

**DEED OF DEDICATION AND DECLARATION OF EASEMENTS**

**THIS DEED OF DEDICATION AND DECLARATION OF EASEMENTS** is made dated as of the 10<sup>th</sup> day of June, 2014 by and between **DOONBEG, LLC, a Virginia limited liability company**, party of the first party, hereinafter called the Grantor ("Declarant/Grantor") (indexed as Grantor) and **FREDERICK COUNTY, VIRGINIA**, party of the second party, hereinafter called the Grantee (indexed as Grantee), and **FREDERICK COUNTY SANITATION AUTHORITY, a Virginia corporation organized and existing under the provisions of the Virginia Water and Waste Authority Act (§15.2-5100, et seq., Code of Virginia 1950, as amended)** party of the third part, hereinafter called the Grantee (the "Authority") (indexed as Grantee).

**RECITALS:**

**WHEREAS**, the Declarant is the owner in fee simple of the real estate as shown on the plat of survey drawn by Richard A. Edens, L.S., dated December 30, 2013 attached hereto and by this reference made a part hereof as if set out in full, and is the "ADJUSTED TAX PARCEL 63-A-52A" as established by final plat for boundary line adjustment dated August 20, 2013 of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 130011194 and being all of the land conveyed to Doonbeg, LLC by Deed dated April 21, 2011 of record in the aforesaid Clerk's Office as Instrument No. 110003824 and a portion of the land conveyed to Doonbeg, LLC by Deed dated April 29, 2013 of record in said Clerk's Office as Instrument No. 130004927; and,

**WHEREAS**, said real estate as shown on the aforesaid attached plat has been subdivided into lots for the construction of single family homes thereon and the attached plat shows aggregately the metes and bounds of the subdivided land, together with the dimensions of each lot thereon and also shows certain lands in said subdivision to be used as common open space, storm water detention easement, access and driveway easements, sanitary sewer and water easements and utility easements over and across/said lots, all of which shall constitute a portion of that development known as Doonbeg Subdivision, and which common open space/sidewalk easement, private street and ingress/egress easements shall be owned and maintained by the Doonbeg Homeowners Association Inc.; and,

**WHEREAS**, the Declarant now desires to subdivide the same into lots known as Doonbeg Subdivision. The Subdivision of said real estate as it now appears on the attached plat is with the free consent and in accordance with the desire of the undersigned Declarant, and the Declarant hereto further desires to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication and Declaration of Easements.

**NOW, THEREFORE, THIS DEED OF DEDICATION, WITNESSETH:**

That for and in consideration of the premises and benefits that will accrue by reason of this dedication, the Declarant does hereby subdivide all that certain tract or parcel of land designated as Doonbeg Subdivision, lying and being situate in Back Creek Magisterial District, Frederick County, Virginia, and being more particularly described by the aforesaid plat drawn by Richard A. Edens, dated December 30, 2013, attached hereto and by this reference incorporated herein as if set out in full, and which plat is drawn in conformity with the Final Master Development Plan for Doonbeg Subdivision on file in the office of the Frederick County Department of Planning and Development. This is a portion of the same real estate conveyed to Doonbeg, LLC, said deed being of record in the aforesaid Clerk's Office as heretofore recited.

**ARTICLE I  
PUBLIC SEWER & PUBLIC WATER EASEMENTS:**

The property dedicated hereby is subject to that certain public water and public sanitary easement as shown on the attached plat drawn by Richard A. Edens, dated December 30, 2013 as "DOT-SHADED AREA DENOTES A VARIABLE WIDTH WATER AND SANITARY SEWER EASEMENT" and accordingly:

That for and in consideration of the premises and the benefits to accrue by reason of the grant of easements, the Declarant does hereby grant, convey and dedicate to the Authority those certain water line easements and sanitary sewer easements as shown on the attached plat of Richard A. Edens, L.S., dated December 30, 2013 (sheets 15 and 16) and by this reference made a part hereof as if set out in full. Said easement being for the construction and maintenance of the water mains and sanitary sewer lines together with the right of an ingress/egress over the same for the purpose of enabling the Authority to install, lay and maintain the water line main(s) underground and the sanitary sewer main(s) as underground hereinbefore described.

The grant of the easement(s) hereby by Declarant grants and conveys unto the Authority an exclusive, permanent and perpetual water line right of way and sanitary sewer easement of variable width as shown on the attached plat of Richard A. Edens, L.S., dated December 30, 2013 together with a temporary construction easement 10' in width immediately adjacent and parallel to both sides of the permanent/perpetual easement(s). Said permanent/perpetual water line easement(s) and sanitary sewer easement(s) being more particularly shown as "DOT-SHADED AREA DENOTES A VARIABLE WIDTH WATER AND SANITARY SEWER EASEMENT" on the attached plat of Richard A. Edens, L.S., dated December 30, 2013 and incorporated here in full by this reference. Said easements being over and upon a portion of the land acquired by Doonbeg, LLC as herein before stated.

The permanent/perpetual easement herein conveyed grants to the Authority the perpetual right to construct, install, lay, maintain, repair, add to, alter, replace, extend and operate present or future underground water lines and water mains, including manholes, fire hydrants, valves, meters, building service connections and lines, and all other appurtenant facilities necessary for the transmission and distribution of water through, upon and across the Doonbeg's property as shown on the above-

referenced plat, and includes the right to go on, over and upon said permanent/perpetual easement for the purpose of installing, laying, maintaining, repairing and replacing the same as needed.

Further, the permanent/perpetual easement herein conveyed grants to the Grantee the perpetual right to construct, install, lay, maintain, repair, add to, alter, replace, extend and operate present or future underground sanitary sewer lines, including building connection lines, sanitary lateral lines, manholes and all other appurtenant facilities necessary for the collection of sanitary sewage and its transmission through, upon and across the Grantor's property as shown on the above-referenced plat, and includes the right to go on, over and upon said permanent/perpetual easement for the purpose of installing, laying, maintaining, repairing and replacing the same as needed.

The temporary construction easement grants to the Authority the right to enter upon the Doonbeg's property to the extent necessary for and during the original construction, installation and laying of said water lines, water mains and sanitary sewer mains and all other appurtenant facilities. Said temporary easement to expire and to become null and void, upon completion of construction of said water lines, water mains, sanitary sewer mains and all other appurtenant facilities and the acceptance thereof by the Authority.

The foregoing easements granted to the Authority are subject to the following rights and conditions:

1. All water lines, water mains, sanitary sewer mains and appurtenant facilities which are installed in the permanent/perpetual easement shall be and remain the property of the Authority, its successors and assigns.

2. The Authority and its agents shall have full and free use of said easements for the purposes named herein, and shall have all rights and privileges reasonably necessary to the exercise of the easements. In the event the Authority is unable reasonably to exercise the right of ingress and egress over the permanent/perpetual easement and/or the temporary construction easement, the Authority shall have the right of ingress and egress over the land of the Doonbeg adjacent to such easements in order to access the easements; provided, however, that this right to use such adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the Authority to erect any building, structure or facilities on such adjoining land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions of facilities in or near the easements being conveyed deemed by the Authority to interfere with the proper and efficient construction, operation and maintenance of said water lines, water mains, sanitary sewer mains and appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore, as nearly as possible, to their original condition all land or premises included within or adjoining said easement(s) which are disturbed in any manner by the construction, operation and maintenance of said water lines, water mains, sanitary sewer mains and appurtenant facilities. Such restoration shall include the backfilling of trenches and the re-seeding of lawns or pasture areas, but shall not include the replacement of structures, fences, trees, shrubbery and other facilities located within the area of the easements.

The Declarant shall retain the right to use its land which is subject to the easement(s) conveyed herein in any manner which shall not interfere with the use and enjoyment of said easement rights by Authority. Declarant shall all times have the right to cross over and upon said easement(s)

and to use the surface over the said easement(s) in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the water lines, water mains and sanitary sewer mains and appurtenant facilities except that no building or other permanent or temporary structure shall be erected over said permanent easement(s).

The acceptance of said water line easement(s) and sanitary sewer easement(s) by the Authority is evidenced by the signature of its agent upon the attached plat of Richard A. Edens, L.S. dated December 30, 2013 and by this reference made a part hereof as if set out in full and by the signature of its agent to this Deed of Dedication and Declaration of Easements.

**ARTICLE II  
DEDICATION OF PRIVATE STREET INGRESS/EGRESS EASEMENT AND  
SIX FEET WIDE SIDEWALK EASEMENT**

That for and in consideration of the premises and the benefits to accrue by reason of the dedication hereby, the Declarant hereby dedicates that certain 28' wide private street for ingress and egress easement as shown on the attached plat by Richard A. Edens, L.S. dated December 30, 2013 (sheets 13 & 14) together with a 6' wide ingress/egress pedestrian sidewalk easements for the benefit of the owners of the lots in the subdivision, their visitors and agents. The aforesaid ingress/egress streets and 6' wide sidewalk are not dedicated for use by the general public but are dedicated solely for the common use and enjoyment of the homeowners and who are members in good standing of the Doonbeg Homeowners Association, Inc, together with their agents and invitees.

**ARTICLE III  
DEDICATION OF OPEN SPACES A, B & C**

The Declarant hereby establishes those certain common areas, designated Open Spaces A, B & C which are for the use of the lot owners who are members of the Doonbeg Homeowners Association, Inc., and which Open Spaces appear on the plat of survey drawn by Richard A. Edens, L.S., dated December 30, 2014, (sheets 11 & 12). The aforesaid common areas are not dedicated for use by the general public but are dedicated solely for the common use and enjoyment of the homeowners and who are members in good standing of the Doonbeg Homeowners Association, Inc, together with their agents and invitees.

**ARTICLE IV  
DEDICATION OF ACCESS EASEMENT**

The Declarant hereby establishes that certain "40' x 16' access easement" for the benefit of Tax Map Parcel 63-A-47 and the "32' x 16' access easement" for the benefit of Tax Map Parcel 63-A-46A which are shown on the plat of survey drawn by Richard A. Edens, L.S. dated December 30, 2014 (sheet 14) and by this reference made a part hereof as if set out in full.

IN WITNESS whereof, the undersigned being the authorized agent for the Declarant does hereby further certify that the facts herein above stated are true as set forth and, accordingly, have hereinto set her hand and seal and dated this 17<sup>th</sup> day of June, 2014.

**DOONBEG, LLC**  
a Virginia limited liability company

By: Arlene D. Smith  
Arlene D. Smith, Manager

COMMONWEALTH OF VIRGINIA  
CITY OF WINCHESTER, to wit:

The foregoing Deed of Dedication and Declaration of Easements was acknowledged before me this 17<sup>th</sup> day of June, 2014, by Doonbeg, LLC, a Virginia limited liability company, a party to the foregoing instrument, who acknowledged herself to me, and that she executed the foregoing instrument for the purposes therein contained by signing her name on behalf of the Company. \* **By Arlene D. Smith, Manager**

My Commission Expires Feb 29, 2016  
Registration Number 296106



Donna L. Stephens  
Notary Public  
I was commissioned a Notary Public as Donna L. Meliso

WITNESS the following signature and seal:

FREDERICK COUNTY SANITATION AUTHORITY

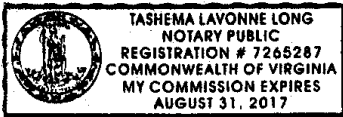
By: *Uwe E. Weindel*  
Uwe E. Weindel, Engineer-Director

COMMONWEALTH OF VIRGINIA  
CITY OF WINCHESTER, to wit:

The foregoing Deed of Dedication and Declaration of Easements was acknowledged before me this 24<sup>th</sup> day of June, 2014, by Uwe E. Weindel, Engineer-Director of Uwe E. Weindel, as Engineer-Director of the Frederick County Sanitation Authority, a Virginia Corporation, on behalf of the corporation, a party to the foregoing instrument, who acknowledged himself to me, and that he executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of the Corporation.

My Commission Expires August 31, 2017  
Registration Number 7205287

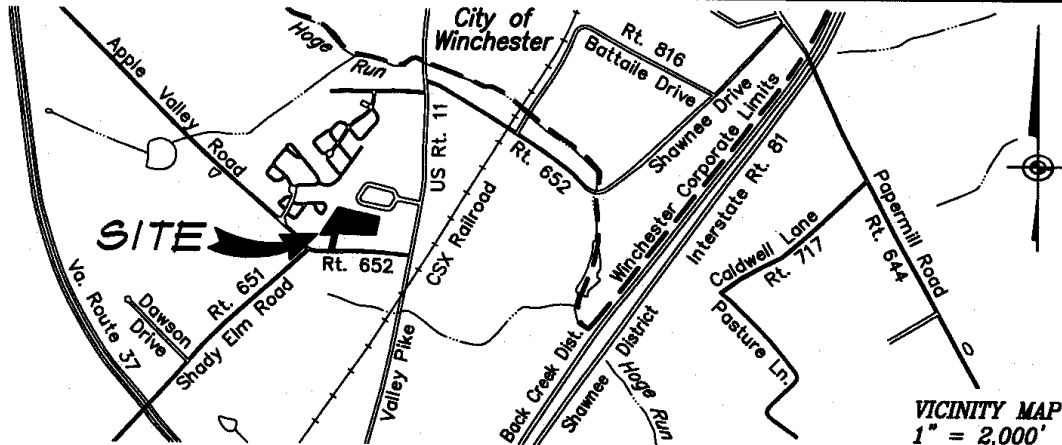
*Tashema Lavonne Long*  
Notary Public



FINAL SUBDIVISION PLAT  
**DOONBEG SUBDIVISION**

0007

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA  
 DECEMBER 30, 2013



VICINITY MAP  
 1" = 2,000'

**OWNER'S CERTIFICATE**

THE ABOVE AND FOREGOING SUBDIVISION OF THE LANDS OF DOONBEG, LLC, AS APPEARS ON THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

*Arlene D. Smith*  
 ARLENE D. SMITH, MANAGER

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF Frederick, TO WIT:

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED

BEFORE ME THIS 3rd DAY OF June, 2014.

BY ARLENE D. SMITH, MANAGER OF  
DOONBEG, LLC

MY COMMISSION EXPIRES Feb. 29, 2016.

REGISTRATION No. 296106  
 I was commissioned a Notary Public as Donna L. Meliso



*Donna L. Stephens*  
 NOTARY PUBLIC

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION IS ALL OF "ADJUSTED TAX PARCEL 63-A-52A" AS ESTABLISHED BY FINAL PLAT FOR BOUNDARY LINE ADJUSTMENT DATED AUGUST 20, 2013 OF RECORD IN THE FREDERICK COUNTY CIRCUIT COURT CLERK'S OFFICE AS INSTRUMENT No. 130011194, BEING ALL OF THE LAND CONVEYED TO DOONBEG, LLC BY DEED DATED APRIL 21, 2011 OF RECORD IN SAID CLERK'S OFFICE AS INSTRUMENT No. 110003824 AND A PORTION OF THE LAND CONVEYED TO DOONBEG, LLC BY DEED DATED APRIL 29, 2013 OF RECORD IN SAID CLERK'S OFFICE AS INSTRUMENT No. 130004927.

*Richard A. Edens*  
 RICHARD A. EDENS, L.S.

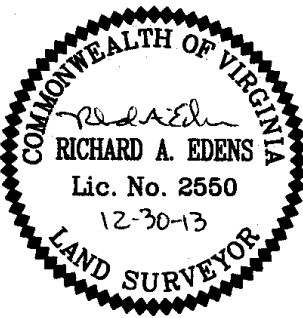
**NOTE:**

PARENT TAX PARCEL IDENTIFICATION			
T.M. 63-A-52A	4.7772 ACRES	ZONE: RP	USE: VACANT

**APPROVALS:**

*[Signature]*  
 FREDERICK COUNTY SANITATION AUTHORITY  
 DATE: 5-27-2014

*[Signature]*  
 FREDERICK COUNTY SUBDIVISION ADMINISTRATOR  
 DATE: 5 AUG 14



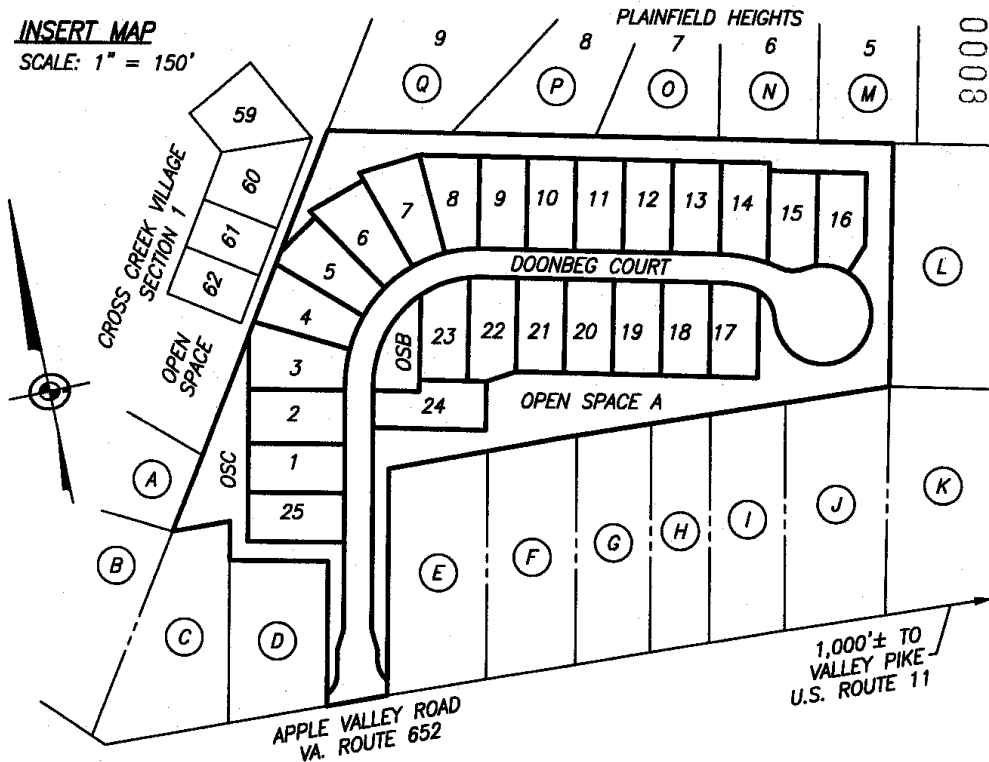
**GREENWAY ENGINEERING, INC.**

151 Windy Hill Lane  
 Winchester, Virginia 22602  
 Telephone: (540) 662-4185  
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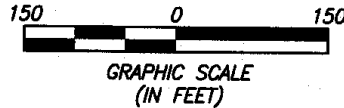
**INSERT MAP**

SCALE: 1" = 150'



**SHEET INDEX**

- SHEET 1 = COVER SHEET
- SHEET 2 = INSERT MAP/SHEET INDEX
- SHEET 3 = ADJOINER KEY/LEGEND
- SHEET 4 = CURVE DATA/NOTES
- SHEET 5 = LINE DATA
- SHEET 6 = LOTS 1-3 & 25
- SHEET 7 = LOTS 4-7
- SHEET 8 = LOTS 8-12
- SHEET 9 = LOTS 13-16
- SHEET 10 = LOTS 17-21
- SHEET 11 = LOTS 22-24 & OPEN SPACE B
- SHEET 12 = OPEN SPACE A & OPEN SPACE C
- SHEET 13 = DOONBEG COURT
- SHEET 14 = DOONBEG COURT DETAIL
- SHEET 15 = WATER & SEWER EASEMENT DETAIL
- SHEET 16 = WATER & SEWER EASEMENT DETAIL



**SUBDIVISION DETAILS**

ZONE: RP  
 PROPOSED LOT TYPE: SINGLE-FAMILY SMALL LOT  
 MINIMUM ALLOWED LOT SIZE: 3,750 SQ. FEET  
 NUMBER OF PROPOSED LOTS: 25  
 AREA IN LOTS: 114,386 SQ. FEET  
 SMALLEST PROPOSED LOT SIZE: 4,278 SQ. FEET  
 AVERAGE PROPOSED LOT SIZE: 4,575 SQ. FEET  
 TOTAL AREA SUBDIVIDED = 208,093 SQ. FEET  
 REQUIRED 30% OPEN SPACE = 62,428 SQ. FEET  
 PROPOSED OPEN SPACE = 62,661 SQ. FEET

**AREA SUMMARY**

AREA IN LOTS 1-25 = 114,386 SQ. FEET  
 AREA IN DOONBEG COURT = 31,046 SQ. FEET  
 AREA IN OPEN SPACE = + 62,661 SQ. FEET  
 TOTAL AREA SUBDIVIDED = 208,093 SQ. FEET  
 OR 4.7772 ACRES

ALLOWED DENSITY: 10 UNITS PER ACRE  
 PROPOSED DENSITY: 5.23 UNITS PER ACRE  
 REQUIRED SETBACKS: 25' FRONT  
 15' REAR  
 5' SIDE

**FINAL SUBDIVISION PLAT**

**DOONBEG SUBDIVISION**

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: AS SHOWN

DATE: DECEMBER 30, 2013

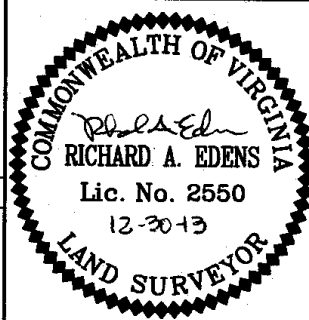
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 www.greenwayeng.com

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3385W SHEET 2 OF 16  
 SUB 13-08



6000

**KEY TO ADJOINING PROPERTY OWNERS**

(A) T.M. 63-A-44  
N/F D. EMORY WILSON, ET UX  
DB 309 PG 640  
ZONE: RP USE: RESIDENTIAL

(B) T.M. 63-A-45  
BARBARA A. BLEDSOE, TRUSTEE  
UNDER THE REVOCABLE TRUST  
AGREEMENT OF BARBARA A. BLEDSOE  
INST. No. 040015767  
ZONE: RP USE: RESIDENTIAL

(C) T.M. 63-A-46  
JO-ANN L. LARRICK, TRUSTEE  
OF THE JO-ANN LOGAN LARRICK TRUST  
INST. No. 010017729  
SEE PLAT DB 292 PG 407  
ZONE: RP USE: RESIDENTIAL

(D) T.M. 63-A-47  
DOONBEG, LLC  
INST. No. 130004927  
SEE PLAT INST. No. 130011194  
ZONE: RP USE: RESIDENTIAL

(E) T.M. 63-A-46A  
CHARLES H. HARLESS, ET UX  
DB 618 PG 425  
SEE PLAT DB 292 PG 392  
ZONE: RP USE: RESIDENTIAL

(F) T.M. 63-A-48  
DOONBEG, LLC  
INST. No. 120013962  
SEE PLATS INST. No. 010002422  
& INST. No. 010013660  
ZONE: RP USE: RESIDENTIAL

(G) T.M. 63-A-49  
MARY ELIZABETH LICHLITER, ET AL  
INST. No. 020013500  
ZONE: RP USE: RESIDENTIAL

(H) T.M. 63-A-50  
ROY F. DONALD, ET UX  
INST. No. 020002750  
ZONE: RP USE: RESIDENTIAL

(I) T.M. 63-A-51  
GEORGIA MAE RUSSELL  
DB 633 PG 640  
ZONE: RP USE: RESIDENTIAL

(J) T.M. 63-A-52  
KAREN A. RAWLS  
DB 804 PG 1033  
SEE PLAT DB 539 PG 521  
ZONE: RP USE: RESIDENTIAL

(K) T.M. 63-A-53  
RAY ROBINSON, III  
DB 948 PG 1132  
SEE PLAT DB 959 PG 495  
ZONE: RP USE: RESIDENTIAL

(L)

T.M. 63-A-53A  
RICHARD H. GRIM  
INST. No. 090010274  
SEE PLAT DB 959 PG 495  
ZONE: RP USE: RESIDENTIAL

(M)

T.M. 63B-1-5  
STEPHEN W. HAMMAN, ET AL  
INST. No. 130000630  
ZONE: RP USE: RESIDENTIAL

(N)

T.M. 63B-1-6  
DONALD LEE JONES, ET UX  
DB 406 PG 14  
ZONE: RP USE: RESIDENTIAL

(O)

T.M. 63B-1-7  
NATALIE JACKMAN  
INST. No. 120010152  
ZONE: RP USE: RESIDENTIAL

(P)

T.M. 63B-1-8  
RUTH GRUM STOTLER  
INVESTMENTS, L.C.  
DB 963 PG 505 (PARCEL THIRTEEN)  
ZONE: RP USE: RESIDENTIAL

(Q)

T.M. 63B-1-9  
WILLIAM L. MCDONNELL, ET UX  
DB 460 PG 79  
ZONE: RP USE: RESIDENTIAL

**LEGEND**

BRL = BUILDING RESTRICTION LINE  
PER ZONING ORDINANCE

○ = 1/2" IRON REBAR & CAP SET  
(UNLESS OTHERWISE NOTED)

○ DHF = DRILL HOLE FOUND IN CONCRETE

○ IPF = 1" IRON PIPE FOUND

○ IRF = 1/2" IRON REBAR FOUND

⊙ MH = SANITARY SEWER MANHOLE

○ PKF = P-K NAIL FOUND IN ASPHALT

○ PPF = 1" IRON PINCHED PIPE FOUND

SF = SQUARE FEET

—○—○— = OVERHEAD UTILITY WIRES/POLES

—\*—\*— = FENCE LINE

**FINAL SUBDIVISION PLAT**

**DOONBEG SUBDIVISION**

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: N/A DATE: DECEMBER 30, 2013

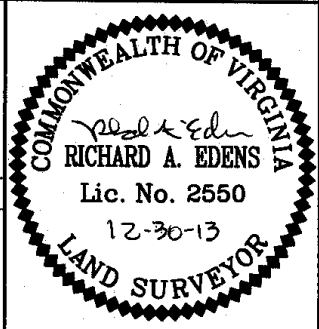
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3385W SHEET 3 OF 16  
SUB 13-08

**CURVE DATA**

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	90°54'25"	120.00'	190.40'	121.91'	N 57°46'09" E	171.04'
C2	40°29'16"	150.00'	106.00'	55.32'	S 56°32'01" E	103.81'
C3	50°58'38"	27.00'	24.02'	12.87'	N 37°48'15" E	23.24'
C4	90°54'25"	134.00'	212.61'	136.14'	N 57°46'09" E	191.00'
C5	22°09'30"	164.00'	63.42'	32.11'	S 65°41'54" E	63.03'
C6	44°52'56"	32.00'	25.07'	13.22'	S 77°03'36" E	24.43'
C7	287°50'18"	48.00'	241.14'	-	S 44°25'05" W	56.54'
C8	71°08'16"	32.00'	39.73'	22.88'	N 27°13'55" W	37.23'
C9	13°58'36"	136.00'	33.18'	16.67'	N 69°47'21" W	33.09'
C10	90°54'25"	106.00'	168.18'	107.69'	S 57°46'09" W	151.09'
C11	50°58'46"	27.00'	24.02'	12.87'	S 13°10'27" E	23.24'
C12	15°00'00"	134.00'	35.08'	17.64'	S 19°48'56" W	34.98'
C13	15°00'00"	134.00'	35.08'	17.64'	S 34°48'56" W	34.98'
C14	15°00'00"	134.00'	35.08'	17.64'	S 49°48'56" W	34.98'
C15	15°00'00"	134.00'	35.08'	17.64'	S 64°48'56" W	34.98'
C16	15°00'00"	134.00'	35.08'	17.64'	S 79°48'56" W	34.98'
C17	14°22'52"	134.00'	33.63'	16.91'	N 85°29'38" W	33.55'
C18	1°31'33"	134.00'	3.57'	1.78'	N 77°32'25" W	3.57'
C19	0°32'46"	164.00'	1.56'	0.78'	N 76°30'16" W	1.56'
C20	17°02'40"	164.00'	48.79'	24.58'	N 67°42'33" W	48.61'
C21	4°34'04"	164.00'	13.07'	6.54'	N 56°54'11" W	13.07'
C22	44°52'56"	32.00'	25.07'	13.22'	N 77°03'36" W	24.43'
C23	14°01'06"	48.00'	11.74'	5.90'	S 87°30'28" W	11.71'
C24	39°27'58"	48.00'	33.06'	17.22'	N 65°45'00" W	32.41'
C25	16°14'44"	32.00'	9.07'	4.57'	S 54°40'41" E	9.04'
C26	13°58'36"	136.00'	33.18'	16.67'	S 69°47'21" E	33.09'
C27	6°26'54"	106.00'	11.93'	5.97'	S 80°00'06" E	11.92'
C28	27°57'49"	106.00'	51.73'	26.39'	N 82°47'32" E	51.22'
C29	56°29'42"	106.00'	104.52'	56.95'	N 40°33'47" E	100.34'
C30	50°58'38"	27.00'	24.02'	12.87'	S 37°48'15" W	23.24'
C31	50°58'46"	27.00'	24.02'	12.87'	N 13°10'27" W	23.24'
C32	54°53'32"	32.00'	30.66'	16.62'	S 19°06'33" E	29.50'
C33	234°21'14"	48.00'	196.33'	-	N 71°09'36" E	85.40'

**NOTES**

1. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT IS BASED ON A CURRENT FIELD SURVEY BY THIS FIRM.
2. NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST WHICH ARE NOT SHOWN.
3. THE PROPERTY SHOWN HEREON LIES ENTIRELY WITHIN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER N.F.I.P. FLOOD INSURANCE RATE MAP No. 51069C0214D, DATED SEPTEMBER 2, 2009.
4. THE PROPOSED PRIVATE STREET SHOWN HEREON IS NOT BUILT ACCORDING TO STREET SPECIFICATIONS OF AND WILL NOT BE MAINTAINED BY, THE VIRGINIA DEPARTMENT OF TRANSPORTATION OR FREDERICK COUNTY. THE IMPROVEMENT AND MAINTENANCE OF SAID STREET SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF LOTS WHICH ARE PROVIDED WITH ACCESS VIA THE STREET. SAID STREET WILL NOT BE CONSIDERED FOR INCLUSION INTO THE STATE SECONDARY SYSTEM UNTIL IT MEETS THE APPLICABLE CONSTRUCTION STANDARDS OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION. THE COST OF BRINGING SAID STREET TO ACCEPTABLE STANDARDS SHALL NOT BE BORNE BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION, NOR BY FREDERICK COUNTY.

**FINAL SUBDIVISION PLAT**

**DOONBEG SUBDIVISION**

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: N/A

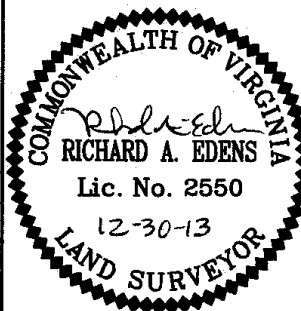
DATE: DECEMBER 30, 2013

**GREENWAY ENGINEERING, INC.**

151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com

Engineers  
Surveyors

Founded in 1971



3385W SHEET 4 OF 16  
SUB 13-08

**LINE DATA**

LINE	BEARING	DISTANCE
L1	N 33°33'01" E	13.26'
L2	N 33°33'01" E	61.11'
L3	N 33°33'01" E	12.89'
L4	N 57°18'56" E	48.96'
L5	S 43°58'59" W	31.65'
L6	S 76°46'39" E	46.00'
L7	N 12°18'56" E	132.52'
L8	N 77°41'08" W	98.38'
L9	N 12°18'56" E	38.45'
L10	N 88°01'04" W	58.05'
L11	N 33°33'01" E	207.80'
L12	S 12°18'56" W	202.64'
L13	S 77°41'04" E	96.22'
L14	S 12°18'56" W	86.45'
L15	S 29°00'53" W	20.88'
L16	S 12°18'56" W	24.16'
L17	N 12°18'56" E	9.48'
L18	N 04°23'01" W	20.88'
L19	N 12°18'56" E	199.66'
L20	S 76°46'39" E	112.33'
L21	N 13°13'21" E	48.00'
L22	N 84°07'37" E	30.79'
L23	S 76°46'39" E	240.00'
L24	N 13°13'21" E	83.57'
L25	N 43°58'59" E	31.65'
L26	N 13°13'21" E	71.05'
L27	N 76°46'39" W	96.00'
L28	N 13°13'21" E	7.77'
L29	N 76°46'39" W	348.55'
L30	S 85°26'37" W	62.18'
L31	S 17°41'04" E	8.18'
L32	S 72°18'56" W	62.14'
L33	S 32°41'04" E	8.18'
L34	S 57°18'56" W	48.96'
L35	N 33°33'01" E	129.05'
L36	N 88°01'04" W	170.49'
L37	N 12°18'56" E	311.83'
L38	S 76°46'39" E	234.87'
L39	S 36°17'23" E	9.78'
L40	N 12°18'56" E	11.10'
L41	N 12°18'56" E	24.16'
L42	N 29°00'53" E	20.88'
L43	N 12°18'56" E	241.06'
L44	S 76°46'39" E	234.87'
L45	N 76°46'39" W	234.87'
L46	S 12°18'56" W	241.06'
L47	S 04°23'01" E	20.88'

**LINE DATA (CONTINUED)**

LINE	BEARING	DISTANCE
L48	S 12°18'56" W	9.48'
L49	S 12°18'56" W	14.85'
L50	N 88°01'04" W	30.50'
L51	N 88°01'04" W	30.49'

**EASEMENT LINE DATA**

LINE	BEARING	DISTANCE
E1	N 12°18'56" E	73.15'
E2	S 65°39'05" W	18.70'
E3	N 12°18'56" E	24.93'
E4	N 65°39'05" E	18.70'
E5	N 12°18'56" E	60.42'
E6	N 77°41'04" W	10.68'
E7	N 12°18'56" E	10.00'
E8	S 77°41'04" E	10.68'
E9	N 12°18'56" E	185.69'
E10	N 47°10'47" E	67.13'
E11	N 66°54'05" E	70.63'
E12	S 76°46'39" E	277.49'
E13	S 68°41'04" E	128.04'
E14	N 43°58'59" E	26.14'
E15	S 13°08'56" W	81.78'
E16	N 29°11'13" W	42.20'
E17	N 68°41'04" W	115.05'
E18	N 76°46'39" W	265.53'
E19	S 66°54'05" W	55.57'
E20	S 47°10'47" W	52.50'
E21	S 12°18'56" W	92.53'
E22	S 77°41'04" E	13.89'
E23	S 12°18'56" W	20.00'
E24	N 77°41'04" W	13.89'
E25	S 12°18'56" W	88.58'
E26	S 55°24'45" E	16.21'
E27	S 12°18'56" W	21.61'
E28	N 55°24'45" W	16.21'
E29	S 12°18'56" W	116.58'
E30	N 88°01'04" W	30.49'
E31	S 77°41'04" E	16.00'
E32	S 12°18'56" W	40.00'
E33	N 77°41'04" W	16.00'
E34	N 12°18'56" E	40.00'
E35	N 12°18'56" E	32.00'
E36	S 77°41'04" E	16.00'
E37	S 12°18'56" W	32.00'
E38	N 77°41'04" W	16.00'

**FINAL SUBDIVISION PLAT**

**DOONBEG SUBDIVISION**

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: N/A

DATE: DECEMBER 30, 2013

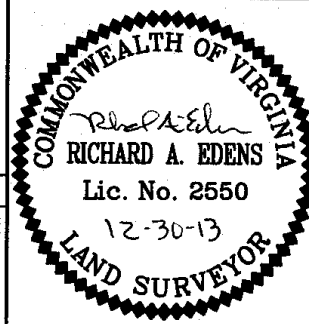
**GREENWAY ENGINEERING, INC.**



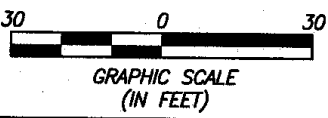
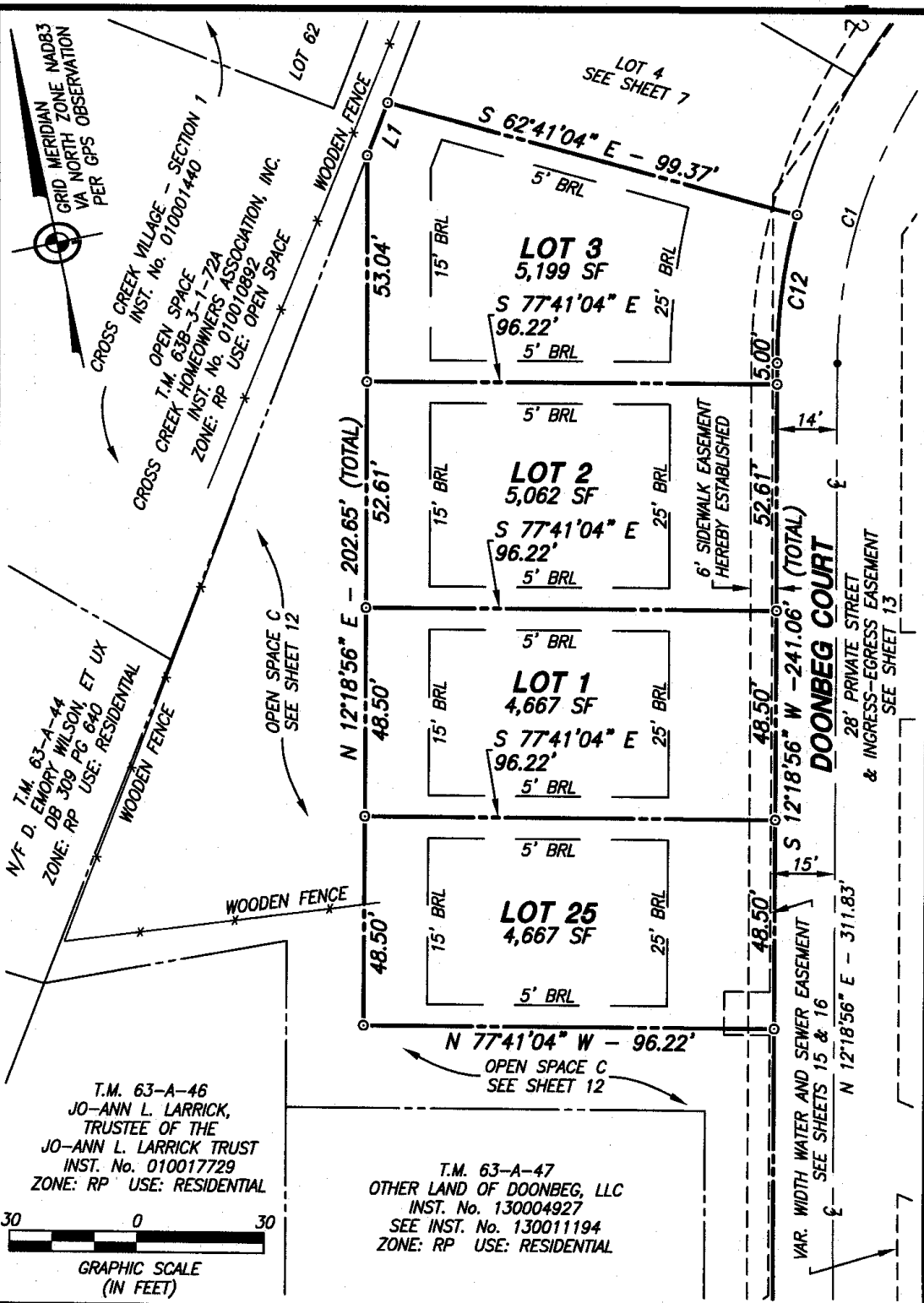
Engineers  
Surveyors

151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com

Founded in 1971



3385W SHEET 5 OF 16  
SUB 13-08



FINAL SUBDIVISION PLAT

**DOONBEG SUBDIVISION**

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 30'

DATE: DECEMBER 30, 2013

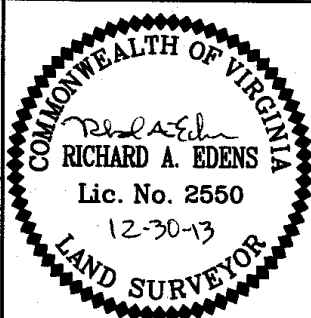
**GREENWAY ENGINEERING, INC.**



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Surveyors

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3385W SHEET 6 OF 16  
SUB 13-08



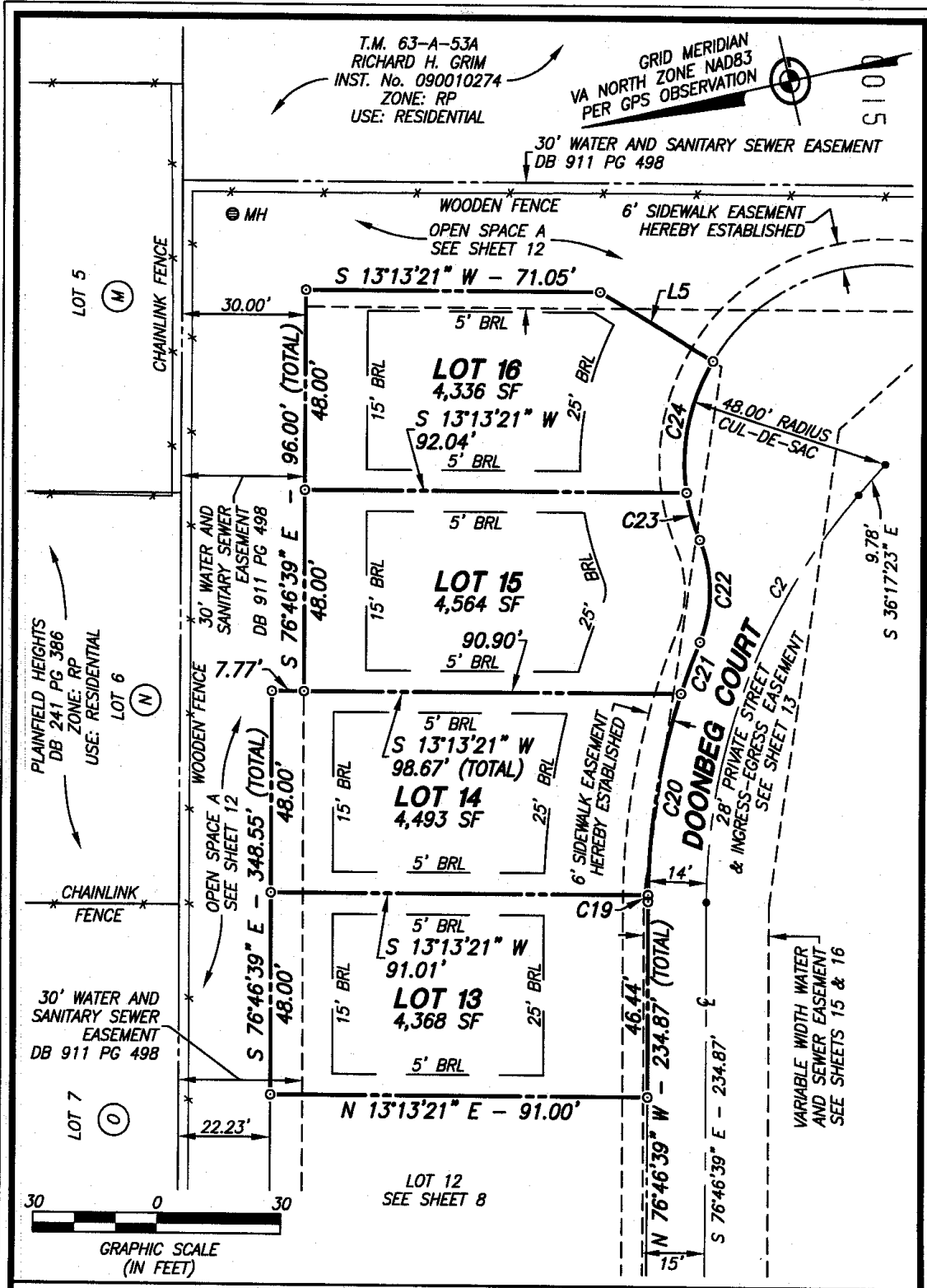


T.M. 63-A-53A  
 RICHARD H. GRIM  
 INST. No. 090010274  
 ZONE: RP  
 USE: RESIDENTIAL

GRID MERIDIAN  
 VA NORTH ZONE NAD83  
 PER GPS OBSERVATION

51015

30' WATER AND SANITARY SEWER EASEMENT  
 DB 911 PG 498



FINAL SUBDIVISION PLAT

# DOONBEG SUBDIVISION

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 30'

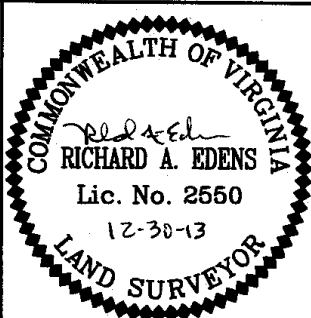
DATE: DECEMBER 30, 2013

**GREENWAY ENGINEERING, INC.**

Engineers  
 Surveyors

151 Windy Hill Lane  
 Winchester, Virginia 22602  
 Telephone: (540) 662-4185  
 FAX: (540) 722-9528  
 www.greenwayeng.com

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3385W SHEET 9 OF 16  
 SUB 13-08

GRID MERIDIAN  
VA NORTH ZONE NAD83  
PER GPS OBSERVATION

LOT 22  
SEE SHEET 11

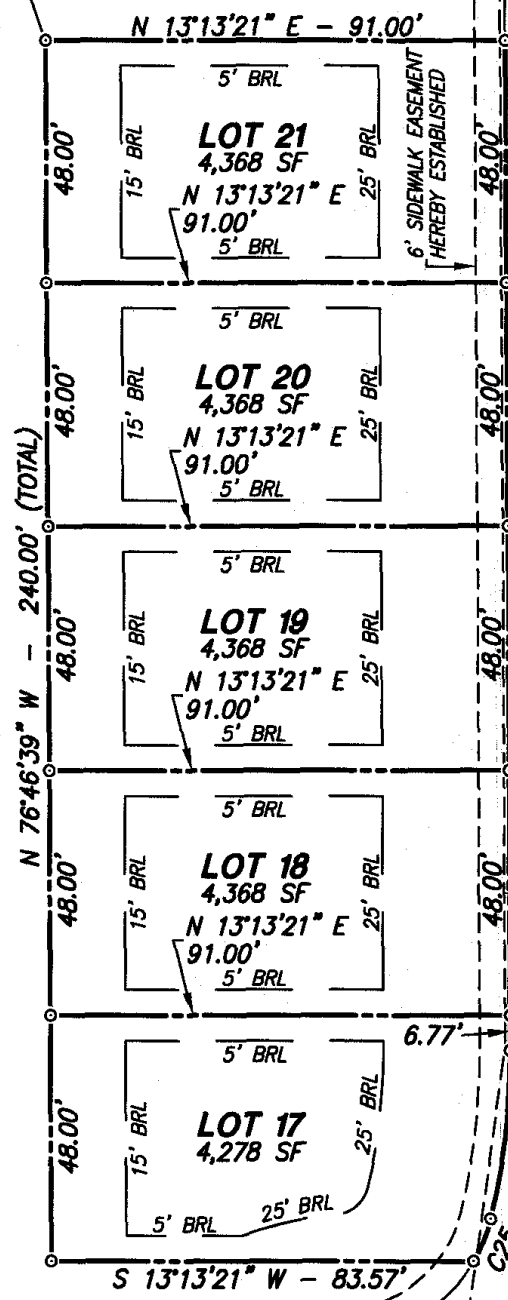
T.M. 63-A-48  
DOONBEG, LLC  
INST. No. 120013962  
ZONE: RP USE: RESID.

T.M. 63-A-49  
MARY ELIZABETH LICHLITER, ET AL  
INST. No. 020013500  
ZONE: RP  
USE: RESIDENTIAL

T.M. 63-A-50  
ROY F. DONALD, ET UX  
INST. No. 020002750  
ZONE: RP  
USE: RESIDENTIAL

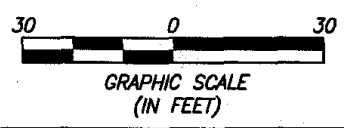
T.M. 63-A-51  
GEORGIA MAE RUSSELL  
DB 633 PG 640  
ZONE: RP  
USE: RESIDENTIAL

OPEN SPACE A  
SEE SHEET 12



DOONBEG COURT  
28' PRIVATE STREET  
& INGRESS-EGRESS EASEMENT  
SEE SHEET 13

VARIABLE WIDTH WATER  
AND SEWER EASEMENT  
SEE SHEETS 15 & 16



OPEN SPACE A  
SEE SHEET 12

FINAL SUBDIVISION PLAT

# DOONBEG SUBDIVISION

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 30'

DATE: DECEMBER 30, 2013

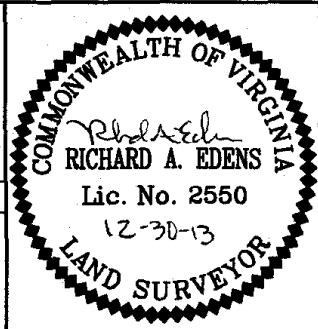
**GREENWAY ENGINEERING, INC.**



Engineers  
Surveyors

151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com

Founded in 1971

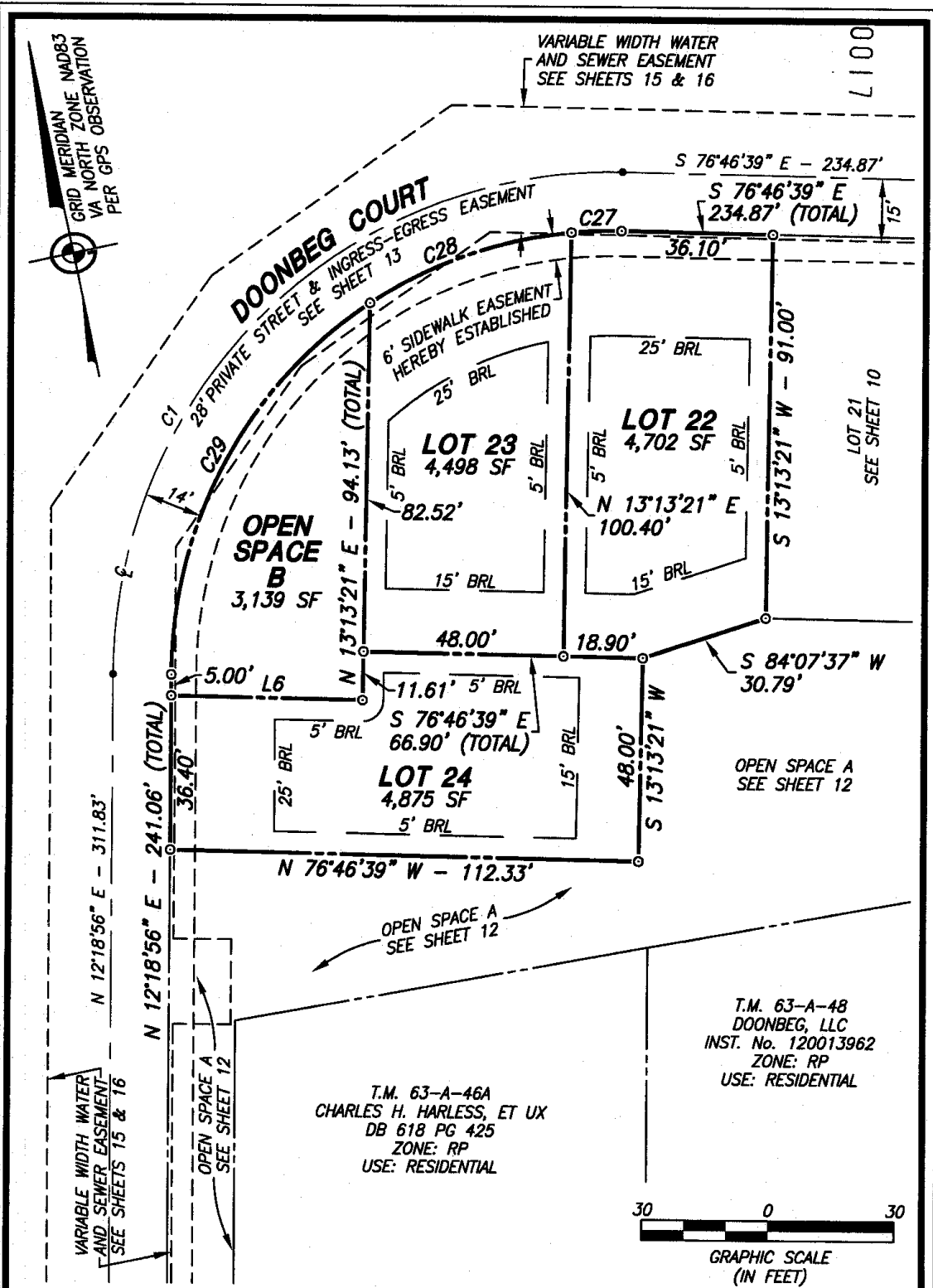
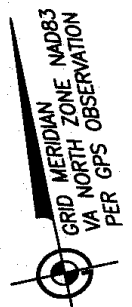


3385W SHEET 10 OF 16  
SUB 13-08



1100

VARIABLE WIDTH WATER AND SEWER EASEMENT SEE SHEETS 15 & 16



N 12°18'56" E - 311.83'

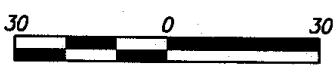
N 12°18'56" E - 241.06' (TOTAL)

LOT 24  
4,875 SF  
5' BRL  
N 76°46'39" W - 112.33'

OPEN SPACE A  
SEE SHEET 12

T.M. 63-A-48  
DOONBEG, LLC  
INST. No. 120013962  
ZONE: RP  
USE: RESIDENTIAL

T.M. 63-A-46A  
CHARLES H. HARLESS, ET UX  
DB 618 PG 425  
ZONE: RP  
USE: RESIDENTIAL



GRAPHIC SCALE (IN FEET)

FINAL SUBDIVISION PLAT

# DOONBEG SUBDIVISION

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 30'

DATE: DECEMBER 30, 2013

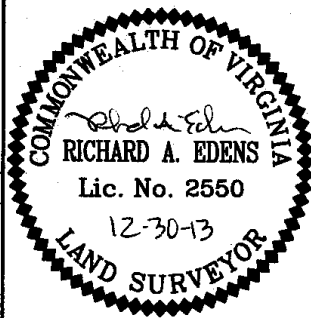


Engineers  
Surveyors

## GREENWAY ENGINEERING, INC.

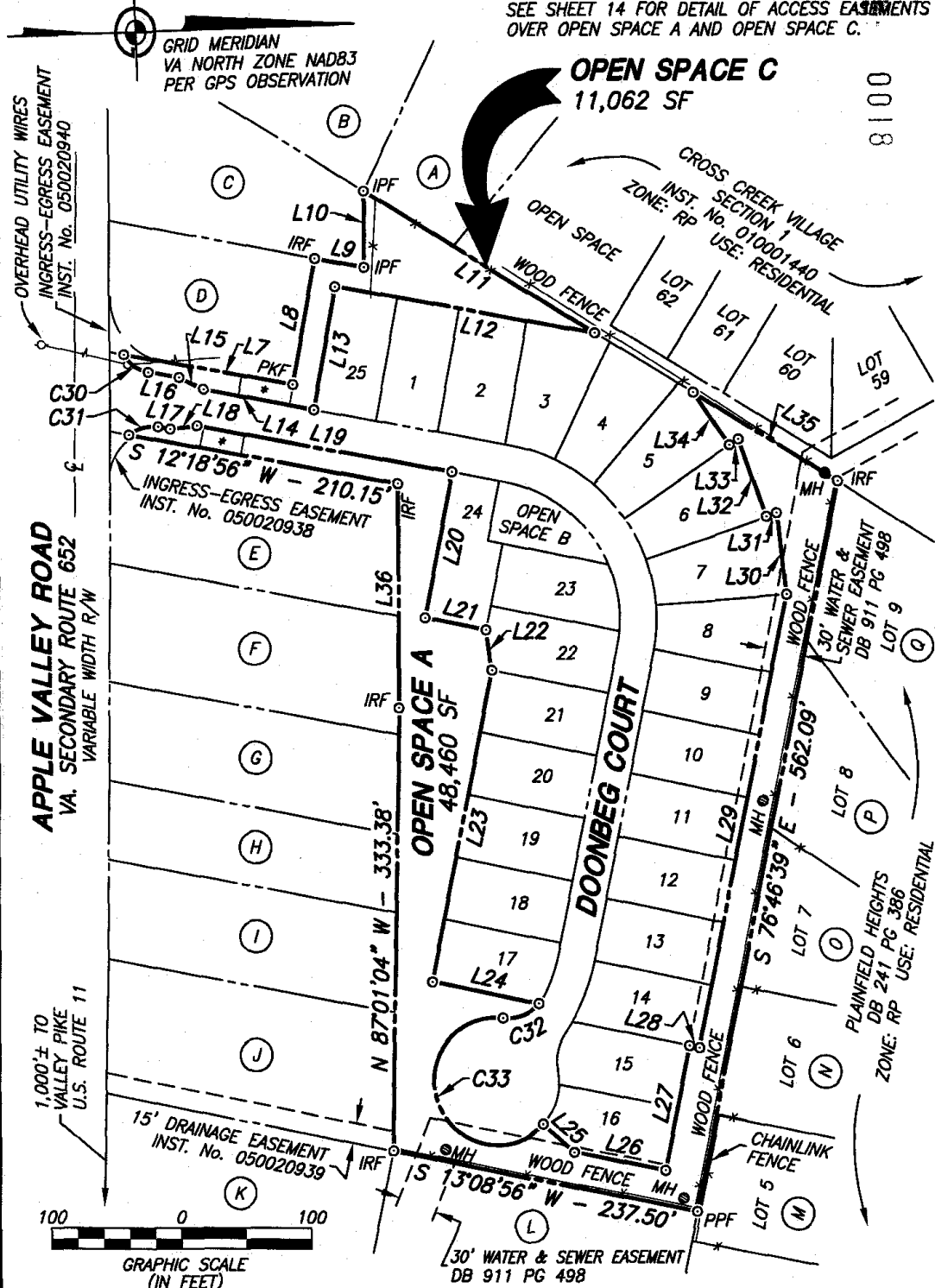
151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com

Founded in 1971



3385W SHEET 11 OF 16  
SUB 13-08

\* NOTE:  
SEE SHEET 14 FOR DETAIL OF ACCESS EASEMENTS  
OVER OPEN SPACE A AND OPEN SPACE C.



FINAL SUBDIVISION PLAT

# DOONBEG SUBDIVISION

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 100'

DATE: DECEMBER 30, 2013

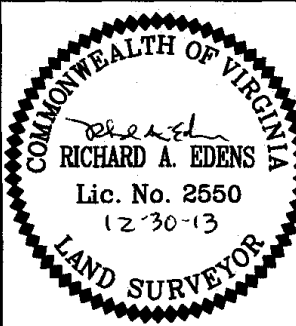
**GREENWAY ENGINEERING, INC.**



Engineers  
Surveyors

151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com

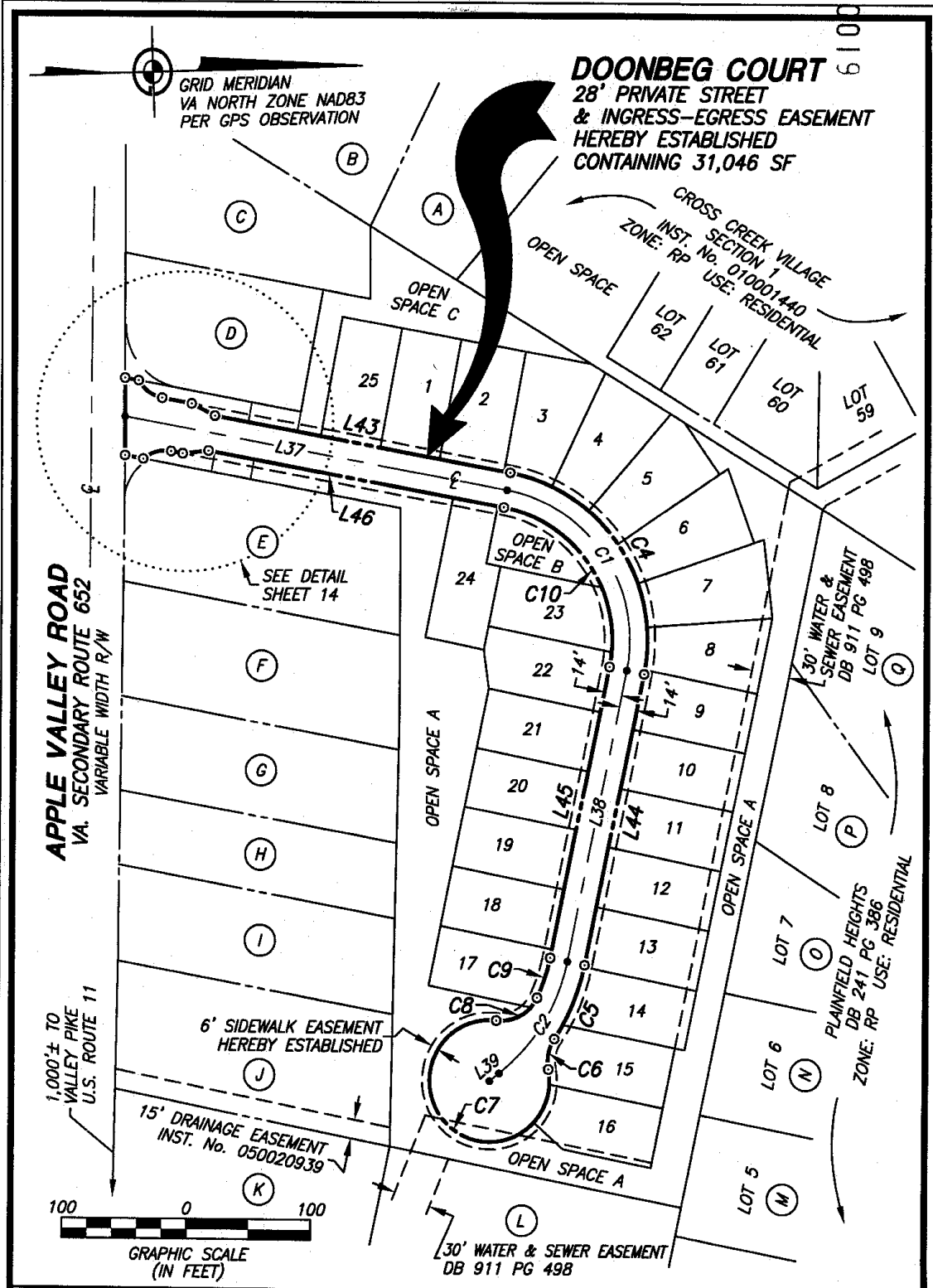
Founded in 1971

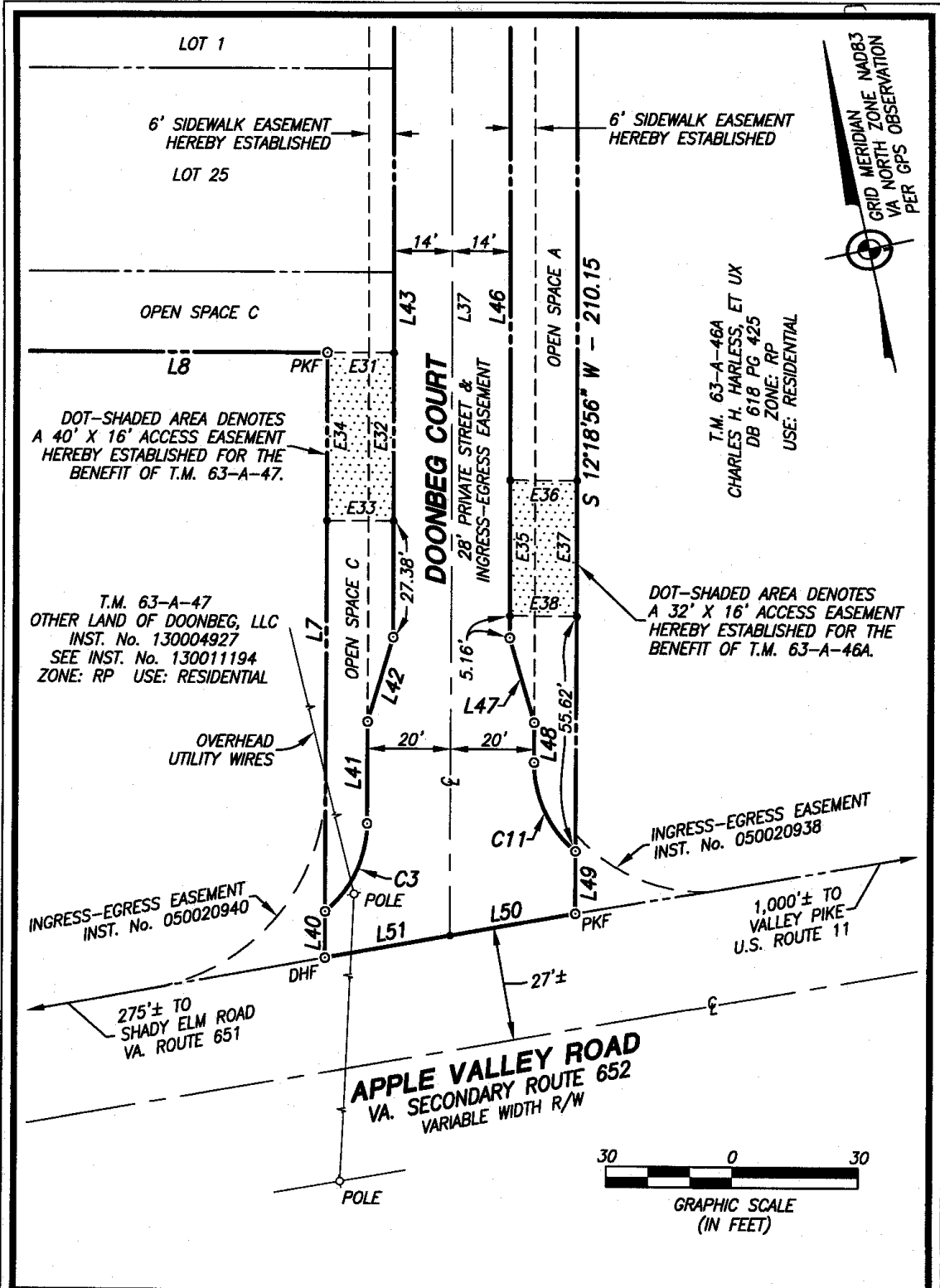


3385W SHEET 12 OF 16  
SUB 13-08

**DOONBEG COURT**  
 28' PRIVATE STREET  
 & INGRESS-EGRESS EASEMENT  
 HEREBY ESTABLISHED  
 CONTAINING 31,046 SF

GRID MERIDIAN  
 VA NORTH ZONE NAD83  
 PER GPS OBSERVATION





DOT-SHADED AREA DENOTES A 40' X 16' ACCESS EASEMENT HEREBY ESTABLISHED FOR THE BENEFIT OF T.M. 63-A-47.

T.M. 63-A-47  
OTHER LAND OF DOONBEG, LLC  
INST. No. 130004927  
SEE INST. No. 130011194  
ZONE: RP USE: RESIDENTIAL

T.M. 63-A-46A  
CHARLES H. HARLESS, ET UX  
DB 618 PG 425  
ZONE: RP  
USE: RESIDENTIAL

DOT-SHADED AREA DENOTES A 32' X 16' ACCESS EASEMENT HEREBY ESTABLISHED FOR THE BENEFIT OF T.M. 63-A-46A.

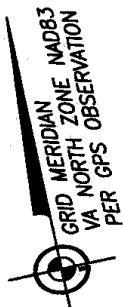
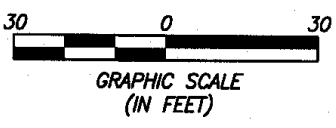
INGRESS-EGRESS EASEMENT  
INST. No. 050020938

INGRESS-EGRESS EASEMENT  
INST. No. 050020940

1,000'± TO VALLEY PIKE  
U.S. ROUTE 11

275'± TO SHADY ELM ROAD  
VA. ROUTE 651

APPLE VALLEY ROAD  
VA. SECONDARY ROUTE 652  
VARIABLE WIDTH R/W

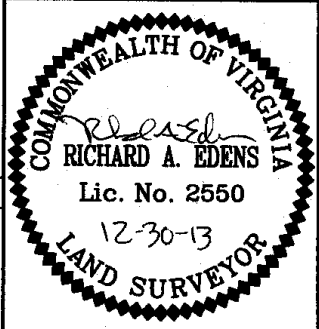


FINAL SUBDIVISION PLAT

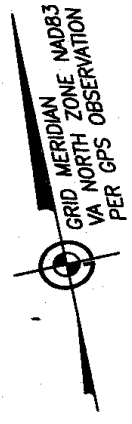
**DOONBEG SUBDIVISION**

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA  
SCALE: 1" = 30' DATE: DECEMBER 30, 2013

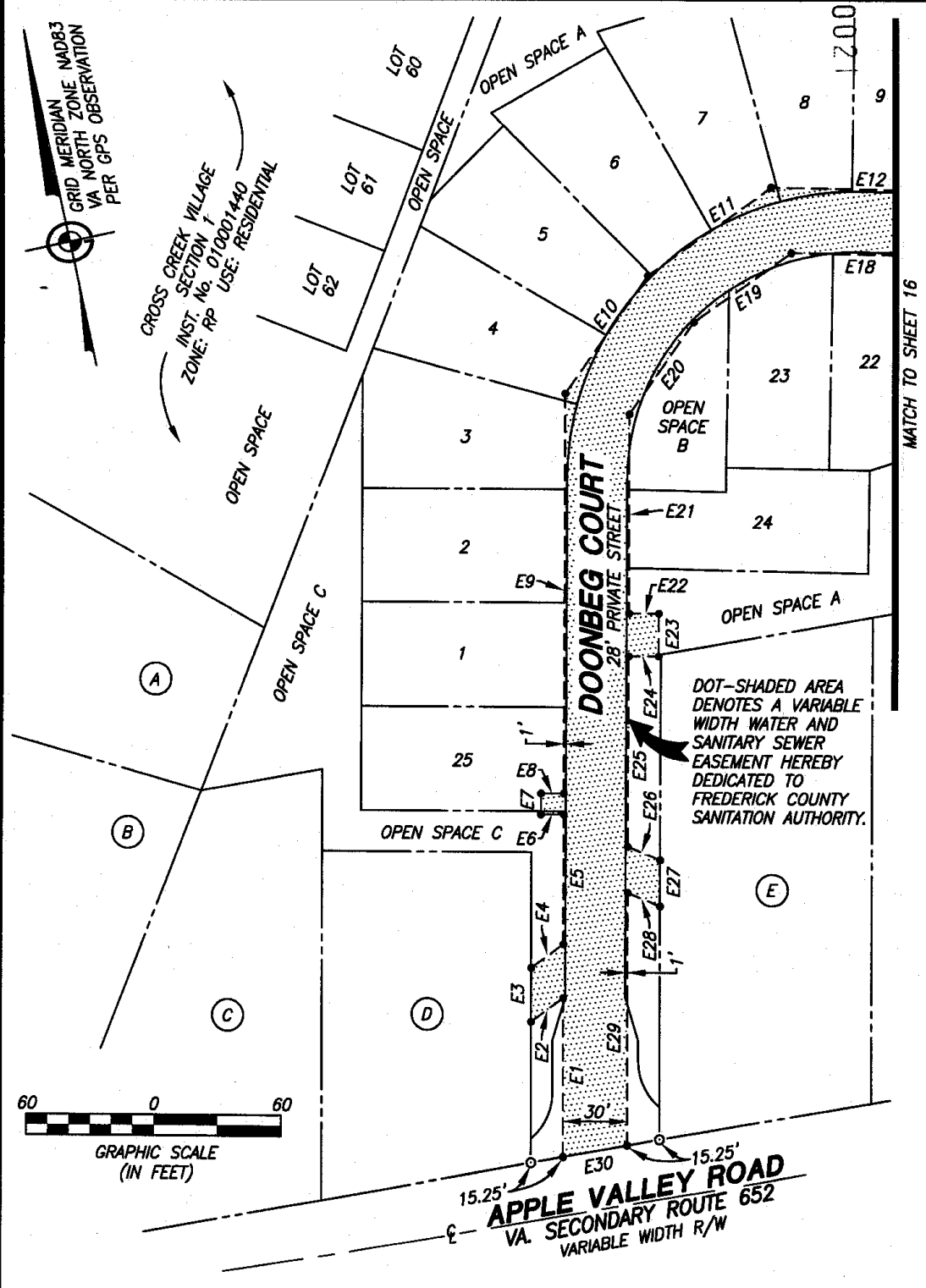
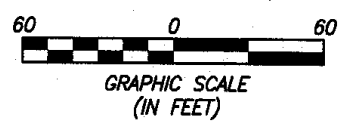
**GREENWAY ENGINEERING, INC.**  
Engineers Surveyors  
151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com



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CROSS CREEK VILLAGE  
INST. No. 010001440  
ZONE: RP USE: RESIDENTIAL



FINAL SUBDIVISION PLAT

# DOONBEG SUBDIVISION

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 60'

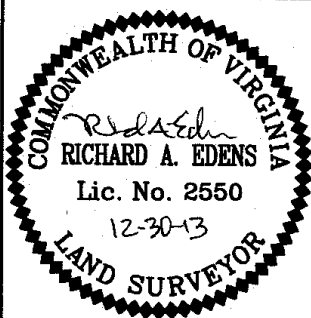
DATE: DECEMBER 30, 2013

## GREENWAY ENGINEERING, INC.

Engineers  
Surveyors

151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com

Founded in 1971

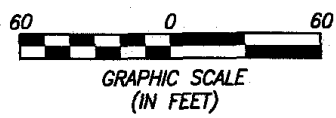
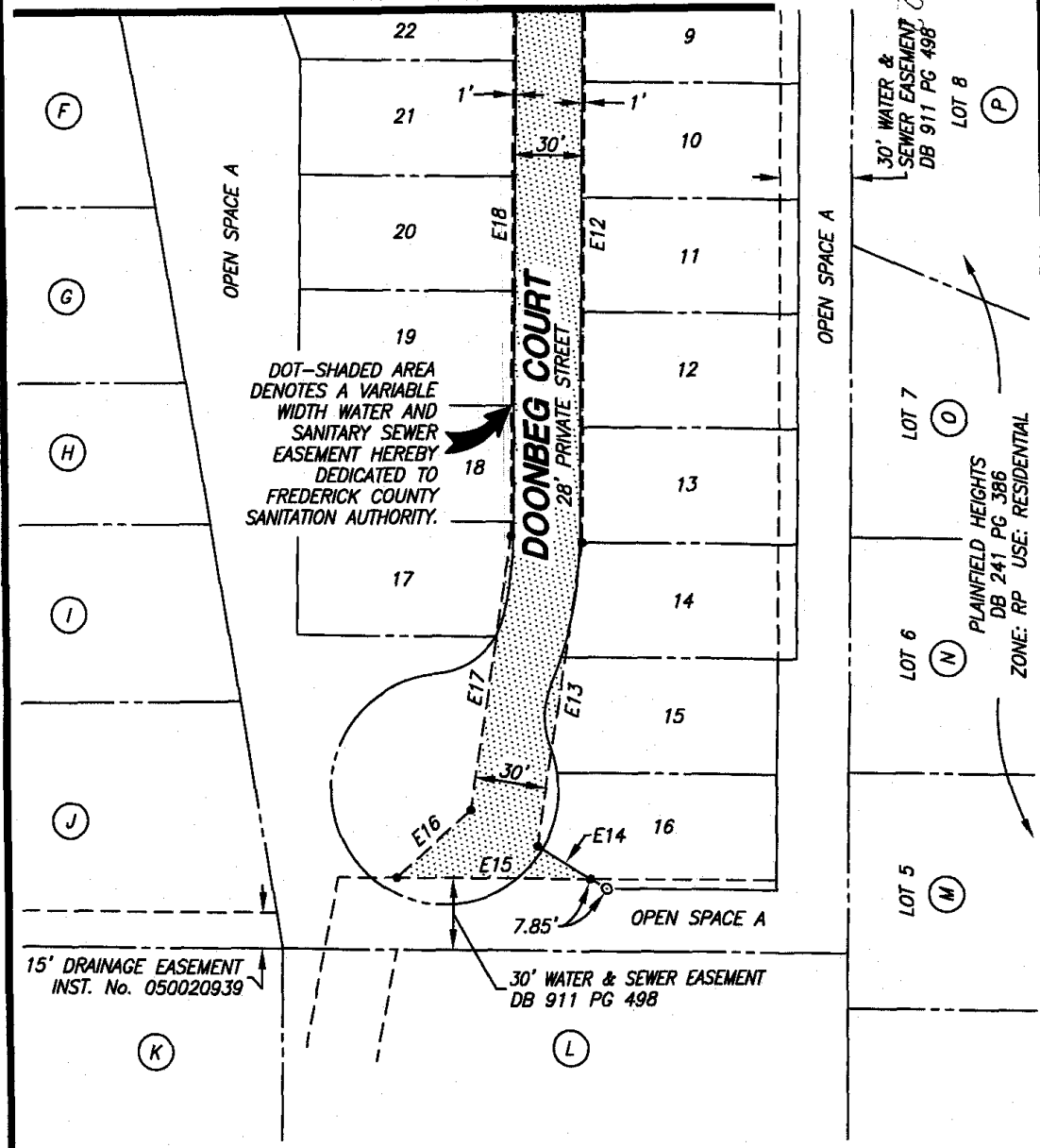


3385W SHEET 15 OF 16  
SUB 13-08

GRID MERIDIAN  
VA NORTH ZONE NAD83  
PER GPS OBSERVATION

0012

MATCH TO SHEET 15



FINAL SUBDIVISION PLAT

**DOONBEG SUBDIVISION**

BACK CREEK MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 60'

DATE: DECEMBER 30, 2013

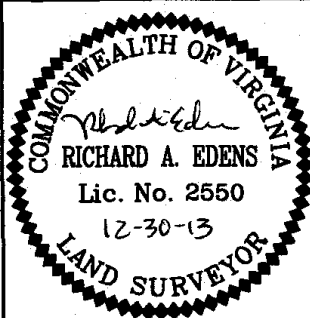
**GREENWAY ENGINEERING, INC.**



Engineers  
Surveyors

151 Windy Hill Lane  
Winchester, Virginia 22602  
Telephone: (540) 662-4185  
FAX: (540) 722-9528  
www.greenwayeng.com

Founded in 1971



3385W SHEET 16 OF 16  
SUB 13-08

VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

8-7-2014 at 9:20 A.M.

and with certificate acknowledgement thereto annexed  
was admitted to record. Tax imposed by Sec. 58.1-802 of

§ NA, and 58.1-801 have been paid, if assessable.

*Rebecca P. Hagan*, Clerk

190005117

60333

THIS DEED IS EXEMPT FROM RECORDATION  
TAXES PURSUANT TO VIRGINIA CODE § 58.1-811D.

This deed was prepared without title examination by and should be returned to:  
Cary M. Craig, Jr. [VSB No. 74056]  
Harrison & Johnston, PLC  
21 South Loudoun Street  
Winchester, Virginia 22601  
540-667-1266

Consideration: N/A  
Tax Assessed Value: N/A  
Tax Map Nos. 63-10-24A, 63-10-24B,  
63-10-24C, and Doonbeg Ct.  
The existence of title insurance is unknown to the preparer of this deed.

THIS DEED OF GIFT is made as of January 1, 2019, by and between STONERIDGE HOMES, INC., a Virginia corporation, as Grantor, and COTTAGE GLEN (WINCHESTER) PROPERTY OWNERS' ASSOCIATION, INC., a Virginia corporation, as Grantee, having a mailing address of 20 East Piccadilly Street, Suite 9, Winchester, Virginia 22601.

WITNESSETH:

That for and in consideration of the Amended and Supplemental Declaration dated January 1, 2018, and of record in the land records of the Office of the Clerk of the Circuit Court of the County of Frederick, Virginia, as Instrument Number 180006599, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in fee simple and with Special Warranty, unto the Grantee the following described real property (the "Property"):

All of the parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located in the Back Creek Magisterial District, Frederick County, Virginia, designated as Open Space A, Open Space B, Open Space C, and Doonbeg Court on the plat prepared by Greenway Engineering, Inc., dated December 30, 2013, and attached to the Deed of Dedication and Declaration of Easements dated June 10, 2014, and of record in the land records of the Office of the Clerk of the Circuit Court of the County of Frederick, Virginia, as Instrument Number 140006517; AND BEING a portion of the real property conveyed to Stoneridge Homes, Inc., from Doonbeg, LLC, by deed dated October 6, 2017, and of record in the aforesaid land records as Instrument Number 170010562.



PG 0334

Inclusion of the tax map reference numbers in this Deed is made pursuant to Virginia Code § 17.1-252, is not part of the legal description of the Property, and the Grantor does not make any warranty as to its accuracy. Reference is hereby made to the aforesaid instruments, the attachments thereto, and the references therein contained for a further and more particular description of the property hereby conveyed. This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

This Deed shall have the effect of general warranty defined in Virginia Code §§ 55-69 and 55-70, as amended and in force on this date.


WITNESS the following signature and seal:

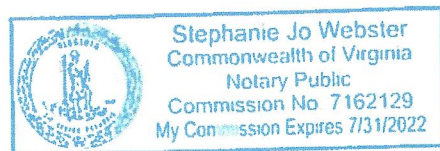
STONERIDGE HOMES, INC.

  
By: John A. Willingham, CEO

COMMONWEALTH OF VIRGINIA, AT LARGE,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on May 29, 2019, by John A. Willingham as CEO of Stoneridge Homes, Inc., on behalf of said company.

  
Notary Public  
Notary registration number: 7162129  
My commission expires: 7/31/22



VIRGINIA: FREDERICK COUNTY SCT.  
This instrument of writing was produced to me on  
05-30-2019 at 2:39 PM  
and with certificate acknowledgement thereto annexed  
was admitted to record. Tax imposed by Sec. 58.1-802 of  
§ exempt, and 58.1-801 have been paid, if assessable

*Rebecca P. Hogan*, Clerk

THIS SECOND AMENDED DECLARATION ("Amended Declaration") is made effective January 1, 2019, by **STONERIDGE HOMES, INC.** ("Stoneridge"), a Virginia corporation, and joined by **CURTIS G. POWER, III, TRUSTEE** ("Bank Trustee") and **CAPON VALLEY BANK** ("Bank"), a West Virginia corporation, for the **COTTAGE GLEN** Development.

#### Recitals

R1. The Cottage Glen Development is a subdivision located in the Back Creek Magisterial District, Frederick County, Virginia, as set forth on the plat ("Subdivision Plat") prepared by Greenway Engineering, Inc., dated December 30, 2013, and attached to the Deed of Dedication and Declaration of Easements dated June 10, 2014, and of record in the land records of the Clerk's Office as Instrument No. 140006517, and as amended and supplemented by the Amended and Supplemental Declaration dated January 1, 2018, and of record in the land records of the Clerk's Office as Instrument Number 180006599 and as corrected by that instrument of record in the land records of the Clerk's Office as Instrument Number 180009805 (collectively referred to as the "Declaration").

R2. Stoneridge is the owner in fee simple of the real property ("Stoneridge Lots") identified as Lots 1 through 14 and Lots 17 through 25 on the Subdivision Plat, which Lots are more than 80.00 % of the total Lots in the Cottage Glen Development as required to amend the Declaration. Stoneridge is a Declarant in this Amended Declaration as defined in Virginia Code § 55-509.

R3. Stoneridge desires to amend the Declaration to subject the Cottage Glen Development to certain age restrictions as set forth herein.

R4. The Stoneridge Lots are subject to a deed of trust ("Deed of Trust") dated October 6, 2017, and of record in the land records of the Clerk's Office as Instrument Number 170010563. The Bank Trustee and the Bank consent to this Amended Declaration.

#### Amended Declaration

NOW, THEREFORE, WITNESSETH, that for and in consideration of the Development and the benefits which will accrue by reason of this Amended Declaration, Stoneridge amends the Declaration as follows.

1. **Incorporation of Recitals.** Stoneridge incorporates the above recitals into this Amended Declaration as material terms.
2. **Addition to Section 8, Restrictions and Covenants.** The following is added as

Section 8.15 to the Declaration (Amended and Supplemental Declaration dated January 1, 2018, and of record in the land records of the Clerk's Office as Instrument Number 180006599).

8.15. All dwelling units shall be occupied by at least one person fifty-five years of age or older, and all other occupants shall be (a) a spouse, a co-habitant, or an occupant's child of nineteen years of age or older or (b) provide primary physical or economic support to the person who is fifty-five years of age or older. Notwithstanding this limitation, (i) a person hired to provide live-in, long term, or terminal health care of a person who is fifty-five years of age or older for compensation may also occupy a dwelling unit during any time such person is actually providing such care, (ii) guests under the age of fifty-five are permitted for periods of time not to exceed sixty total days in any calendar year, and (iii) a surviving spouse will be allowed to continue to occupy a dwelling unit without regard to age. If title to any Lot is vested in any person under fifty-five years of age by reason of descent, distribution, foreclosure, or operation of law, the age restriction set forth in this section shall not work a forfeiture or reversion of title, but rather such person taking title will not be permitted to reside on such Lot until such person has attained fifty-five years of age or otherwise satisfies the requirements set forth herein. The above age restrictions apply to any tenant who resides in any dwelling unit leased from the Lot Owner thereof.

3. All other provisions of the Declaration remain in full force and effect.

WITNESS the following signature and seal:

Stoneridge Homes, Inc.

[Signature] (SEAL)  
By: John Williams



COMMONWEALTH OF VIRGINIA, AT LARGE,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on March 1st, 2019, by John Williams.

[Signature]  
Notary Public

My commission expires 12-31-21.  
My Registration Number is: 7546912.

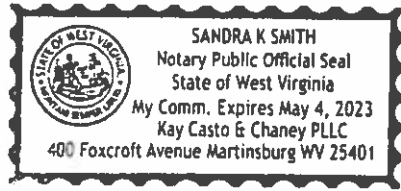
Curtis G. Power, III (SEAL)  
Curtis G. Power, III, Trustee

STATE OF WEST VIRGINIA, AT LARGE,  
CITY/COUNTY OF BERKELEY, to-wit:

The foregoing instrument was acknowledged before me on February 26, 2019,  
by Curtis G. Power, III, as Trustee under the deed of trust dated October 6, 2017, and of record  
in the land records of the Office of the Clerk of the Circuit Court of Frederick County, Virginia,  
as Instrument Number 170010563.

Sandra K Smith  
Notary Public

My commission expires May 4, 2023.  
My Registration Number is: 355694.



CAPON VALLEY BANK

Fred Brooks (SEAL)

By: FRED BROOKS (print name)

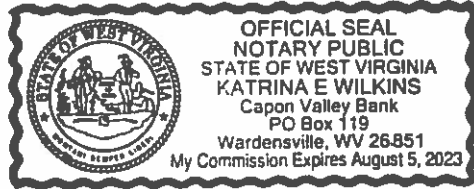
Title: SVP/LOANS (print title)

STATE OF WV, AT LARGE,  
CITY/COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me on February 11, 2019, by Fred Brooks as SVP-Loans of Capon Valley Bank.

Katrina E. Wilkins  
Notary Public

My commission expires Aug 5, 2023.  
My Registration Number is: \_\_\_\_\_.



VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

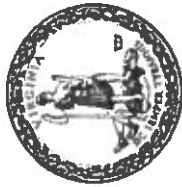
03-01-2019 at 3:51 PM

and with certificate acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ NA, and 58.1-801 have been paid, if assessable

Rebecca P. Hogan, Clerk

COURT ADDRESS:  
5 NORTH KENT STREET  
WINCHESTER, VA 22601  
PHONE # :540-667-5770



OFFICIAL RECEIPT  
FREDERICK CIRCUIT COURT  
DEED RECEIPT

DATE : 03/01/2019      TIME : 15:52:03  
RECEIPT # : 19000003866      TRANSACTION # : 19030100091  
CASHIER : KJS      REGISTER # : B700  
INSTRUMENT : 190001786      BOOK :  
GRANTOR : STONERIDGE HOMES INC  
GRANTEE : CAPON VALLEY BANK  
RECEIVED OF : HARRISON & JOHNSTON  
ADDRESS :

CASE # : 069CLR190001786

FILING TYPE : AMEND      PAYMENT : FULL PAYMENT  
RECORDED : 03/01/2019      AT : 15:51  
EX : N      LOC : CO  
EX : N      PCT : 100%

CHECK : \$22.00  
DESCRIPTION 1 : B C DIST (14-6517) AMENDED DECLARATION  
2 : STONERIDGE, MISC LOTS  
CONSIDERATION : \$0.00      AVAL : \$0.00

PAGES : 003      OP : 0  
NAMES : 0  
MAP :      PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
301	DEEDS	\$14.50

TENDERED : \$ 22.00  
AMOUNT PAID : \$ 22.00

THIS AMENDED AND SUPPLEMENTAL DECLARATION (“Amended Declaration”) is made effective January 1, 2018, by **STONERIDGE HOMES, INC.** (“Stoneridge”), a Virginia corporation, and joined by **CURTIS G. POWER, III, TRUSTEE** (“Bank Trustee”), **CAPON VALLEY BANK** (“Bank”), a West Virginia corporation, and **DOONBEG, LLC**, a Virginia limited liability company.

#### Recitals

R1. Stoneridge is the owner in fee simple of the real property (“Stoneridge Property”) located in the Back Creek Magisterial District, Frederick County, Virginia, identified as Lots 1 through 15, Lots 17 through 25, Open Space A, Open Space B, Open Space C, and Doonbeg Court on the plat (“Subdivision Plat”) prepared by Greenway Engineering, Inc., dated December 30, 2013, and attached to the Deed of Dedication and Declaration of Easements dated June 10, 2014, and of record in the land records of the Office of the Clerk of the Circuit Court of the County of Frederick, Virginia (“Clerk’s Office”), as Instrument No. 140006517; and being the same real property conveyed to Stoneridge by deed dated October 6, 2017, and of record in the land records of the Clerk’s Office as Instrument Number 170010562. Stoneridge is a Declarant in this Amended Declaration as defined in Virginia Code § 55-509.

R2. The Stoneridge Property is subject to a deed of trust (“Deed of Trust”) dated October 6, 2017, and of record in the land records of the Clerk’s Office as Instrument Number 170010563. The Bank Trustee and the Bank consent to this Amended Declaration and to release the lien of the Deed of Trust as it applies to easements and common areas created and dedicated herein.

R3. Doonbeg, LLC, a Virginia limited liability company, is the owner in fee simple of the real property (“Doonbeg Property”) located in the Back Creek Magisterial District, Frederick County, Virginia, identified as Lot 16 on the Subdivision Plat, and being a portion of the same real property conveyed to Doonbeg, LLC, by deed dated April 21, 2011, and of record in the land records of the Clerk’s Office as Instrument Number 110003824. Doonbeg, LLC, consents to this Amended Declaration and the contents set forth herein.

R4. The Stoneridge Property and the Doonbeg Property are all of the real properties in the Doonbeg Subdivision (“Development”) as set forth in the Deed of Dedication and Declaration of Easements (“Declaration”) dated June 10, 2014, and of record in the land records of the Clerk’s Office as Instrument No. 140006517, which instrument is a “Declaration” as defined in Virginia Code § 55-509.

R5. Stoneridge owns two-thirds of the Lots, as defined herein, in the Development in order to amend the Declaration pursuant to Virginia Code § 55-515.1.

R6. Stoneridge desires to amend the Declaration to subject the Development to the covenants, restrictions, conditions, charges, and liens set forth in this Amended Declaration in order to provide for the preservation and enhancement of the property values, amenities, and opportunities in the Development, which will contribute to the personal and general health, safety, and welfare of residents, and to the maintenance of the land and improvements thereon. Said covenants, restrictions, easements, conditions, charges, and liens shall run with the real properties in the Development and shall be binding on all persons or entities having or acquiring any right, title, or interest in the such real properties, or any part thereof, and shall inure to the benefit of each owner thereof.

R7. Stoneridge has incorporated the Association, as defined herein, under the laws of the Commonwealth of Virginia to provide a means for meeting the purposes and intents set forth herein and in the Declaration. Stoneridge shall, by separate instrument, convey Open Space A, Open Space B, Open Space C, and Doonbeg Court to the Association.

#### **Amended and Supplemental Declaration**

NOW, THEREFORE, WITNESSETH, that for and in consideration of the Development and the benefits which will accrue by reason of this Amended Declaration, Stoneridge amends and supplements the Declaration as follows.

1. **Incorporation of Recitals.** Stoneridge incorporates the above recitals into this Amended Declaration as material terms.

2. **Definitions.** The following terms used in this Amended Declaration shall have the following meanings unless otherwise expressly provided herein.

2.1. "Association" shall mean and refer to Cottage Glen Property Owners' Association, Inc., its successors and assigns.

2.2. "Common Areas" shall mean and refer to the real property designated as Open Space A, Open Space B, Open Space C, and Doonbeg Court on the Subdivision Plat, including easements and improvements thereon.

2.3. "Declarant Control Period" shall mean the period beginning on the effective date of the Amended Declaration and ending on the later of (i) the date eighty percent of the Lots are owned by Lot Owners other than Stoneridge or its assigns or (ii) the date specified by Stoneridge,



or its assigns, in a written notice to the Association that the Declarant Control Period is to terminate.

2.4. **“Lot” or “Lots”** shall mean and refer to any of the lots which are a part of Development, excluding the Common Areas and street.

2.5. **“Lot Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Development, but excluding those having such interest merely as security for the performance of an obligation.

3. **Name of Development.** Stoneridge hereby renames the Development “Cottage Glen.”

4. **The Property Owners’ Association.** Stoneridge delegates and assigns to the Association the powers of owning, maintaining, operating, and administering the Common Areas, administering and enforcing the Covenants and Restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

4.1. **Membership.** Each Lot Owner shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Only one membership shall be accorded per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

4.2. **Voting Rights.** Each Lot Owner of the Association shall have one vote for each Lot owned in the Development. When more than one person holds such interest in any Lot, all such persons shall be members, however, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot nor shall any vote be fractionalized for the purpose of voting. Notwithstanding the above, during the Declarant Control Period, Stoneridge, or its assigns, shall have 75 votes less the number of votes held by the other Lot Owners when a vote is taken.

4.3. **Board of Directors.** The affairs of the Association shall be managed by a Board of not less than three (3), but no more than five (5) directors, who must be Lot Owners of the Association. The initial Board of Directors shall be appointed by Stoneridge and serve until the end of the Declarant Control Period; thereafter, the Board of Directors shall be elected by the Lot Owners as determined in the Association’s Bylaws.

5. **Special Declarant Rights.** Special Declarant Rights are those rights reserved for the

benefit of Stoneridge, or its assigns, as provided for in the Association’s Bylaws and shall include without limitation the following rights: (a) to use, grant, reserve, vacate, and terminate easements over and through the Development for the purpose of making improvements within the Development; (b) to maintain model homes, management offices, construction offices, sales offices, visitor centers, and signs advertising the Development; (c) to exercise the Declarant Votes of the Association; and (d) to remove and replace any director or committee member appointed or elected by Stoneridge. Stoneridge, or its assigns, may exercise its Special Declarant Rights unilaterally without the joinder or approval of the Association or any member of the Association, Lot Owner or holder of a mortgage of a Lot. Until the Declarant Control Period has expired, the Board of Directors of the Association shall consist of three directors appointed by Stoneridge or its assigns. Stoneridge, or its assigns, may unilaterally transfer Special Declarant Rights created or reserved (without the joinder or approval of the Association or any member of the Association, Lot Owner or holders of a mortgage of a Lot) to any person or entity; however, such transfer shall be evidenced by an instrument recorded in the land records of the Clerk’s Office and executed by the transferor and transferee.

**6. Property Rights in Common Areas.**

6.1. Lot Owners’ Easements of Enjoyment. Every Lot Owner shall have a nonexclusive right, privilege, and easement of enjoyment, on equal terms in common with all other Lot Owners, in and to the Common Areas, specifically including, but not limited to, the rights of ingress and egress across the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

6.1.1. The Association shall have the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the aforesaid Common Areas. The Association is further empowered, with the consent of at least eighty percent of the votes of Lot Owners, to mortgage the Common Areas to secure any such borrowed funds, but such mortgage shall be subordinate to the rights of the Lot Owners hereunder.

6.1.2. The Association shall have the right to suspend the voting rights of, and the right to the use the Common Areas by, a Lot Owner for any period during which any assessment against such Lot Owner’s Lot remains unpaid and for a period not to exceed thirty (30) days for any infraction by such Lot Owner of the Association’s rules and regulations.

6.1.3. The Association shall have the right to dedicate or transfer all or part

of the Common Areas to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the Lot Owners. No such dedication or transfer shall be effective unless an instrument signed by Lot Owners entitled to cast eighty percent of the votes has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Lot Owner not less than thirty (30) days nor more than sixty (60) days in advance.

6.2. Use of Sidewalks. Every Lot Owner shall be entitled to free passage over any sidewalks that are constructed in the Development. All sidewalks shall be kept free of obstruction, including the removal of snow or any hazardous conditions or substances, by the Lot Owners owning the Lots adjacent to such portion of the sidewalks.

6.3. Delegation of Use. Any Lot Owner may delegate, in accordance with the Association's Bylaws, his right of enjoyment to the Common Areas to the Lot Owner's family or tenants who reside in the Development.

6.4. Maintenance of Drainage Easements and Detention Areas. The maintenance of all drainage easements and detention areas located within the Development shall be maintained by the Association, and in the event that the Association does not maintain said areas, and keep the same in good repair, then Stoneridge and/or Frederick County, Virginia, as the case may be, may come upon said property and make necessary repairs and perform whatever maintenance is necessary with the cost of the same to be borne by the Association and in the event that said Association does not pay for said repairs and/or maintenance, when billed, then said charge shall become a lien upon the property belonging to the Association. If requested, the Association, when Stoneridge conveys the common areas to the Association, may agree to enter into any agreement absolving Frederick County of any and all liability with regard to said drainage easements and/or detention areas.

7. Covenants for Assessments by the Association.

7.1. Assessments. Each Lot Owner, by acceptance of a deed to a Lot, 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 and (2) special assessments for capital improvements for each Lot, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which each such assessment

is made. Each such assessment, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Lot Owner or Lot Owners who owned such Lot at the time when the assessment was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien upon said Lot as set forth herein.

7.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for improvements and maintenance of the Common Areas and other common matters, specifically including, but not limited to, payment of real estate taxes, repairs, maintenance and repair of drainage and detention facilities, street, street lights and payment of all utility charges therefor, utility and drainage easements, and further, for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development.

7.3. Preparation and Approval of Budget. At least sixty days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of management, maintenance, and repair of the Common Areas and the cost of other expenses that may be declared to be common expenses by the Association or the Board of Directors. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital (available cash for day-to-day expenses that is otherwise uncommitted), a general operating reserve (including an amount to cover operating losses due to insurance deductibles), reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for), and reserves for replacements. At least forty days before the beginning of each fiscal year, the Board of Directors shall make available a copy of the budget in a reasonably itemized form that sets forth the amount of the common expenses and provide a copy of such budget to each member and Lot Owner. Such budget shall constitute the basis for determining the annual assessment against each Lot. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Lot Owner receives such notice.

7.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, specifically including, but not limited to, maintenance, repair, and improvement of any Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of eighty percent of the votes of Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, and written notice of which shall be sent to all Lot Owners not less than thirty days nor more than sixty days in advance of the meeting, setting forth the purposes of the meeting.

7.5. Initial Assessment; Date of Commencement of Annual Assessments. Each initial purchaser of a Lot from Stoneridge, or its assigns, shall pay at settlement an initial assessment of \$500.00 to provide necessary funding for the Association. The first installments of annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of a Lot to an Lot Owner. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association, setting forth the amount of the assessment and whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. In addition the Association shall furnish, upon request, any disclosure required under Code of Virginia § 55-509.5.

7.6. Non-Payment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, such unpaid assessments shall bear interest from the date of delinquency at the rate of twelve percent per year, and the Association may file a civil action against the Lot Owner personally obligated to pay the same, file and enforce a Memorandum of Lien, pursuant to Virginia Code § 55-516, among the land records of the Clerk's Office, or both; and interest, costs, and reasonable attorney's fees on any such action or lien shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

7.7. Exempt Property. The following property is exempt from the assessments created in this Amended Declaration: (i) any property owned by the Association; (ii) all properties dedicated to and accepted by a local public authority; (iii) any and all Lots owned by Stoneridge or its designee; and (iv) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia. However, no Lot with an improvement occupied as a dwelling shall be exempt from these assessments.

7.8 Declarant's Deficit-funding Obligation. Stoneridge, or its assigns, shall provide all necessary upkeep for each unoccupied Lot it owns. In addition, during the Declarant Control Period, Stoneridge, or its assigns, shall fund all operating budget deficits of the Association (the amount by which the operating expenses exceed the total budgeted income), including reasonable reserves (based on expected useful life of the Common Area improvements), as determined by the Board of Directors. Such deficit funding obligation may be satisfied with in-kind payments of services or materials and does not include any expenses that the Association is unable to meet because of nonpayment of any Lots Owner's assessment or because of unusual or extraordinary expenses not included in the budget. The net deficit to be paid by Stoneridge, or its assigns, shall be cumulative over the period it owns Lots exempt from assessment, regardless of the timing of payments or cash flow of the Association. Stoneridge's, or its assign's, obligation under this section shall not exceed the amount it would have been obligated to pay if all Lots owned by it were assessed as provided herein less any assessments actually paid with respect to such Lots.

8. Restrictions and Covenants. The Lots in the Development shall be subject to the following restrictions, which are constituted real covenants to run with the land.

8.1. All Lots shall be used for single-family residential purposes only. However, a Lot Owner may maintain an office or home business in the dwelling unit on such Lot Owner's Lot if: (i) such office or home business is operated by the Lot Owner or a member of the Lot Owner's household residing on the Lot; (ii) there are no displays or signs indicating that the Lot is being used other than a residence, (iii) such office or business does not generate significant traffic or parking usage by clients, customers, or other persons related to the business; (iv) no equipment or other items related to the business are stored, parked, or otherwise kept on such Lot Owner's Lot; (v) such Lot Owner has obtained any required approvals for such use from the appropriate local governmental agency; (vi) the activity is consistent with the residential nature of the Lot and complies with local ordinances; and (vii) the dwelling is used primarily as a residence. This section shall not be

construed as forbidding any work involved in the construction or upkeep of any portion of any Lot so long as such work is undertaken and carried out in accordance with all applicable restrictions and regulations.

8.2. No junk or derelict vehicle, or other vehicle on which current registration plates and current inspection sticker are not displayed, shall be kept upon any portion of the Development if it is visible from a neighboring property. At no time, except for loading and unloading purposes, may vehicles be parked on the street.

8.3 No commercial vehicles (vehicles which are larger than normally used for noncommercial purposes), trailers, campers, recreational vehicles, boats, and other large vehicles may be parked or used on any front or side yard of any Lot, except if such a vehicle is in connection with construction activities. Prohibited vehicles include, without limitation, any vehicle (1) with a load capacity in excess of three-quarter ton or (2) one which is oversized (higher than eight feet, wider than eight feet or longer than twenty feet).

8.4. The maintenance, keeping, boarding, or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, is prohibited on any Lot. Guide animals and a reasonable number of orderly, traditional domestic pets are permitted; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Development. Pets shall not be permitted upon the street unless accompanied by someone who can control the pet and unless carried or leashed. The person walking the pet shall clean up pet droppings. Any Lot Owner who keeps or maintains any pet upon any portion of the Development shall be deemed to have agreed to indemnify and hold each Lot Owner, Stoneridge, and the Association harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Development. All pets shall be registered and inoculated as required by law.

8.5. No fence shall be installed in a side or front yard. Fences may be installed in a rear yard. Rear fencing and hedges shall not exceed six feet (6') in height. All fencing shall be constructed of PVC material. All fences must be kept free of brush and debris and maintained in orderly fashion.

8.6. No noxious or offensive activities shall be permitted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any Lot

Owners. No Lot Owner, occupant, or invitee on any Lot shall cause any unreasonably loud noise (except for security devices) anywhere on a Lot, nor shall any Lot Owner, occupant, or invitee on any Lot permit or engage in any activity, practice, or behavior for the purpose of causing annoyance, discomfort, or disturbance to any other Lot Owner, occupant, or invitee on any other Lot.

8.7. Nothing shall be done or kept on any Lot and no person shall permit anything to be done or kept on any Lot which would be in violation of any law, regulation, or statute. No improper, offensive, or unlawful use shall be made of any Lot or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed.

8.8. In the event a dwelling unit is partially or completely destroyed due to fire or any other casualty, the Lot Owner owning the Lot on which the dwelling unit is located shall, within sixty days from the date of such destruction, clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition. In the event a dwelling unit is damaged or has materially deteriorated, whether due to fire or any other casualty or through neglect in maintaining the dwelling unit, the Lot Owner owning the Lot on which the dwelling unit is located shall immediately repair the damage or deterioration.

8.9. All Lots must be maintained free of trash and debris. Trash storage and collection shall be in accordance with the ordinances, rules, and regulations of Frederick County, Virginia. There shall be no burning of any trash. No Lot shall be used or maintained as a dumping ground for refuse. Trash, garbage, or other waste (refuse) shall be temporarily stored in sanitary containers and screened until removed from the Lot. No refuse or any container for the same shall be placed or stored in front of any dwelling unit, except on the date of scheduled refuse pickup (if applicable). Trash containers shall not be permitted to remain in a location visible from the neighboring Development. If applicable, all trash containers shall be removed from the roadside within twenty-four (24) hours of trash pickup.

There shall be no discharges that may adversely affect the use or intended use of any portion of any Lot, or that may adversely affect the health, safety, or comfort of the occupants of any Lot. No waste will be stored on any Lot. No waste nor any substance or materials of any kind shall be discharged into any public or private sewer serving any Lot or any part thereof in violation of any regulation of any governmental entity having jurisdiction over such.

8.10. No kiddie pools, play equipment, sandboxes, toys, verandas, gazebos, or other



similar appurtenances may be used or kept in any front or side yard.

8.11. No exterior lighting shall be directed outside the boundaries of any Lot.

8.12. No structure of a temporary character, and no trailer, tent, shack, pen, kennel, run, or temporary accessory buildings shall be erected, used, or maintained on any Lot except in connection with construction activities.

8.13. No exterior antenna, satellite dish, or similar exterior improvement shall be installed or maintained upon any Lot, except that one mini dish and one microwave internet receivers are allowed per Lot so long as they are located in the rear yard or rear of the dwelling unit.

8.14. The invalidation of any one of the covenants or restrictions contained herein by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect. The failure of any Lot Owner or Stoneridge to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a violation of these provisions occurring prior or subsequent thereto.

9. **Reservations.** Stoneridge hereby reserves unto itself and its successors in title, 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 where such utility lines and equipment are located, within the easements set forth on the Subdivision Plat, and over the Lots and Common Areas as needed, provided that such easements shall not interfere with the use and enjoyment of the Lots and Common Areas.

10. **General Provisions.**

10.1. **Enforcement.** Stoneridge, the Association, or any Lot Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Amended Declaration, by any proceeding at law or in equity. Failure by any person 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 incur in the successful enforcement of the restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, shall be borne by the party against whom action is taken. The costs referenced herein shall include reasonable attorney's fees, court costs, and damages.

10.2. **Severability.** Invalidation of any one of the provisions contained herein by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

10.3. Amendment. The provisions of this Amended Declaration shall run with the land and bind the land. This Amended Declaration may be amended by an instrument signed by not less than eighty percent of the votes of the Lot Owners. Any amendment must be properly recorded among the land records of the Clerk's Office.

WITNESS the following signatures and seals:

Stoneridge Homes, Inc.

John Barker (SEAL)  
By: PRESIDENT

COMMONWEALTH OF VIRGINIA, AT LARGE,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on July 10, 2018, by John Barker.

Carissa Marie Western  
Notary Public



My commission expires Feb. 28, 2022.  
My Registration Number is: 7618912.

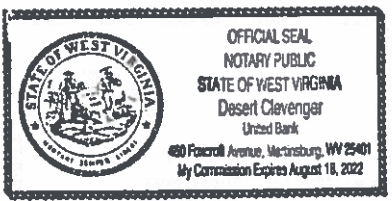
Curtis G. Power, III (SEAL)  
Curtis G. Power, III, Trustee

STATE OF West Virginia, AT LARGE,  
CITY/COUNTY OF Berkeley, to-wit:

The foregoing instrument was acknowledged before me on July 9, 2018,  
by Curtis G. Power, III, as Trustee under the deed of trust dated October 6, 2017, and of record in  
the land records of the Office of the Clerk of the Circuit Court of Frederick County, Virginia, as  
Instrument Number 170010563.

Desert Clavenger  
Notary Public

My commission expires Aug. 18, 2022  
My Registration Number is: \_\_\_\_\_.



CAPON VALLEY BANK

[Signature] (SEAL)

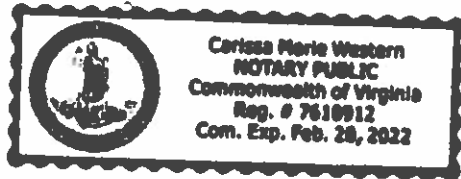
By: Fred Brooks (print name)

Title: SENIOR VICE PRES./LOAN (print title)

STATE OF Virginia, AT LARGE,  
CITY/COUNTY OF Frederick, to-wit:

The foregoing instrument was acknowledged before me on July 10, 2018, by  
Fred Brooks as Senior VP/Loans of Capon Valley Bank.

[Signature]  
Notary Public



My commission expires Feb. 28, 2022  
My Registration Number is: 7618912.

DOONBEG, LLC

Arlene D. Smith (SEAL)

By: Arlene D. Smith (print name)

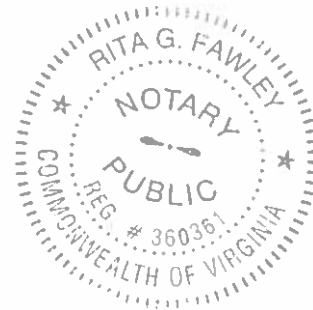
Title: Owner of Doonbeg LLC (print title)

COMMONWEALTH OF VIRGINIA, AT LARGE,  
CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me on July 10, 2018, by Arlene D. Smith as Owner of Doonbeg, LLC.

Rita G. Fawley  
Notary Public

My commission expires March 31, 2022  
My Registration Number is: 360361.



VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

7-11-18 at 3:53 PM

and with certificate acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable.

Rebecca P. Hogan, Clerk

COURT ADDRESS:  
5 NORTH KENT STREET  
WINCHESTER, VA 22601  
PHONE #: 540-667-5770



OFFICIAL RECEIPT  
FREDERICK CIRCUIT COURT  
DEED RECEIPT

DATE : 07/11/2018

TIME : 15:54:13

CASE #: 069CLR180006599

RECEIPT #: 18000013327

TRANSACTION #: 18071100058

CASHIER : DLH

REGISTER #: B114

FILING TYPE: AMEND

PAYMENT: FULL PAYMENT

INSTRUMENT : 180006599

BOOK :

PAGE :

RECORDED : 07/11/2018

AT : 15:53

GRANTOR : STONERIDGE HOMES INC  
GRANTEE : DOONBEG LLC

EX : N

LOC : CO

PCT : 100%

RECEIVED OF : HARRISON & JOHNSON

ADDRESS :

CHECK : \$36.00

DESCRIPTION 1 : BC DIST (11-3824 ) SUPPLEMENTAL DECLARATION

PAGES : 015

OP : 0

NAMES : 0

CONSIDERATION : \$0.00

ANVAL : \$0.00

MAP :

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
301	DEEDS	\$28.50

TENDERED : \$ 36.00

AMOUNT PAID : \$ 36.00

JUL 11 2018

180009805

PG0427

THIS CORRECTION TO THE AMENDED AND SUPPLEMENTAL DECLARATION of the Cottage Glen development is made effective July 13, 2018, by STONERIDGE HOMES, INC. ("Stoneridge"), a Virginia corporation.

**Recitals**

R1. Stoneridge is the Declarant of the Cottage Glen development as set forth in the Amended and Supplemented Declaration ("Amended Declaration") dated January 1, 2018, and of record in the land records of the Office of the Clerk of the Circuit Court of the County of Frederick, Virginia as Instrument Number 180006599.

R2. Section 2.1. of the Amended Declaration incorrectly listed the name of the development's property owners' association. The correct name of the development's property owners' association is Cottage Glen (Winchester) Property Owners' Association, Inc.

R3. Stoneridge desires to correct the above error as set forth herein

**Correction**

NOW, THEREFORE, WITNESSETH, that for and in consideration of the Development and the benefits which will accrue by reason of the Amended Declaration, Stoneridge incorporates the above recitals as material terms and corrects the Amended Declaration as follows.

1. Correction to Section 2.1. The definition of "Association" in Section 2.1 of the Amended Declaration is replaced entirely with the following: "Association" shall mean and refer to Cottage Glen (Winchester) Property Owners' Association, Inc., its successors and assigns.

2. All other provisions of the Amended Declaration remain in full force and effect.

WITNESS the following signature and seal:

Stoneridge Homes, Inc.

  
By: John Willingham, Chief Executive Officer (SE/)

VIRGINIA: FREDERICK COUNTY, SCT.  
This instrument of writing was produced to me on 10-2-18 at 4:47 P.M.  
and with certificate of acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of NA and 58.1-801 have been paid, if assessable

  
Rebecca P. Hogen, Clerk

COMMONWEALTH OF VIRGINIA, AT LARGE,  
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on September 28, 2018, by John Willingham as Chief Executive Officer of Stoneridge Homes, Inc.

  
Notary Public



COURT ADDRESS:  
 5 NORTH KENT STREET  
 WINCHESTER, VA 22601  
 PHONE # :540-667-5770



**OFFICIAL RECEIPT  
 FREDERICK CIRCUIT COURT  
 DEED RECEIPT**

DATE : 10/02/2018      TIME : 16:47:35      CASE # : 069CLR180009805  
 RECEIPT # : 18000019265      TRANSACTION # : 18100200079  
 CASHIER : EAB      REGISTER # : B700  
 INSTRUMENT : 180009805      BOOK :      PAGE :      FILING TYPE : COR      PAYMENT : FULL PAYMENT  
 GRANTOR : STONERIDGE HOMES INC      AT : 16:47  
 GRANTEE : COTTAGE GLEN PROPERTY OWNERS ASSOCIATION INC      EX : N      LOC : CO  
 RECEIVED OF : HARRISON & JOHNSTON PLC/COUNTER      EX : N      PCT : 100%

ADDRESS :      CHECK : \$22.00      CHECK NUMBER : 09779      OP : 0  
 DESCRIPTION 1 : (18-6599) CORRECTED AMENDED DECLARATION      PAGES : 001  
 NAMES : 0      MAP :      PIN :  
 CONSIDERATION : \$0.00      AVAL : \$0.00

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

TENDERED : \$ 22.00  
 AMOUNT PAID : \$ 22.00