MAR 29 2019 LAND RECORDS </div>
VICINITY MAP NTS		
<div style="display: flex; justify-content: space-between;"> <div> <p><i>[Signature]</i> SUBDIVISION AGENT/TOWN MANAGER</p> <p><i>[Signature]</i> MAYOR</p> <p><i>[Signature]</i> PLANNING COMMISSION CHAIRMAN</p> </div> <div> <p>APPROVED BY</p> <p>3/14/19 DATE</p> <p>3-12-19 DATE</p> <p>3/8/19 DATE</p> </div> </div>		
OWNER'S CONSENT		
<p>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.</p>		
<p>BY: <i>[Signature]</i> ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.</p>		<p>3/15/19 DATE</p>
NOTARY PUBLIC		
<p>STATE OF <u>Virginia</u> CITY/COUNTY OF <u>Frederick</u></p>		
<p>THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS <u>15th</u> DAY OF <u>Feb</u>, 2019.</p>		
<p>BY: <u>Walter H. Dickens</u> ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.</p>		
<p>NOTARY PUBLIC <i>[Signature]</i> MY COMMISSION EXPIRES <u>Aug 31 2022</u></p>		
SURVEYOR'S CERTIFICATE		
<p>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.</p>		
<p>FINAL SUBDIVISION PLAT SECTION 6 CEDAR SPRING ESTATES TOWN OF STRASBURG, VIRGINIA DAVIS MAGISTERIAL DISTRICT SHENANDOAH COUNTY, VIRGINIA DATE: APRIL 26, 2018 REVISED THROUGH JANUARY 17, 2019</p>		
<p>1804009</p>		<p>SHEET 1 OF 7</p>
<div style="display: flex; justify-content: space-between; align-items: center;">  <div> <p>PAINTER-LEWIS, P.L.C. 817 CEDAR CREEK GRADE Telephone (540) 682-5792 Winchester, Virginia 22601 Facsimile (540) 662-5793 Email: office@painterlewis.com</p> </div> </div>		

NOTES:

1. CURRENT OWNER: STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.
DEED BOOK 1049, PAGE 387
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 THIS WHICH IS 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 = 22

RECORDED
SHENANDOAH COUNTY, VA

MAR 29 2019

LAND RECORDS

AREA TABULATION TABLE

RESIDUE PARCEL	118,659 SF OR	2.7240 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
SECTION 5 PARCEL	95,301 SF OR	2.1878 ACRES
SECTION 6 PARCEL	107,149 SF OR	2.4598 ACRES
ORIGINAL PARCEL	1,582,405 SF OR	36.3270 ACRES
OPEN SPACE "J"	36,284 SF OR	0.8329 ACRES
PRIVATE ROADWAY	18,865 SF OR	0.4331 ACRES
NEW LOTS 75-96	52,000 SF OR	1.1938 ACRES
SECTION 6 TOTAL	107,149 SF OR	2.4598 ACRES

LOT AREA TABLE

Area	Sq. Feet	Acres
LOT 75	4,000	0.0918
LOT 76	2,000	0.0459
LOT 77	2,000	0.0459
LOT 78	2,000	0.0459
LOT 79	2,000	0.0459
LOT 80	2,000	0.0459
LOT 81	2,000	0.0459
LOT 82	3,000	0.0689
LOT 83	3,000	0.0689
LOT 84	2,000	0.0459
LOT 85	2,000	0.0459

LOT AREA TABLE

Area	Sq. Feet	Acres
LOT 86	2,000	0.0459
LOT 87	2,000	0.0459
LOT 88	2,000	0.0459
LOT 89	2,000	0.0459
LOT 90	3,000	0.0689
LOT 91	3,000	0.0689
LOT 92	2,000	0.0459
LOT 93	2,000	0.0459
LOT 94	2,000	0.0459
LOT 95	2,000	0.0459
LOT 96	4,000	0.0918

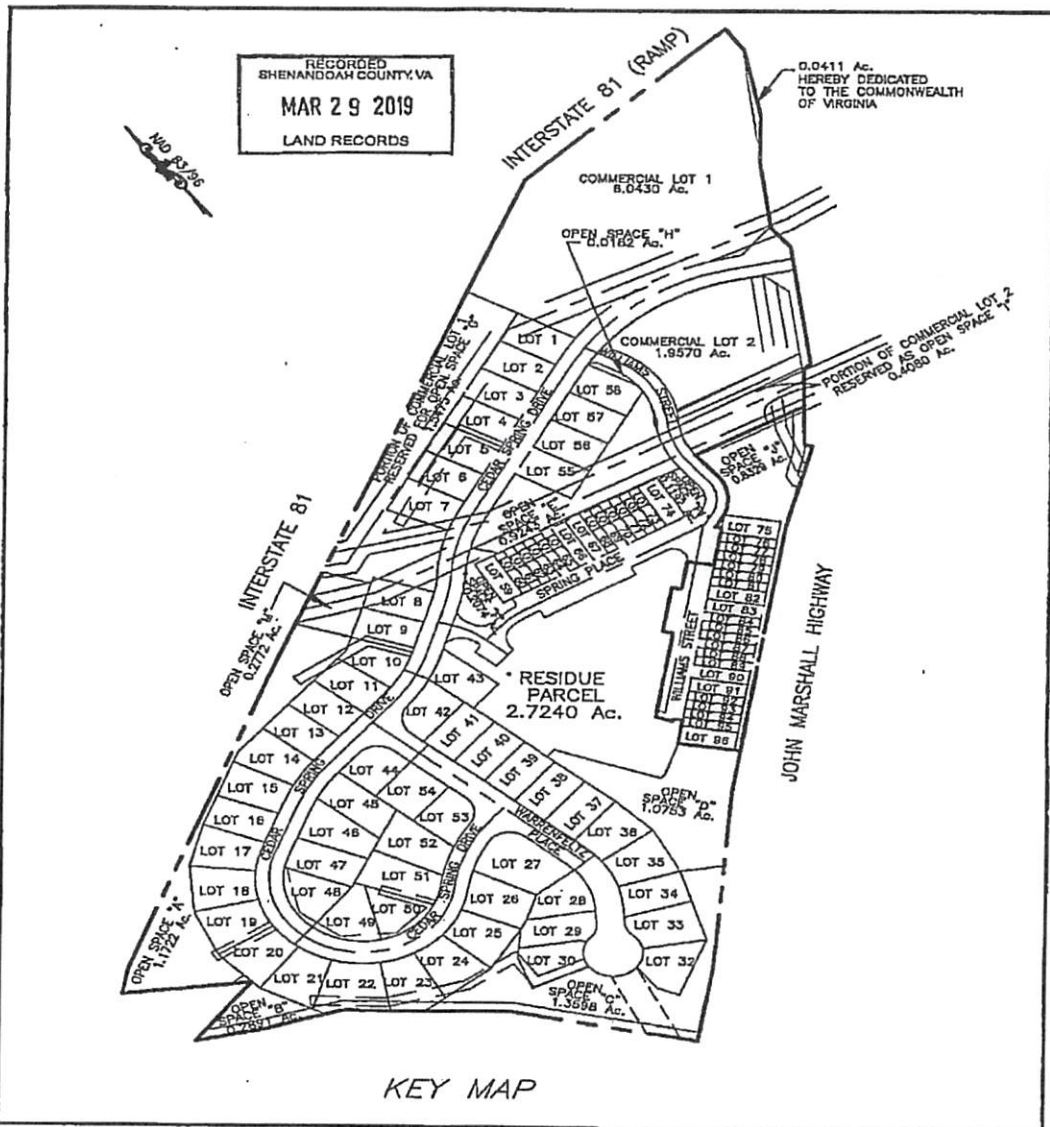
FINAL SUBDIVISION PLAT
SECTION 6
CEDAR SPRING ESTATES
TOWN OF STRASBURG, VIRGINIA
DAVIS MAGISTERIAL DISTRICT
SHENANDOAH COUNTY, VIRGINIA
DATE: APRIL 26, 2018
REVISED THROUGH JANUARY 17, 2019

1804009

SHEET 2 OF 7



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 6
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.
817 CEDAR CREEK GRADE
Winchester, Virginia 22601
Telephone (540) 662-5792
Facsimile (540) 662-5793
Email: office@painterlewis.com

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C21	72.86'	28°42'43"	145.00'	37.11'	N13°14'21"E	71.90'
C78	78.45'	30°59'50"	145.00'	39.66'	N14°22'55"E	77.49'
C105	56.68'	129°53'37"	25.00'	53.48'	S19°07'47"E	45.30'
C107	78.42'	69°07'40"	65.00'	44.78'	S31°50'09"W	73.75'
C108	54.29'	69°07'40"	45.00'	31.00'	S31°50'09"W	51.06'
C109	102.55'	69°07'40"	85.00'	58.56'	S31°50'09"W	96.45'
C112	4.08'	01°36'41"	145.00'	2.04'	N01°55'21"W	4.08'
C113	7.85'	90°00'00"	5.00'	5.00'	N89°10'58"W	7.07'
C114	7.85'	90°00'00"	5.00'	5.00'	S00°49'02"W	7.07'
C115	8.15'	93°25'40"	5.00'	5.31'	N89°06'12"E	7.28'
C116	68.32'	43°29'30"	90.00'	35.90'	S19°01'02"W	66.69'

LINE TABLE

LINE	BEARING	DISTANCE
L34	S36°36'05"E	25.84'
L46	S44°10'58"E	48.00'
L47	N45°49'02"E	84.09'
L48	N44°10'58"W	10.77'
L49	N66°23'59"E	22.50'
L50	N02°43'41"W	55.23'
L51	N02°43'41"W	55.23'
L52	N02°43'41"W	55.23'
L53	N66°23'59"E	26.57'
L54	N66°23'59"E	21.30'
L55	N84°04'35"W	2.95'
L56	N05°55'27"E	13.00'
L57	N84°04'35"W	11.00'
L62	S66°23'59"W	30.12'
L63	N21°52'52"W	40.02'
L64	S84°04'35"E	2.71'
L65	N89°13'10"E	5.00'
L66	S45°49'02"W	57.60'
L67	N44°10'58"W	13.00'
L68	S45°49'02"W	99.00'
L69	S44°10'58"E	13.00'
L70	S45°49'02"W	115.61'
L71	S34°32'53"E	30.39'
L72	S44°10'58"E	13.00'
L73	S44°11'12"E	10.33'
L74	S45°49'02"W	290.04'
L75	S42°15'53"W	67.43'
L76	S83°38'25"W	24.43'
L77	S83°38'25"W	33.04'
L78	N32°04'35"W	218.18'
L79	N63°41'41"E	13.17'
L80	N45°48'19"E	137.47'
L81	N44°10'58"W	95.30'
L82	S44°10'58"E	85.30'
L83	N45°48'19"E	122.78'
L84	S44°11'45"E	10.00'

LINE TABLE

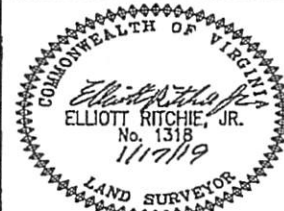
LINE	BEARING	DISTANCE
L85	N45°48'19"E	224.75'
L86	N19°47'54"E	13.87'
L87	N19°47'54"E	19.12'
L88	N19°47'54"E	23.85'

LINE TABLE

LINE	BEARING	DISTANCE
E1	S51°46'58"W	49.88'
E3	S51°46'58"W	34.20'
E4	N40°09'15"W	9.97'
E5	N15°37'08"E	92.68'
E6	N29°56'43"E	342.56'
E7	N38°13'10"W	7.87'
E8	N06°46'58"E	18.35'
E9	N51°46'48"E	54.33'
E10	N36°29'50"E	158.14'
E31	N36°30'23"E	69.85'
E32	S39°06'55"E	20.61'
E33	S55°29'28"E	35.83'
E34	N34°06'43"E	16.88'
E35	N83°00'14"W	13.67'
E36	N10°27'17"E	9.02'
E37	N83°00'14"W	10.02'
E38	S83°00'14"E	10.02'
E39	S10°27'17"W	9.02'
E40	S83°00'14"E	82.81'
E41	S18°35'19"W	83.15'
E42	S49°50'45"W	39.57'
E43	S07°50'45"W	17.78'
E44	S48°17'27"W	62.88'
E45	N40°48'52"W	65.43'
E46	N02°56'34"E	12.08'
E47	N55°29'28"W	6.28'
E48	N02°43'41"W	25.12'
E49	N02°43'41"W	22.81'

RECORDED
SHENANDOAH COUNTY, VA
MAR 29 2019
LAND RECORDS

FINAL SUBDIVISION PLAT
SECTION 6
CEDAR SPRING ESTATES
TOWN OF STRASBURG, VIRGINIA
DAVIS MAGISTERIAL DISTRICT
SHENANDOAH COUNTY, VIRGINIA
DATE: APRIL 26, 2018
REVISED THROUGH JANUARY 17, 2019

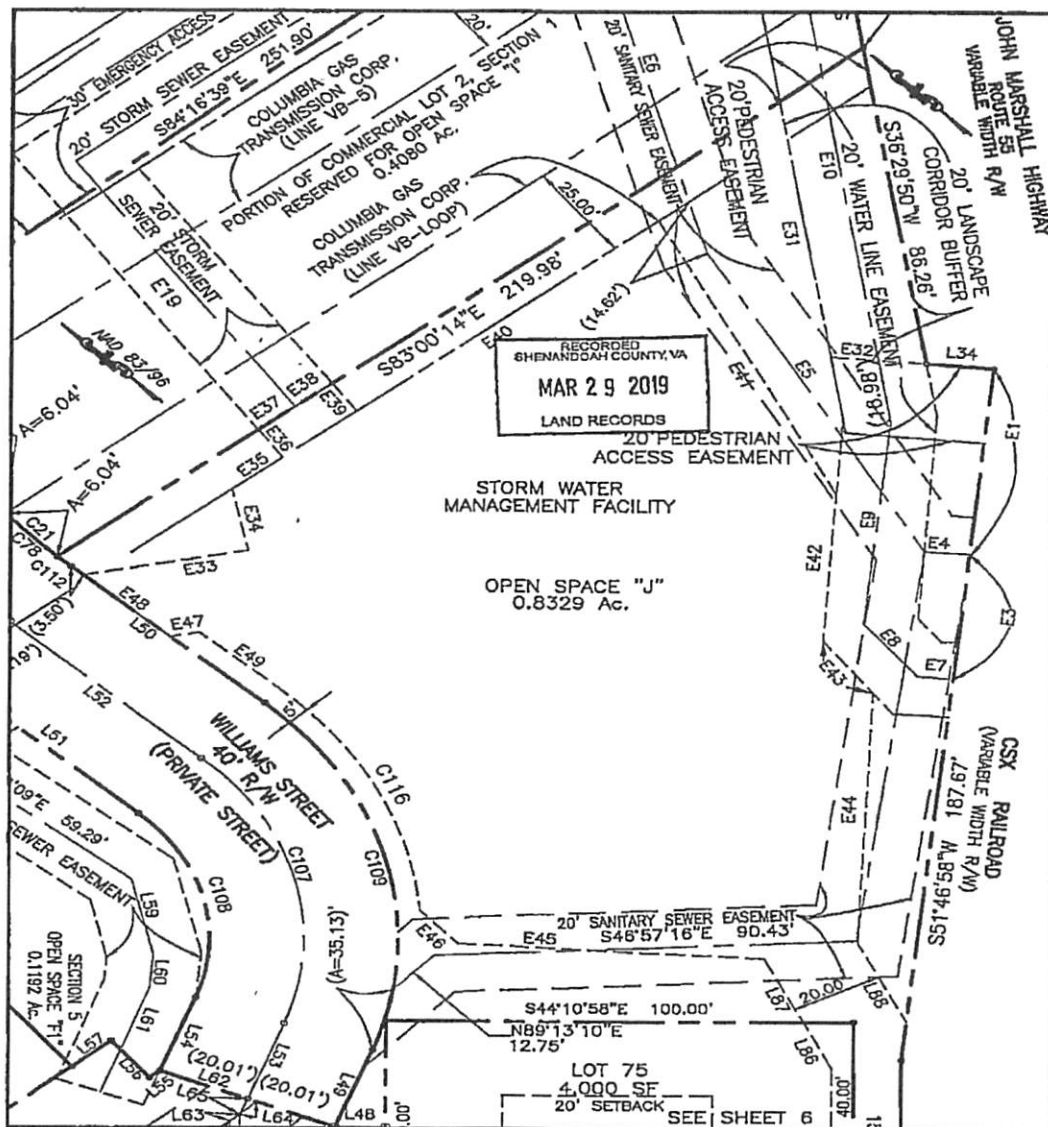


1804009

SHEET 4 OF 7



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



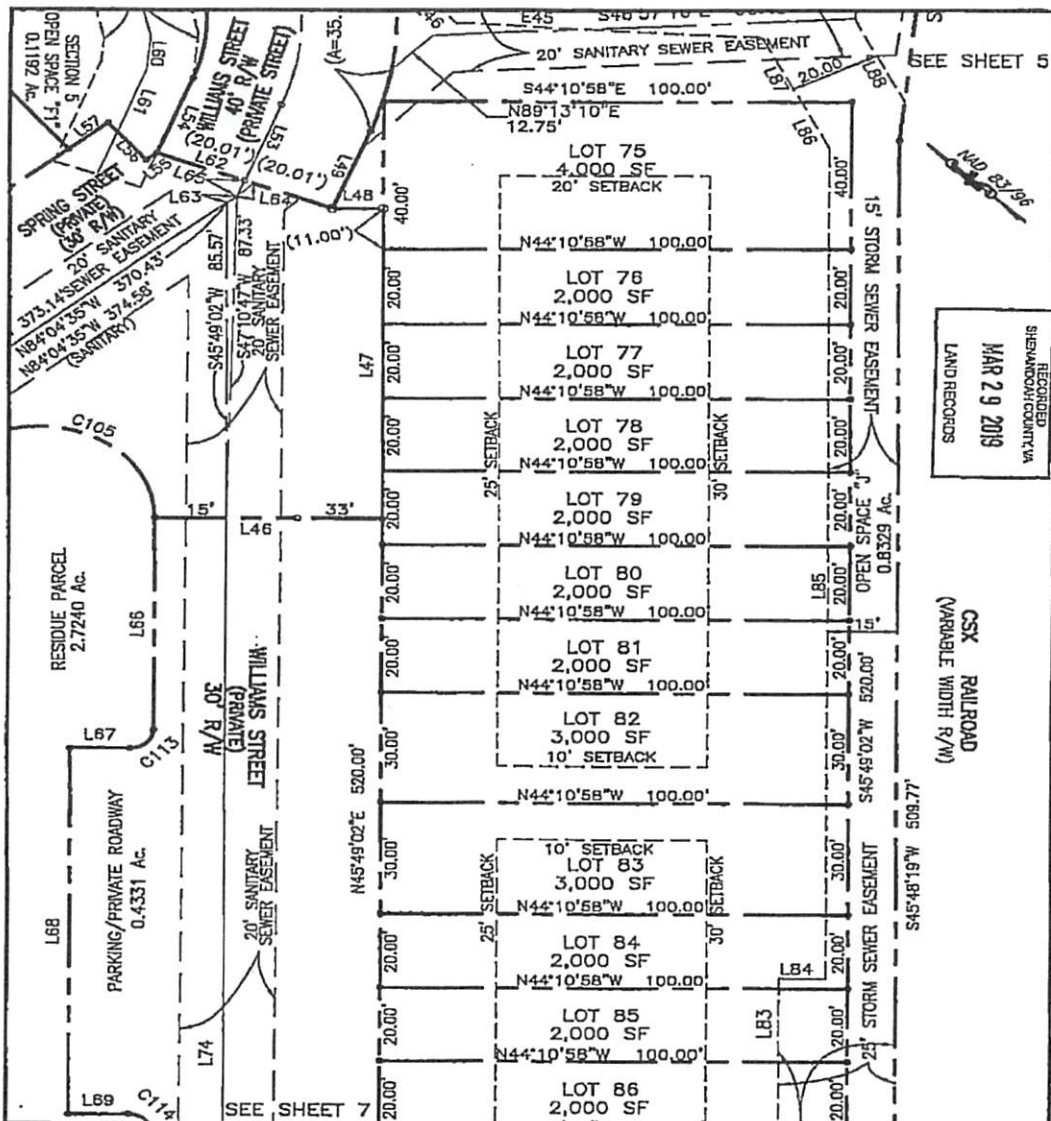
FINAL SUBDIVISION PLAT
SECTION 6
CEDAR SPRING ESTATES
TOWN OF STRASBURG, VIRGINIA
DAVIS MAGISTERIAL DISTRICT
SHENANDOAH COUNTY, VIRGINIA
SCALE: 1"=30' APRIL 26, 2018
REVISED THROUGH JANUARY 17, 2019

1804009

SHEET 5 OF 7



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



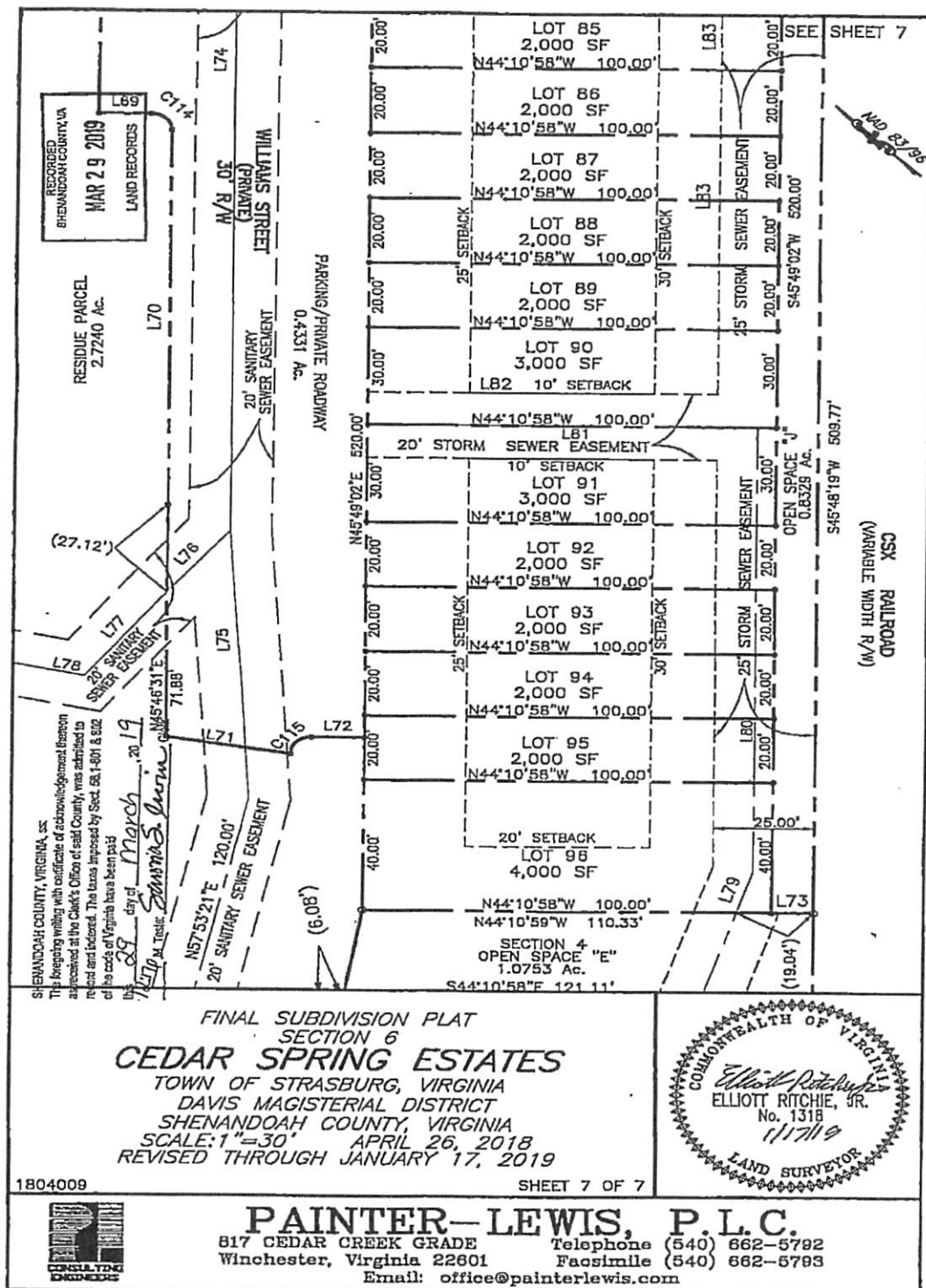
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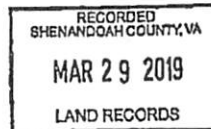
SHEET 6 OF 7



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Winchester, Virginia 22601 Facsimile (540) 662-5793
Email: office@painterlewis.com



VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT



Instrument Date: 2/15/2019
Instrument Type: DV
Number of Parcels: 1 Number of Pages: 15
[] City [X] 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(n):

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. [X] Grantor: STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.

2. [X] Grantor: BB&T-VA COLLATERAL SERVICE CORPORATION

1. [X] Grantee: TOWN OF STRASBURG, VIRGINIA

2. [X] Grantee: CEDAR SPRING ESTATES TOWNHOUSE LOTS PROPERTY ASSOCIATION, INC.

GRANTEE ADDRESS

Name: TOWN OF STRASBURG, VIRGINIA

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: 36.3270 ACRES, TOWN OF STRASBURG, DAVIS MAGISTERIAL

DISTRICT, SHENANDOAH COUNTY, VA

Current Property Address:

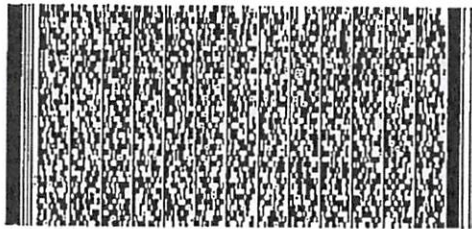
City: STRASBURG State: VA Zip Code: 22657

Instrument Prepared By: MICHAEL L. BRYAN, ESQUIRE Recording Paid By: MICHAEL L. BRYAN, ESQUIRE

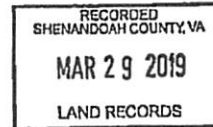
Recording Returned To: MICHAEL L. BRYAN, ESQUIRE

Address: 116 SOUTH BRADDOCK STREET

City: WINCHESTER State: VA Zip Code: 22601



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



Instrument Date: 2/15/2019

Instrument Type: DV

Number of Parcels: 1 Number of Pages: 16

[] City [X] County
SHENANDOAH

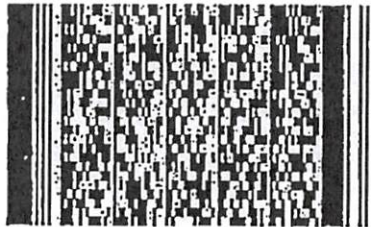
GRANTOR BUSINESS / NAME

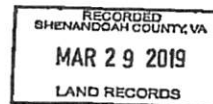
(Area Above Reserved For Deed Stamp Only)

3 [X] Grantor: BRANCH BANKING AND TRUST COMPANY
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:

GRANTEE BUSINESS / NAME

[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:





THIS DEED OF SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 7 (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); and CEDAR SPRING ESTATES TOWNHOUSE LOTS PROPERTY ASSOCIATION, INC., a Virginia nonstock corporation.

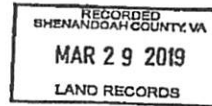
RECITALS:

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

Return to:

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



(the "Deed of Trust").

C. The Owner intends to subdivide a portion of the Parent Tract so as to create those certain townhouse lots designated as Lot 97 through 116, inclusive (the "Townhouse Lots") in that certain development known as Cedar Spring Estates, as more fully set forth on that certain plat titled "Final Subdivision Plat Section 7 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.

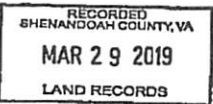
D. In addition to the subdivision of the Townhouse Lots, as set forth in Recital C, above, the Owner intends to create and impress a storm sewer easement, sanitary sewer easement, and to subdivide Open Space "K", Open Space "L" and Open Space "N" (the "Open Space Lots"), and other development matters, as more fully set forth on the attached Subdivision Plats, as more fully set forth hereinafter.

E. In addition to the subdivision of the Townhouse Lots and the dedication of certain easements and other development matters, the Owner intends to dedicate and convey a portion of Williams Street to the Cedar Spring Estates Townhouse Lots Property Association, Inc., which shall be a privately maintained street over which the public shall have access.

F. The subdivision of a portion of the Parent Tract, 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 4, Section 5 and Section 6, Cedar Spring Estates, to be recorded among the land records in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia.

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



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, Cedar Spring Estates, Section 7, 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 STREET AND
SUBDIVISION OF LOTS**

Section 1. Dedication of Streets: The Owner hereby dedicates and conveys unto the Cedar Spring Estates Townhouse Lots Property Association, Inc., or its successor or assigns, a portion of Williams Street designated as "Williams Street (Private) 30' R/W" as shown on the attached Subdivision Plats, which shall be privately maintained streets over which the public is hereby granted access. This portion of Williams Street shall be privately maintained by the Cedar Spring Townhouse Lots Property Association, Inc., or its successors or assigns.

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

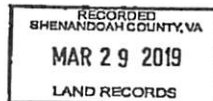
Section 3. Subdivision of Open Space Lots: The Owner hereby subdivides Open Space "K", containing 0.1041 acres, more or less, Open Space "L", containing 0.8478 acres, and Open Space "N", containing 0.2449 acres, as more fully set forth on the attached Subdivision Plats. All Open Space within Cedar Spring Estates, Section 7 shall serve as drainage easements for the benefit of Section 5, Section 6 and Section 7 of Cedar Spring Estates.

ARTICLE II

DEVELOPMENT EASEMENTS

Section 1. Dedication of Easements: The Owner hereby creates and

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



impresses the following easements upon a portion of Cedar Spring Estates, Section 7, as more particularly described on the attached Subdivision Plats as follows:

- (a) That certain storm sewer easement designated as "20' Storm Sewer Easement" (the "20' Storm Sewer Easement");
- (b) That certain sanitary sewer easement designated as "20' Sanitary Sewer Easement" (the "20' Sanitary Sewer Easement"); and
- (c) That certain storm water management easement pond over a portion of Open Space "N" (the "Storm Water Management Easement Facility").

The aforesaid 20' Storm Sewer Easement, 20' Sanitary Sewer Easement and Storm Water Management Easement Facility 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 Townhouse Lot in Cedar Spring Estates, Section 7 a blanket easement and right on, over and under the ground within Cedar Spring Estates, Section 7 (including, but not limited to, the Townhouse 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 Townhouse 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.

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



ARTICLE III

TOWN CONSENT TO SUBDIVISION

The subdivision of Cedar Spring Estates, Section 7, 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

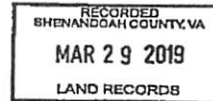
LENDER CONSENT

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 Cedar Spring Estates Townhouse Lots Property Association, Inc. as to a portion of Williams Street, containing 0.4023 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.

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



WITNESS the following signatures and seals:

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

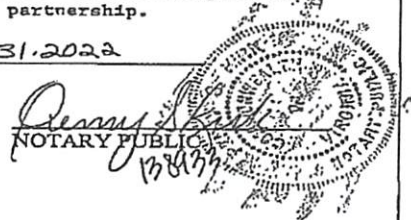
By: [Signature] (SEAL)
ROBERT W. CLAYTOR, General Partner

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 15th 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



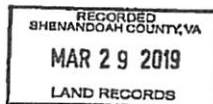
STATE OF VIRGINIA,
~~CITY~~/COUNTY OF Frederick, to-wit:

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

My commission expires August 31, 2022



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



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. Fagusano
NOTARY PUBLIC

BRANCH BANKING AND TRUST
COMPANY

By: David A. Chandler (SEAL)

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

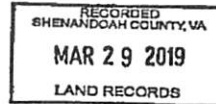
The foregoing instrument was acknowledged before me on the 22 day of
February, 2019, by David A. Chandler, who is Sr. Vice President of
Branch Banking And Trust Company.

My commission expires 10-31-2022



Jennifer A. Fagusano
NOTARY PUBLIC

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



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

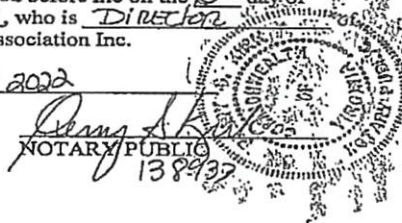
CEDAR SPRING ESTATES TOWNHOUSE LOTS
PROPERTY ASSOCIATION INC.

By: [Signature] (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. Atkins, who is Director
Cedar Spring Estates Townhouse Lots Property Association Inc.

My commission expires August 31 2022



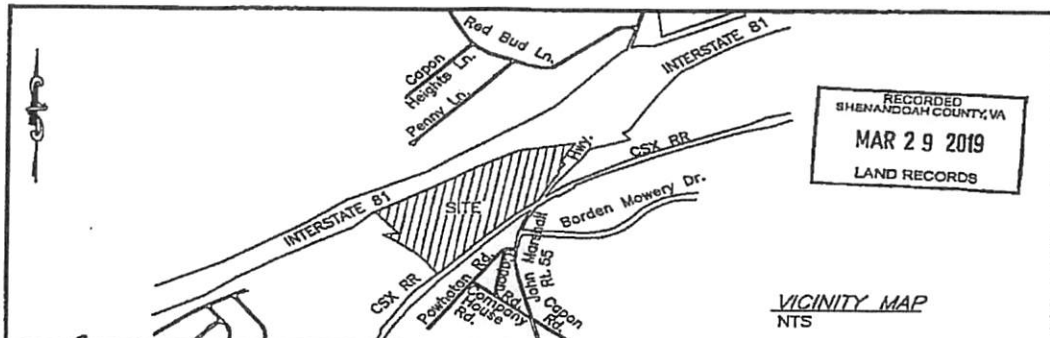
THIS INSTRUMENT PREPARED BY:

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

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

INSTRUMENT 190001579
RECORDED IN THE CLERK'S OFFICE OF
SHENANDOAH COUNTY CIRCUIT COURT ON
MARCH 29, 2019 AT 12:24 PM
BARBARA S. IRVIN, CLERK
RECORDED BY: LIS

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



RECORDED
SHENANDOAH COUNTY, VA
MAR 29 2019
LAND RECORDS

VICINITY MAP
NTS

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

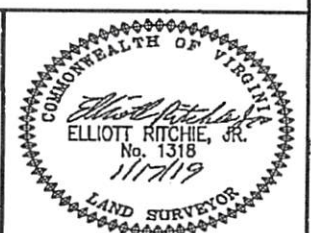
OWNER'S CONSENT
THE ABOVE AND FOREGOING SUBDIVISION OF CEDAR SPRING ESTATES, SECTION 4, AS APPEARS IN THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND/OR TRUSTEES, IF ANY. ALL ITEMS, PLANS, DESIGNS AND INFORMATION, 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: *[Signature]* DATE 2/15/19
ON BEHALF OF STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P. DATE

STATE OF Virginia NOTARY PUBLIC
GAY/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 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 7
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



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# 15-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 #S1171000750, EFFECTIVE DATE AUGUST 18, 2003.
 5. THE SURVEY ON THIS WHICH IS 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 185-402.09-H & J AND 165-601.02
185-402.09 H TOWNHOUSE
- FROM R/W = 15'
REAR = 25'
SIDE = 10'
HEIGHT = 35'
8. NUMBER OF RESIDENTIAL LOTS = 20

RECORDED
SHENANDOAH COUNTY, VA
MAR 29 2019
LAND RECORDS

AREA TABULATION TABLE

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
SECTION 5 PARCEL	95,301 SF OR	2.1878 ACRES
SECTION 6 PARCEL	107,149 SF OR	2.4598 ACRES
SECTION 7 PARCEL	118,659 SF OR	2.7240 ACRES
ORIGINAL PARCEL	1,582,405 SF OR	36.3270 ACRES
OPEN SPACE "K"	4,536 SF	OR 0.1041 ACRES
OPEN SPACE "L"	36,930 SF	OR 0.8478 ACRES
OPEN SPACE "N"	10,669 SF	OR 0.2448 ACRES
PRIVATE ROADWAY	17,524 SF	OR 0.4023 ACRES
NEW LOTS 97-103	17,000 SF	OR 0.3903 ACRES
NEW LOTS 104-108	13,000 SF	OR 0.2984 ACRES
NEW LOTS 109-116	19,000 SF	OR 0.4362 ACRES
SECTION 7 TOTAL	118,659 SF	OR 2.7240 ACRES

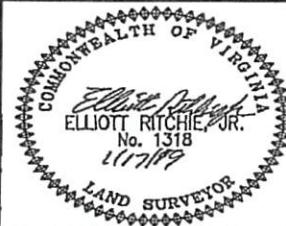
LOT AREA TABLE		
Area	Sq. Feet	Acres
LOT 97	4,000	0.0918
LOT 98	2,000	0.0459
LOT 99	2,000	0.0459
LOT 100	2,000	0.0459
LOT 101	2,000	0.0459
LOT 102	2,000	0.0459
LOT 103	3,000	0.0689
LOT 104	3,000	0.0689
LOT 105	2,000	0.0459
LOT 106	2,000	0.0459
LOT 107	2,000	0.0459
LOT 108	4,000	0.0918

LOT AREA TABLE		
Area	Sq. Feet	Acres
LOT 109	4,000	0.0918
LOT 110	2,000	0.0459
LOT 111	2,000	0.0459
LOT 112	2,000	0.0459
LOT 113	2,000	0.0459
LOT 114	2,000	0.0459
LOT 115	2,000	0.0459
LOT 116	3,000	0.0689

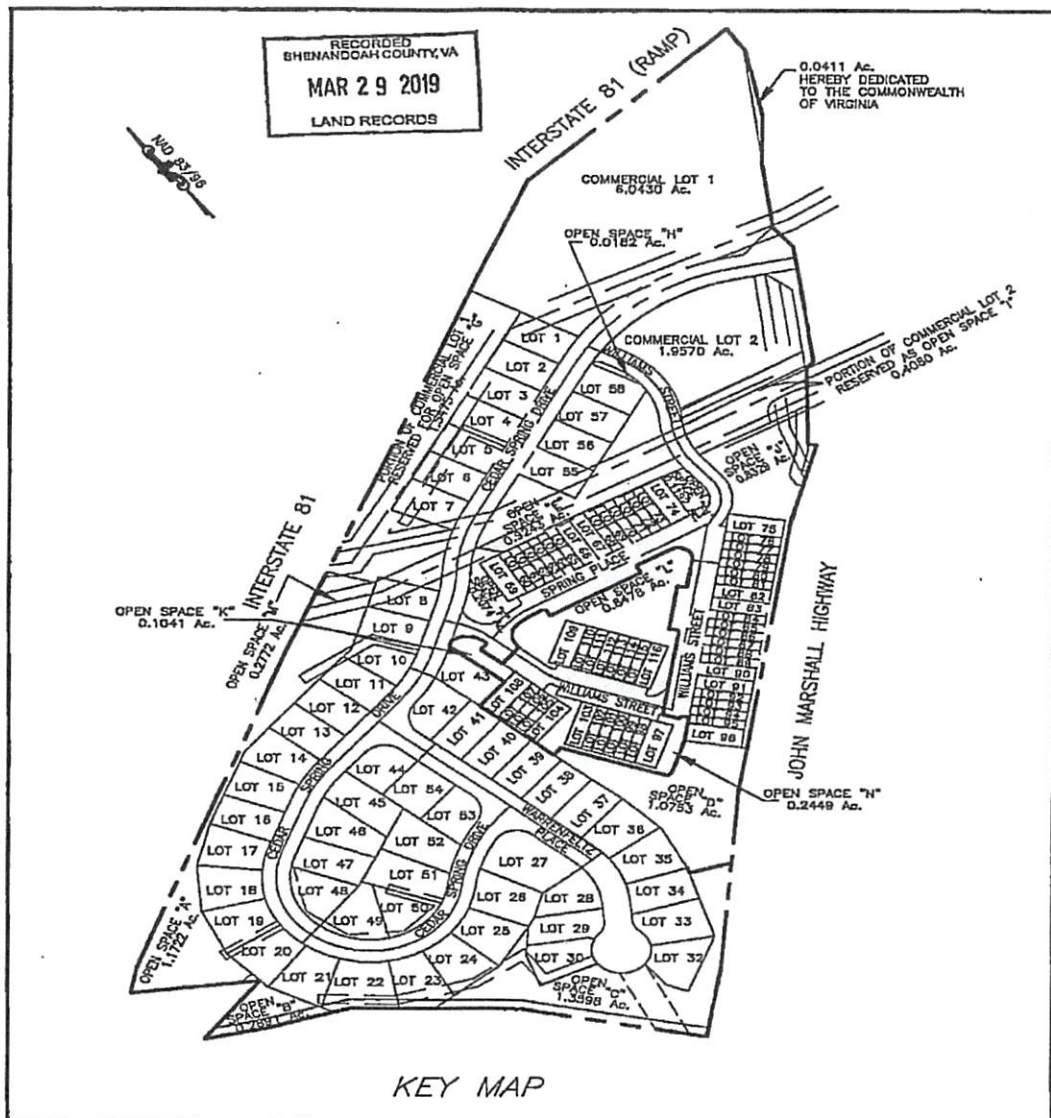
FINAL SUBDIVISION PLAT
SECTION 7
CEDAR SPRING ESTATES
TOWN OF STRASBURG, VIRGINIA
DAVIS MAGISTERIAL DISTRICT
SHENANDOAH COUNTY, VIRGINIA
DATE: APRIL 26, 2018
REVISED THROUGH JANUARY 17, 2019

1804009

SHEET 2 OF 8



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



FINAL SUBDIVISION PLAT
SECTION 7
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 8



PAINTER-LEWIS, P.L.C.
817 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
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'
C94	65.84'	22°51'47"	165.00'	33.36'	S25°10'11"E	65.41'
C95	34.73'	44°13'19"	45.00'	18.28'	N04°30'28"W	33.88'
C96	61.40'	78°10'16"	45.00'	36.55'	S52°49'25"E	56.74'
C97	47.03'	76°59'43"	35.00'	27.84'	N64°24'56"W	43.57'
C98	7.85'	90°00'00"	5.00'	5.00'	S31°15'43"W	7.07'
C99	56.62'	19°39'42"	165.00'	28.59'	N86°05'34"E	56.34'
C100	46.44'	14°46'55"	180.00'	23.35'	N84°28'39"E	46.31'
C101	41.10'	15°41'52"	150.00'	20.68'	N88°04'29"E	40.97'
C102	7.50'	85°56'42"	5.00'	4.66'	S48°53'46"W	6.82'
C103	7.85'	90°00'00"	5.00'	5.00'	S39°04'35"E	7.07'
C104	7.85'	90°00'00"	5.00'	5.00'	N50°55'25"E	7.07'
C105	56.68'	129°53'37"	25.00'	53.48'	S19°07'47"E	45.30'
C110	57.40'	93°57'51"	35.00'	37.51'	N33°14'38"E	51.18'
C113	7.85'	90°00'00"	5.00'	5.00'	N89°10'58"W	7.07'
C114	7.85'	90°00'00"	5.00'	5.00'	S00°49'02"W	7.07'
C115	8.15'	93°25'40"	5.00'	5.31'	N89°06'12"E	7.28'
C117	7.85'	90°00'00"	5.00'	5.00'	S79°32'53"E	7.07'
C118	50.45'	82°35'26"	35.00'	30.74'	S87°06'45"W	46.20'
C119	9.34'	107°02'39"	5.00'	6.76'	N01°55'48"E	8.04'
C120	59.93'	20°48'36"	165.00'	30.30'	N24°08'35"W	59.60'
C121	9.72'	03°05'43"	180.00'	4.86'	N26°18'15"W	9.72'
C122	12.16'	04°38'44"	150.00'	6.08'	N16°03'39"W	12.16'
C123	9.26'	106°09'52"	5.00'	6.66'	N71°27'57"W	7.99'

LINE TABLE

LINE	BEARING	DISTANCE
L35	S28°37'08"E	5.31'
L37	S13°44'17"E	5.00'
L38	S76°15'43"W	13.00'
L39	S13°44'17"E	49.56'
L40	N76°15'43"E	48.00'
L41	S84°04'35"E	17.39'
L42	S05°55'25"W	13.00'
L43	S84°04'35"E	189.00'
L44	N05°55'25"E	13.00'
L45	S84°04'35"E	68.46'
L46	S44°10'58"E	48.00'
L66	S45°49'02"E	57.60'
L67	N44°10'58"W	13.00'
L68	S45°49'02"W	99.00'
L69	S44°10'58"E	13.00'

LINE TABLE

LINE	BEARING	DISTANCE
L70	S45°49'02"W	115.61'
L71	S34°32'53"E	30.39'
L72	S44°10'58"E	13.00'
L74	S45°49'02"W	290.04'
L75	S42°15'53"W	67.43'
L76	S83°38'25"W	24.43'
L77	S83°38'25"W	33.04'
L78	N32°04'35"W	218.18'
L89	S55°27'07"W	13.00'
L90	N55°27'07"E	14.23'
L91	S76°15'43"W	16.37'
L92	N55°27'07"E	7.27'
L93	N34°32'53"W	16.38'
L94	S34°32'53"E	3.62'
L95	S55°27'07"W	11.68'

RECORDED
SHENANDOAH COUNTY, VA

MAR 29 2019

LAND RECORDS

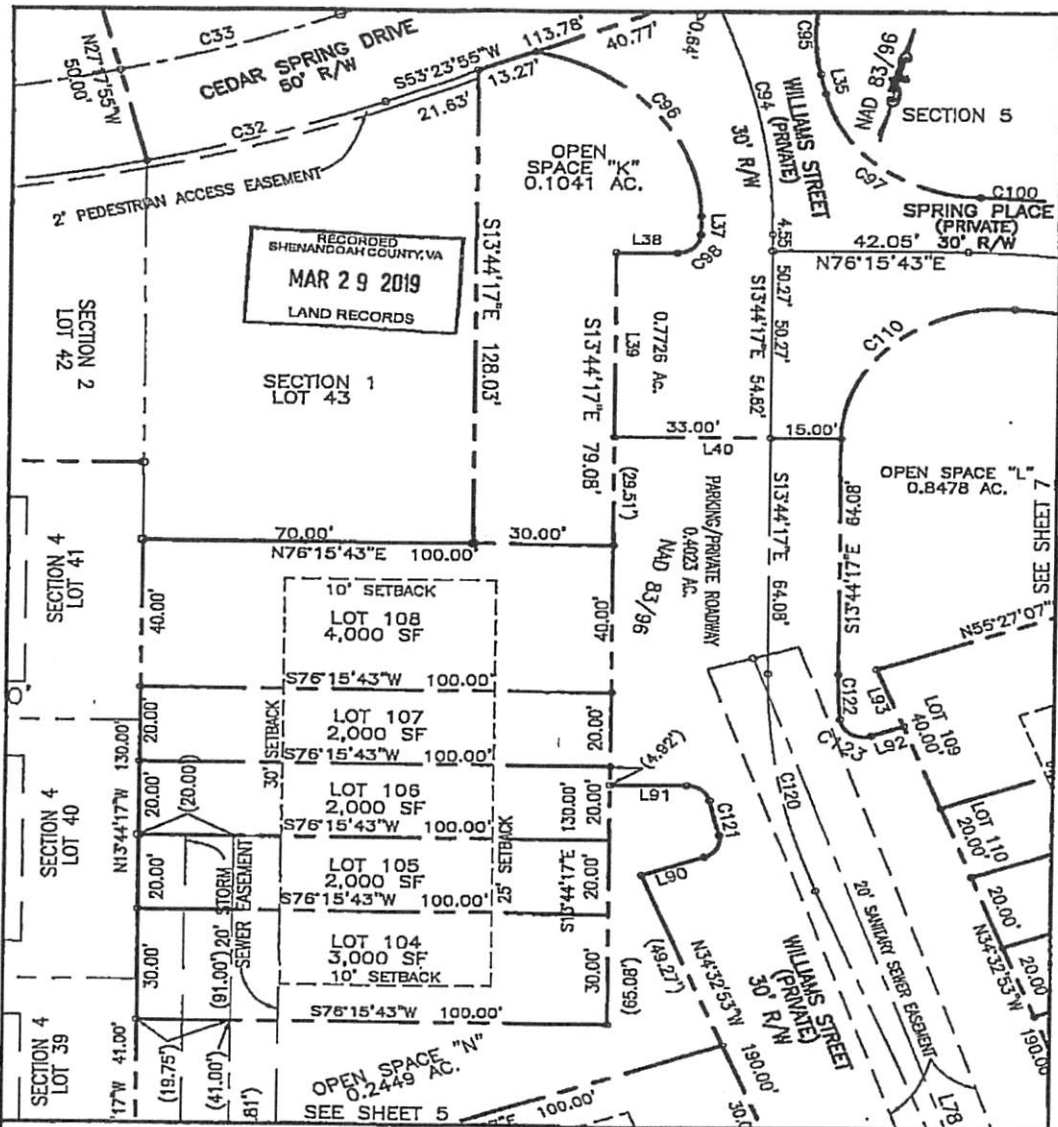
FINAL SUBDIVISION PLAT
SECTION 7
CEDAR SPRING ESTATES
TOWN OF STRASBURG, VIRGINIA
DAVIS MAGISTERIAL DISTRICT
SHENANDOAH COUNTY, VIRGINIA
DATE: APRIL 26, 2018
REVISED THROUGH JANUARY 17, 2019

1804009

SHEET 4 OF 8



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



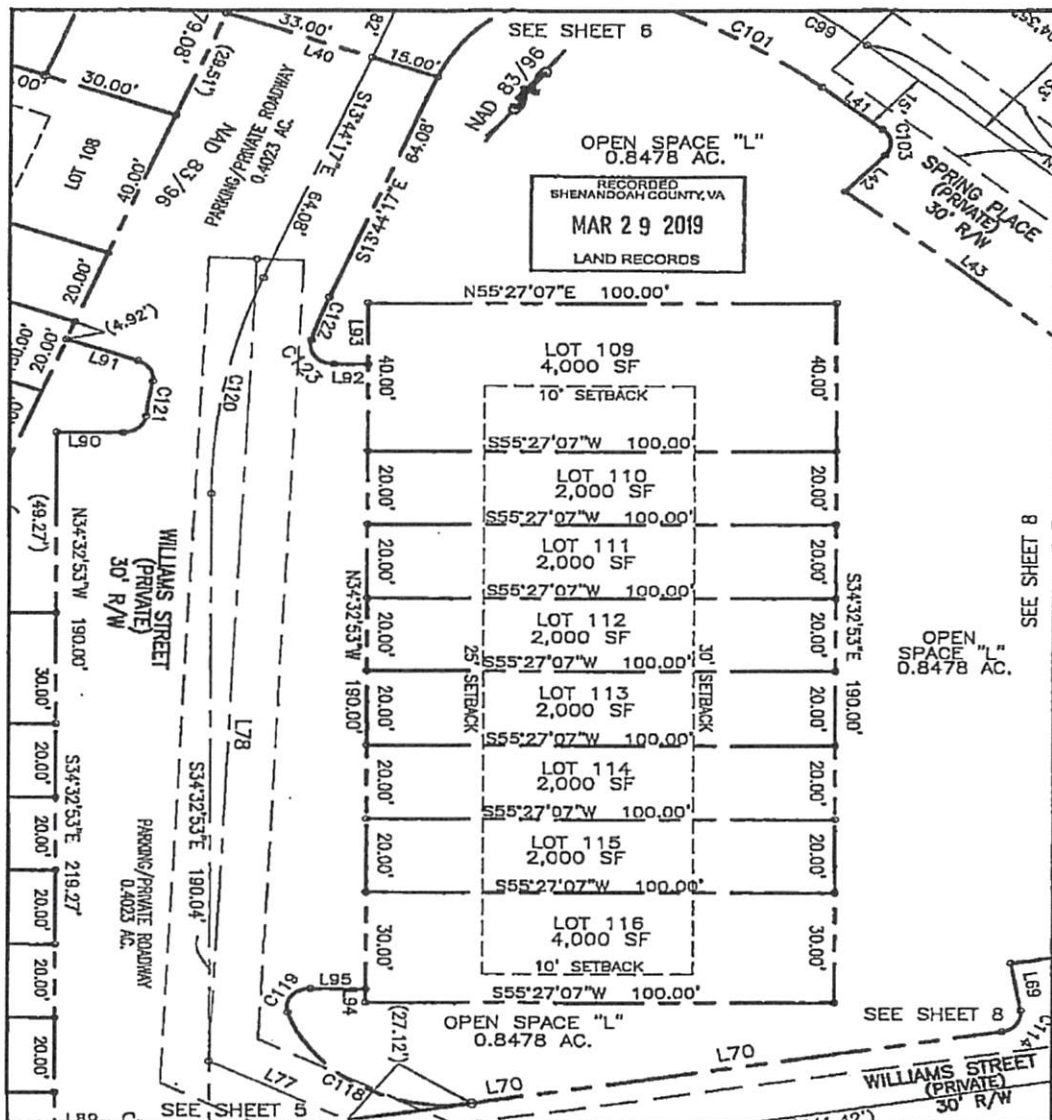
FINAL SUBDIVISION PLAT
SECTION 7
CEDAR SPRING ESTATES
TOWN OF STRASBURG, VIRGINIA
DAVIS MAGISTERIAL DISTRICT
SHENANDOAH COUNTY, VIRGINIA
SCALE: 1"=30' APRIL 26, 2018
REVISED THROUGH JANUARY 17, 2019

1804009

SHEET 6 OF 8



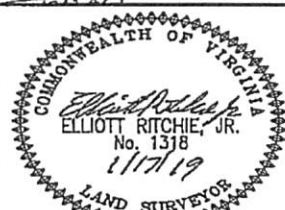
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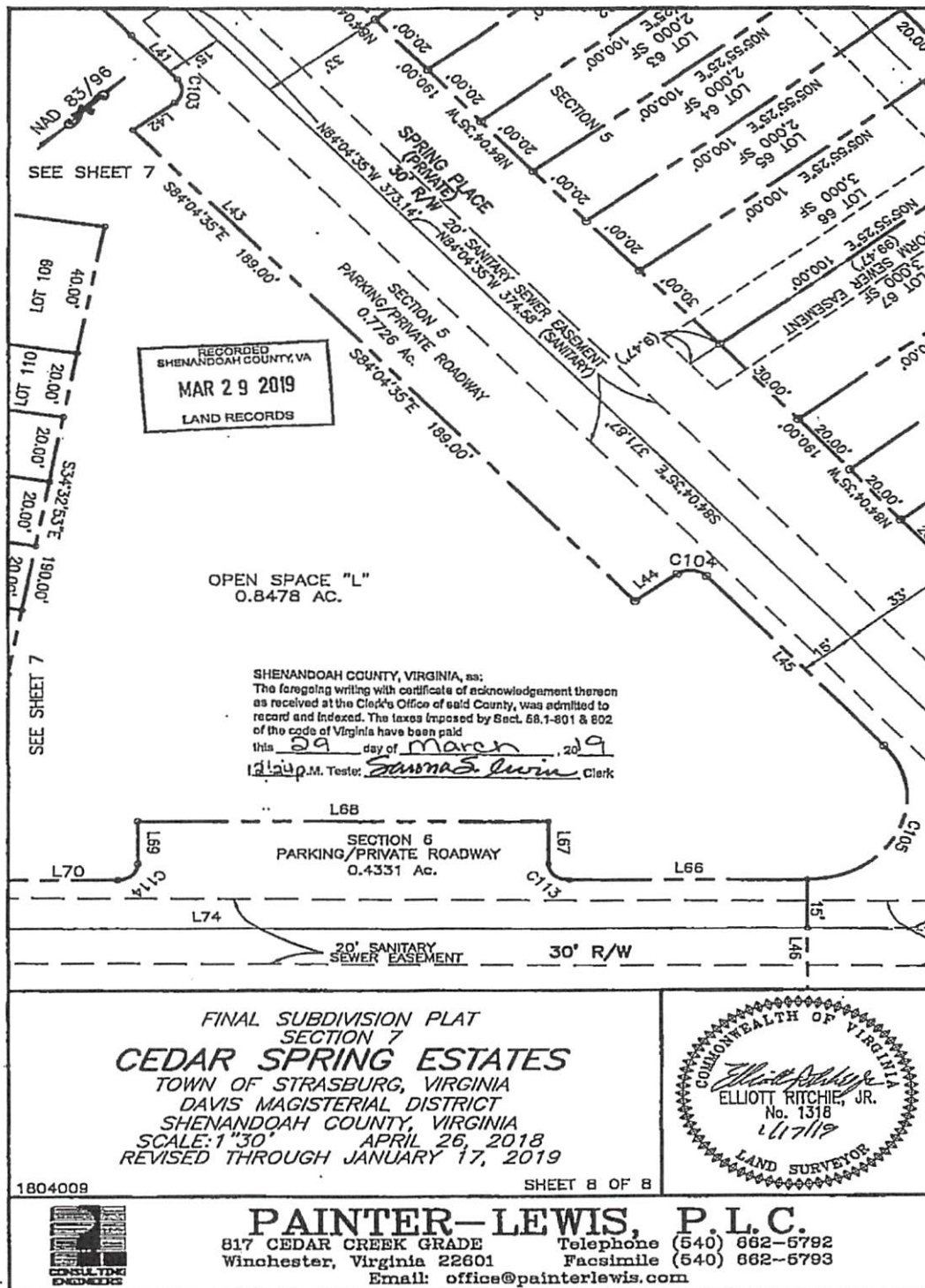
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TOWN OF STRASBURG, VIRGINIA
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SHEET 7 OF 8



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VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT

Instrument Date: 2/15/2019
Instrument Type: DV
Number of Parcels: 1 Number of Pages: 16
[] City [X] 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. [X] Grantor: STRASBURG INTERSTATE PROPERTIES, L.P., L.L.P.

2. [X] Grantor: BB&T-VA COLLATERAL SERVICE CORPORATION

1. [X] Grantee: TOWN OF STRASBURG, VIRGINIA

2. [X] Grantee: CEDAR SPRING ESTATES TOWNHOUSE LOTS PROPERTY ASSOCIATION, INC.

GRANTEE ADDRESS

Name: TOWN OF STRASBURG, VIRGINIA

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: 36.3270 ACRES, TOWN OF STRASBURG, DAVIS MAGISTERIAL
DISTRICT, SHENANDOAH COUNTY, VA

Current Property Address:

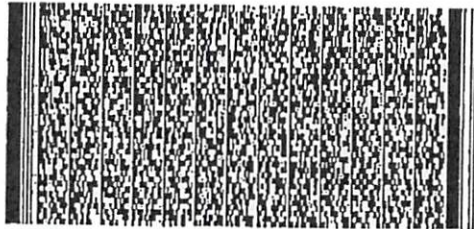
City: STRASBURG State: VA Zip Code: 22657

Instrument Prepared By: MICHAEL L. BRYAN, ESQUIRE Recording Paid By: MICHAEL L. BRYAN, ESQUIRE

Recording Returned To: MICHAEL L. BRYAN, ESQUIRE

Address: 116 SOUTH BRADDOCK STREET

City: WINCHESTER State: VA Zip Code: 22601



INSTRUMENT 190001579
RECORDED IN THE CLERK'S OFFICE OF
SHENANDOAH COUNTY CIRCUIT COURT ON
MARCH 29, 2019 AT 12:24 PM
BARONA S. IRVIN, CLERK
RECORDED BY: LIS

(Area Above Reserved For Deed Stamp Only)

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

Instrument Date: 2/15/2019

Instrument Type: DV

Number of Parcels: 1 Number of Pages: 16

[] City [X] County

SHENANDOAH



GRANTOR BUSINESS / NAME

(Area Above Reserved For Deed Stamp Only)

3 [X] Grantor: BRANCH BANKING AND TRUST COMPANY
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:
[] Grantor:

GRANTEE BUSINESS / NAME

[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:
[] Grantee:

