

*Del to  
B.J. Tisinger, Atty  
11/16/75*

\*\*\*\*\*  
#3806 \*  
SURRY SQUARE \*  
TO :: :: DEED OF DEDICATION \*  
\*\*\*\*\*

BOOK 432 PAGE 678

THIS DEED OF DEDICATION AND PLAT, made this 26th day of December, 1975, by Billy J. Tisinger, Trustee of Page-Brooke Land Trust pursuant to a Trust Agreement dated May 23, 1973, a Memorandum of which is recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia in Deed Book 413, at Page 641, of the one part, hereinafter called the Grantor; and The Town of Stephens City, of the other part, hereinafter called The Town:

WHEREAS, the Grantor is the sole owner of the hereinafter described property; and,

WHEREAS, the Grantor desires to subdivide said property, to place conditions and restrictions on the use of said property and to dedicate for public use the streets shown on the attached plat

NOW, THEREFORE, THIS DEED OF DEDICATION AND DECLARATION OF PLAT, WITNESSETH: For valuable consideration, the Grantor does hereby subdivide the following described property as shown on the plats of Thomas C. Glass, C.L.S., attached hereto and by this reference made a part hereof. The platted land contains 8.4 Acres, more or less, lying West of Germain Street and at the West end of Filbert Street in the Town of Stephens City in Frederick County, Virginia, being all the property conveyed to the Grantor by Odessa L. Ritter, widow, by deed recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia in Deed Book 413, at Page 645, LESS three (3) Acres conveyed by the Grantor to Eugene Edward Middleton, et ux, by deed recorded in the aforesaid Clerk's Office in Deed Book 413, at Page 680.

The Grantor does hereby dedicate to The Town that portion of the real estate described on the attached plats as set apart for Filbert Street and for Ravenwood Street and does further dedicate to The Town those portions of the real estate described

BOOK 432 PAGE 679

on the attached plats as set apart thereon for water easements, drainage easements and sewer easements.

The platting and dedication of the above described property is with the free consent and in accordance with the desire of the Grantor.

Those areas designated on the attached plats as "Common Areas" are intended for use by the homeowners in Surrey Square Subdivision for their recreation and other related activities. These "Common Areas" are not dedicated hereby for use by the general public.

The Grantor does further declare that all of the fifty-six (56) lots shown on the attached plats shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title and interest in said fifty-six (56) lots, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. No lot shall be used except for residential purposes. No multi-family dwelling may be constructed on any lot.

2. No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs for said lot, not to exceed six (6) square feet in area.

3. No fence, hedge or other visual barrier shall be erected in the front yard of any lot. All such barriers must be kept in good repair. All chain link fences must be of the green vinyl type.

4. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any

BOOK 432 PAGE 680

other lot.

5. No vehicles of any kind shall be permitted on any lot, except for the purpose of construction or repair of the dwelling on such lot.

6. No animals, livestock or poultry of any kind shall be raised or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

7. All lots, improved or unimproved, shall be kept free of undergrowth, brush, trash and debris. Trash, garbage or other waste shall not be kept except 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 pick up.

8. No building, structure, alteration, addition or improvement of any character, other than interior alterations, shall be constructed upon any lot nor any exterior painting done unless a plan of such construction, including quality of workmanship, design, colors and materials, shall have been approved by the Board of Directors of The Surrey Square Townhouse Association, Inc. (hereinafter referred to as The Association) as being in harmony with the whole Subdivision, especially the adjoining townhouses.

9. No roof top antennas shall be erected or permitted higher than ten (10) feet above the square of the building. No exterior clothesline or hanging device shall be allowed upon any lot except for an umbrella type with a diameter not exceeding seven (7) feet, provided same is located in the rear of the lots.

10. In the event a townhouse is destroyed, the owner thereof shall begin construction within a reasonable time or clear away the remaining portion of the townhouse and maintain the lot in a neat and orderly condition. If the owner fails to perform such

BOOK 432 PAGE 681

clearance or maintenance, The Association shall perform same and the expenses thereof shall be added to the annual assessment against the particular lot.

11. In the event a townhouse is destroyed, no structure other than a townhouse of the same dimensions and similar architecture shall be constructed in the place of the original structure.

12. The general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply. The cost of reasonable repair and maintenance of a party wall shall be shared by the two adjoining landowners, except to the extent the wall is not of use to one of the owners. If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or for wilful acts or omissions.

13. No noxious or offensive activities shall be carried on upon any such lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. Each lot owner shall have the right of ingress and egress from his lot to Filbert Street across the area marked for same. Each lot owner shall have the right to park within the area constructed for parking which lies immediately adjacent and in front of his lot or in the case of Lots 41 through 56 which lies nearest his lot. Each lot owner shall have the right to use the area marked "FIFTEEN FOOT WALKWAY & UTILITY EASEMENT" and "Five Foot Walkway Easement" on the attached plat for the purpose of ingress and egress on his lot. No structure or planting shall be placed in the "Five

BOOK 482 PAGE 682

Foot Walkway Easement" which will interfere or impede the use of same for ingress and egress.

15. The Grantor reserves unto itself and its assigns the right to erect, maintain, operate and replace underground and above ground telephone, electric, sewer, gas, water and television lines and related equipment and other utility equipment over and under that strip of land marked "Utility Easement", with the right of ingress and egress thereto. In addition, all land is subject to right of way easements previously granted Potomac Edison Company and Chesapeake and Potomac Telephone Company.

16. WHEREAS, the Grantor has created a non-stock corporation called The Surrey Square Townhouse Association, Inc. which the Grantor plans to convey all property described on the attached plat as "Common Areas", that is, all of the property shown on the attached plat except for the dedicated street, Parcels A and B and fifty-six (56) lots, and the operation of which shall be subject to the following conditions:

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any lot shown on the attached plats 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. Membership shall be appurtenant to and may not be separated from ownership of any such lot. Ownership of such lot shall be the sole and continuing qualification for membership.

(b) Each member shall have one (1) vote for each such lot owned by that member. If a member has less than a full interest in a lot, his vote shall be reduced accordingly. The total number of votes shall equal the total number of lots in said Subdivision.

BOOK 432 PAGE 683

(c) Each member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and pass with the title to each townhouse lot, subject, however, to the conditions and restrictions placed thereon herein or by The Association.

(d) The owner of each lot, by acceptance of a deed thereto, is deemed to covenant and agree to pay Twenty Dollars (\$20.00) in January of 1978 and to pay annually thereafter, beginning with 1979, to The Association, its successors or assigns, an amount, determined by the members of The Association at their annual meeting, for the purpose of exercising the powers given The Association herein or by an amendment hereto and of providing maintenance, including snow removal and payment of real estate taxes, repairs and improvements of and to the land owned by The Association. During the month of January of each year, beginning January 1978, The Association shall notify each such lot owner in writing as to the amount of the lot assessment and the date and manner of payment of same. All assessments must be fixed at a uniform rate for all lots. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of The Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuing of such certificate, which certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Said annual assessment shall be a charge upon and running with each lot of said Subdivision. If the owner is in default in the payment of any assessment, in addition to any other means of collection, The Association may bring an action at law against the owner personally obligated to pay same and may also sell the

BOOK 432 PAGE 684

lot involved at public auction after advertisement once a week for two (2) successive weeks, in some convenient newspaper, having general jurisdiction in this County, and after ten (10) days written notice mailed to the last known address of said owner. Costs of sale shall be paid from proceeds of sale before payment of amount in default. This lien is expressly made inferior and subordinate to any deed of trust now or hereafter encumbering any lot, unless notice to the contrary is placed of record prior to the recordation of a deed of trust.

In exchange for the Grantor's agreement to maintain said Common Areas until December 31, 1977, the Grantor shall be exempt from payment of said annual assessment. In addition, the following property shall be exempt from the assessments created herein and shall not be subject to said lien:

(i) Areas owned by The Association.

(ii) Areas owned by a governmental organization or by a non-profit organization exempt from taxation by the Internal Revenue Service including lots while held by the Farmers Home Administration.

(e) Membership in The Association may be increased and the area owned or under the control of The Association may be increased by the Grantor or by a majority vote of The Association provided, however, that the Grantor shall not execute its right to increase the membership without the approval of the Farmers Home Administration.

(f) The members of The Association shall hold their annual meeting on the second Tuesday of January or on such other date as is set forth in the Articles of Incorporation of The Association. The members shall elect the Board of Directors of The Association at that meeting, which Board shall initially

BOOK 432 PAGE 685

consist of five (5) members, all of whom must be lot owners. The number of Directors on the Board may be changed by the membership at their annual meeting.


17. The Association or any lot owner shall have the right to enforce all covenants, restrictions and liens imposed herein. Failure by The Association or any lot owner to enforce any such covenant, restriction or lien shall in no event be deemed a waiver of the right to do so thereafter.

18. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods unless the owners of a majority of lots in this subdivision shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.

19. 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 lot owners or the Grantor 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.

20. The foregoing conditions, restrictions, covenants and lien shall in no way be construed to affect or cover Parcels A and B on the attached plat.

WITNESS the following signatures and seals:

  
Billy J. Tisinger, Trustee of Page-Brooke Land Trust pursuant to a Trust Agreement dated May 23, 1973, a Memorandum of which is recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia in Deed Book 413, at Page 641. (SEAL)

HARRISON & JOHNSTON  
ATTORNEYS AT LAW  
FREDERICK, VIRGINIA



BOOK 432 PAGE 686

STATE OF VIRGINIA,

County OF Frederick, To-wit:

I, Ronald L. Balford, a Notary Public of and for the State and County aforesaid, do certify that Billy J. Tisinger, Trustee of Page-Brooke Land Trust pursuant to a Trust Agreement dated May 23, 1973, a Memorandum of which is recorded in the Clerk's Office of the Circuit Court of Frederick County, Virginia in Deed Book 413, at Page 641, whose name is signed to the foregoing writing, bearing date on the 26<sup>th</sup> day of December, 1976, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 26<sup>th</sup> day of December, 1976

My commission expires November 21, 1977.

Ronald L. Balford  
Notary Public

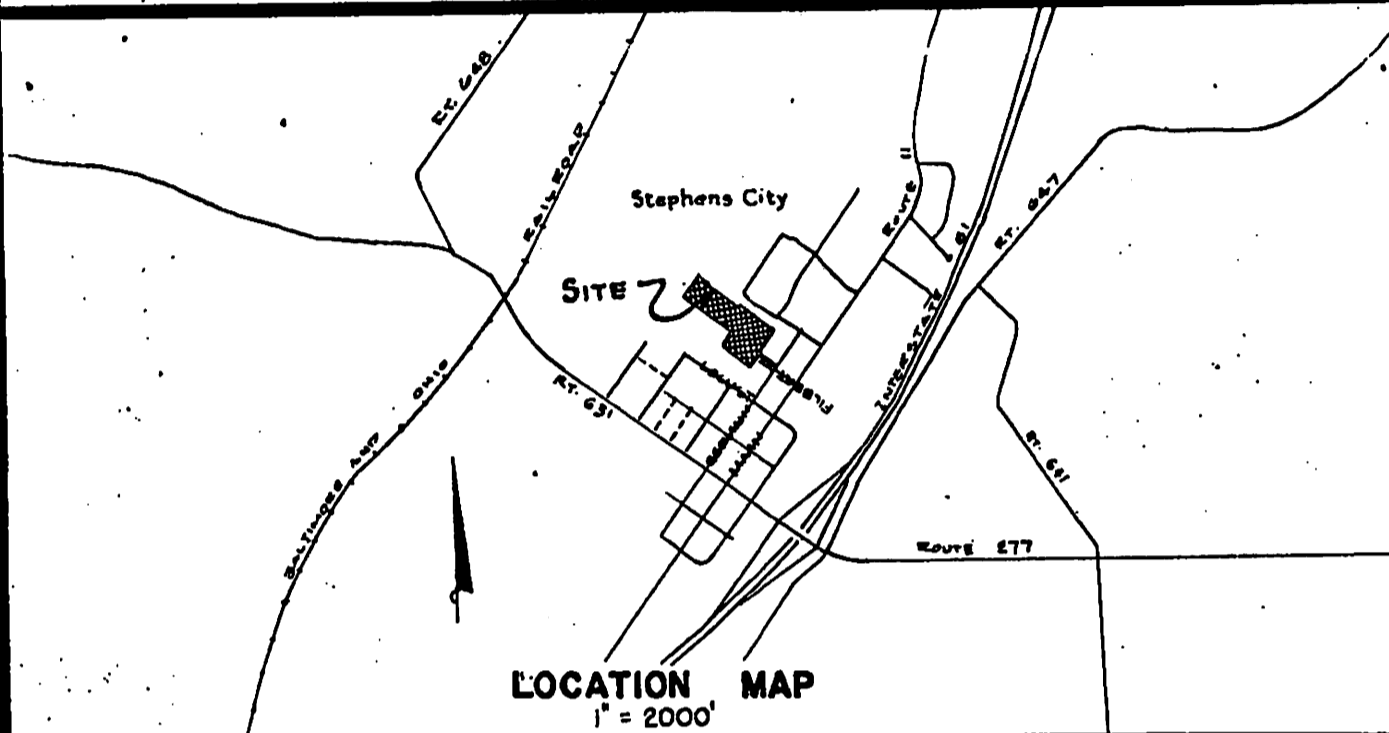
HARRISON & JOHNSON  
ATTORNEYS AT LAW  
WINCHESTER, VIRGINIA

BOOK 482 PAGE 687

# SURRY SQUARE

## FINAL PLAT

### STEPHENS CITY, VIRGINIA



APPROVED BY: William H. Stafield DATE 1-22-76

TOWN OF STEPHENS CITY, AGENT A. Bruce Edens DATE 9/19/77

VIRGINIA DEPARTMENT OF HIGHWAYS John W. ... DATE 1-28-76  
5-6-75  
RER.

LORD FAIRFAX HEALTH DISTRICT William H. Stafield DATE 5-16-75

#### OWNER'S CERTIFICATE

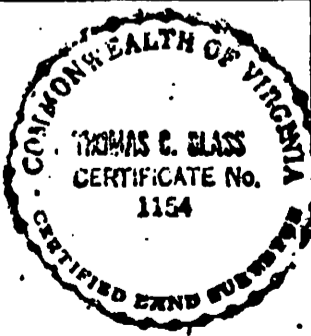
SURRY SQUARE SUBDIVISION, AS IT APPEARS ON THE FOLLOWING PLATS, SHEETS 1 THRU 5 INCLUSIVE, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF PAGEBROOK LAND TRUST.

DATE 12-27-75 BY: Thomas C. Glass TRUSTEE

#### SURVEYOR'S CERTIFICATE

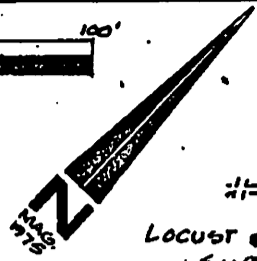
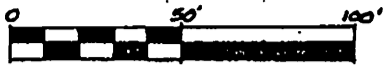
I HEREBY CERTIFY THAT THE FOLLOWING PLATS OF SURRY SQUARE SUBDIVISION ARE CORRECT AND THAT THEY ARE A SUBDIVISION OF THE REMAINDER OF THE LAND CONVEYED TO PAGEBROOK LAND TRUST BY DEED DATED JULY 13, 1973 AND RECORDED IN DEED BOOK 413 PAGE 645 AMONG THE LAND RECORDS OF FREDERICK COUNTY, VIRGINIA.

DATE 5/6/75  
REVISED 7-30-75  
REVISED 12-19-75  
Thomas C. Glass  
CERTIFIED CORRECT



**GLASS & ASSOCIATES**  
ENGINEERS · PLANNERS · SURVEYORS  
WINCHESTER, VIRGINIA 22601

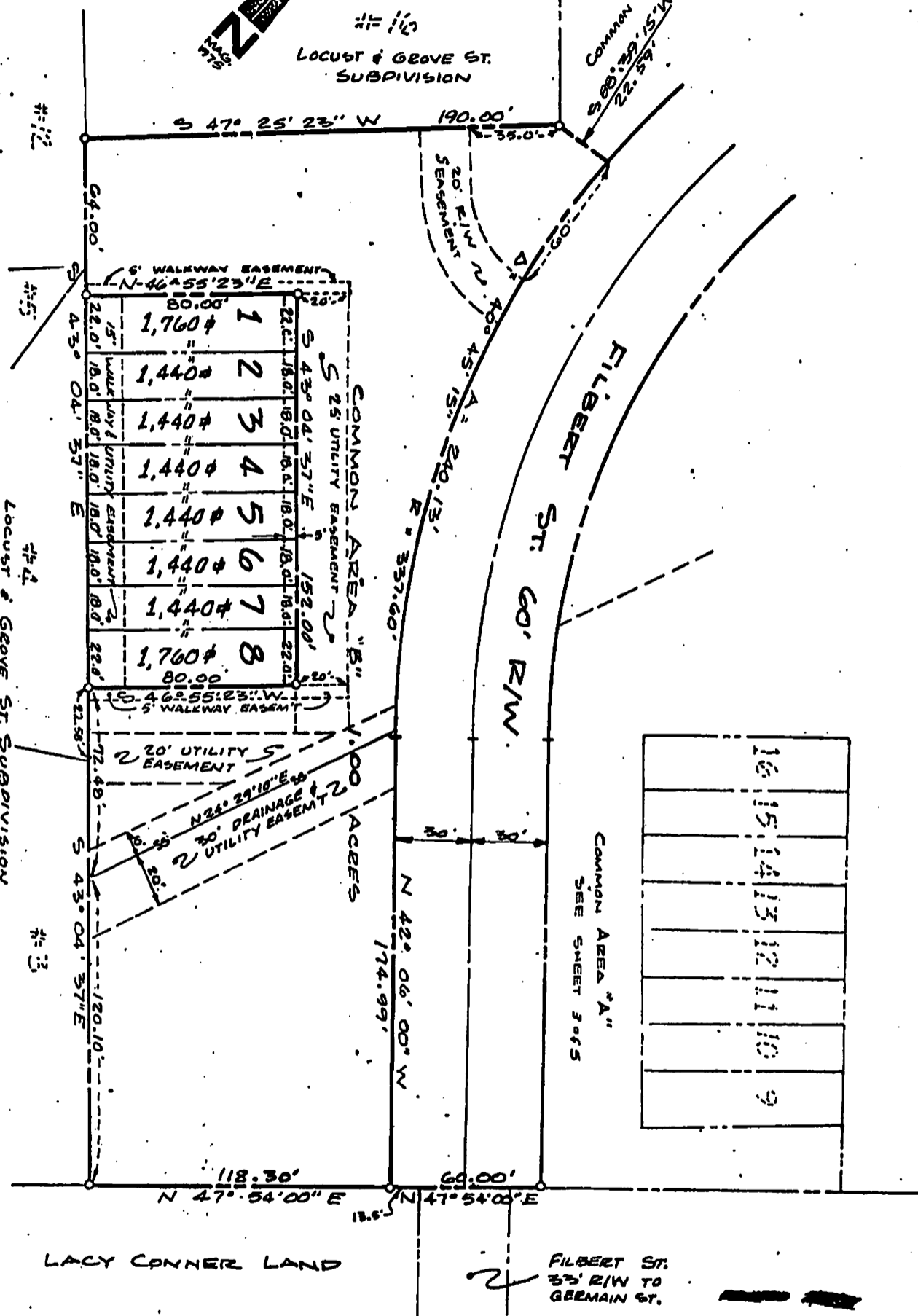
**PAGEBROOK LAND TRUST**  
OWNERS  
WINCHESTER, VIRGINIA 22601



LOCUST & GROVE ST. SUBDIVISION

SEE SHEET 4 OF 5

COMMON AREA "C"



NOTE:  
10' UNDERGROUND TELEPHONE CABLE EASEMENT  
ON THE REAR OF LOTS 1 THRU 8 AND 25 THRU 50.

16
15
14
13
12
11
10
9

LACY CONNER LAND

FILBERT ST.  
33' R/W TO  
GERMAIN ST.

SHEET 2 OF 5

# SURRY SQUARE

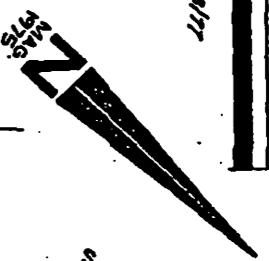
**TRICO ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 7115 Leesburg Pike Falls Church, Virginia 22043  
 Route 3 Box 268 Winchester, Virginia 22601

Certificate of Acknowledgement



date surveyed: 5/6/75

Thomas E. Haas  
certified correct



BOOK 432 PAGE 689

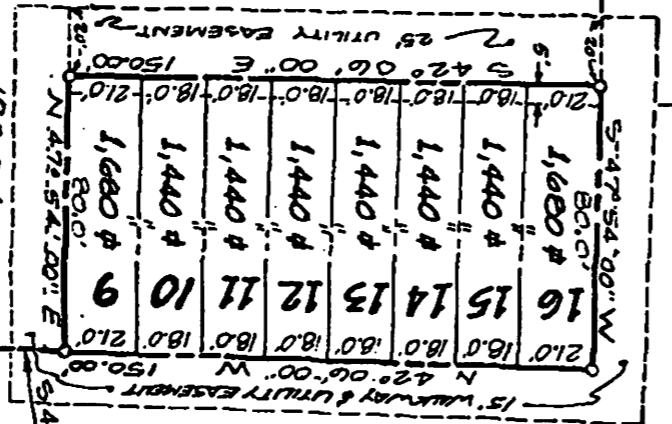
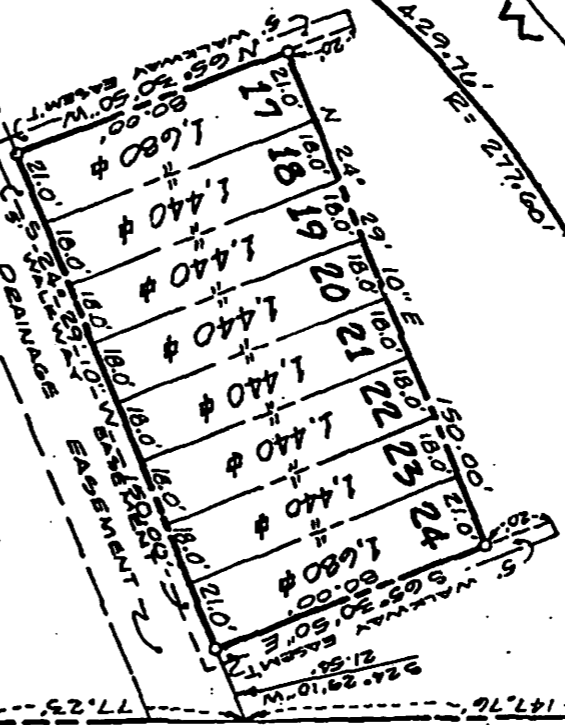
JOHN F. BAKER LAND

LACUER & GAUER  
S.T. SUBDIVISION  
# 115

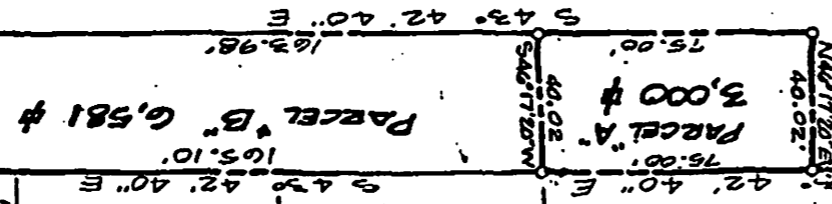
SEE SHEET # OF 5

SECTION I  
COMMON AREA 'B'

FILBERT ST. 60' R/W  
A = 429.74' E = 277.60'



COMMON AREA  
'A'  
1.66 ACRES



SEE SHEET 2 OF 5

FILBERT ST. 35' R/W TO GERMAIN ST.  
RANDOLPH ARMISTEAD LAND  
DANIEL CRAWL LAND

# SURRY SQUARE

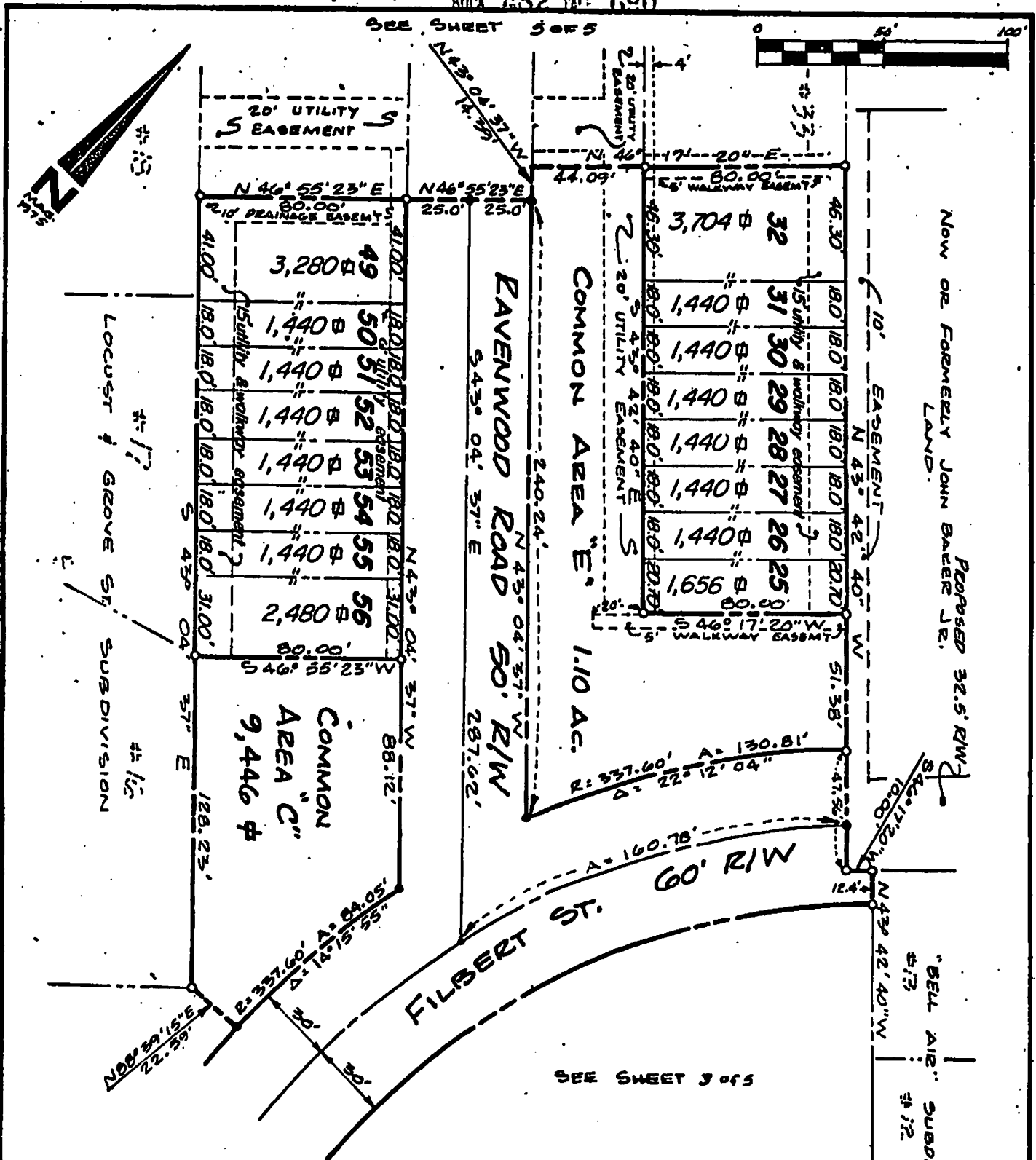
**TRICO ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
7115 Leesburg Pike  
Falls Church, Virginia 22043  
Route 3 Box 269  
Winchester, Virginia 22601

Certificate of Acknowledgement



DATE SURVEYED: 11/17/75  
SHEET 3 OF 5  
certified correct

SEE SHEET 3 OF 5



NOTE:  
 10' UNDERGROUND TELEPHONE CABLE EASEMENT ON THE REAR OF LOTS 1 THRU 8 AND 25 THRU 56.

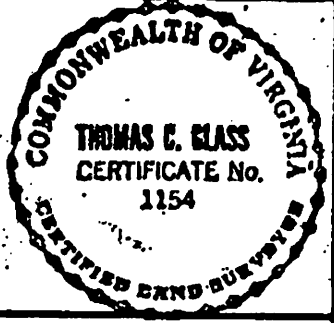
SEE SHEET 3 OF 5

SHEET 4 OF 5

# SURRY SQUARE

**GLASS & ASSOCIATES**  
 ENGINEERS PLANNERS SURVEYORS  
 Route 3 Box 188  
 Winchester, Virginia 22601  
 (703) 869-4255

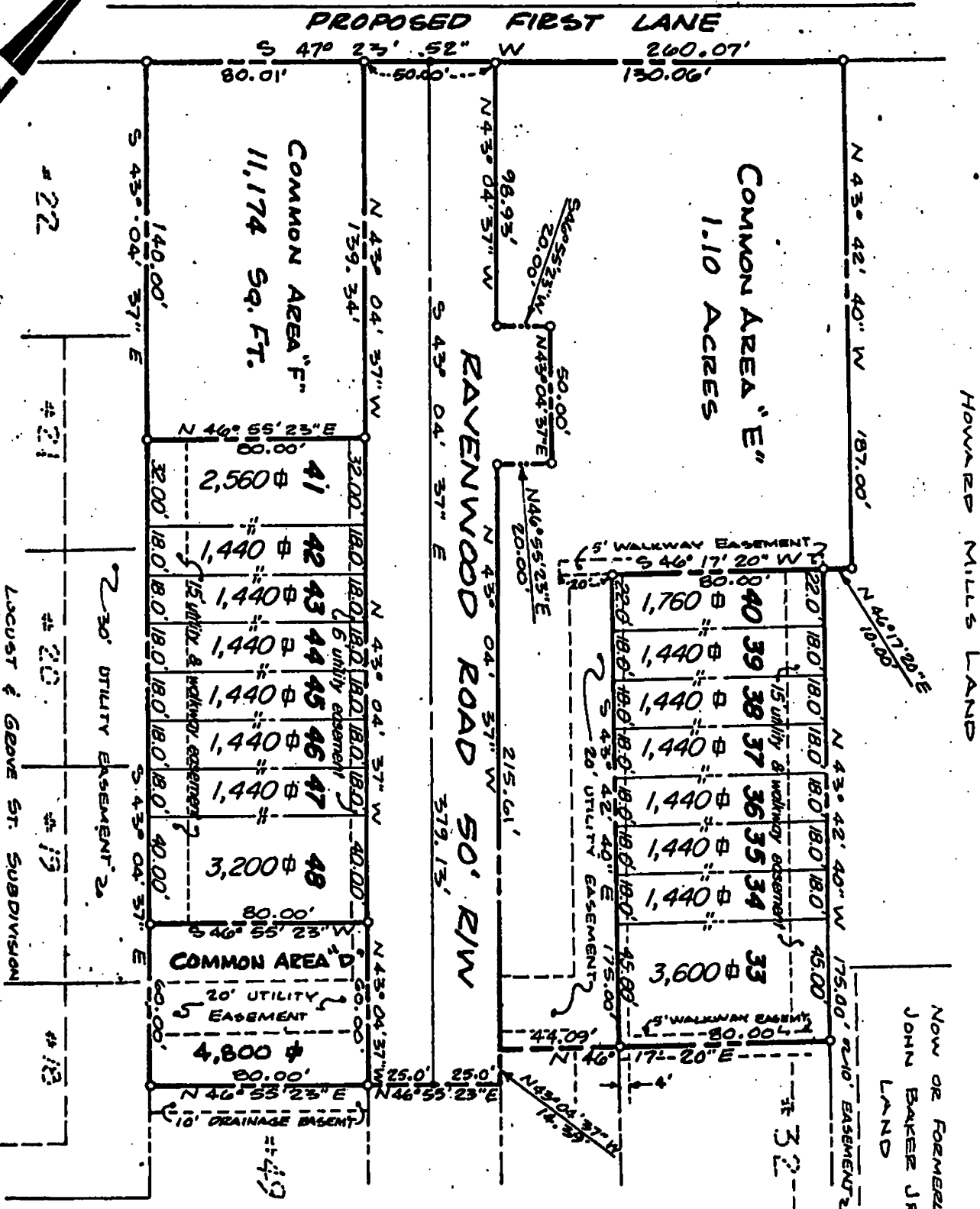
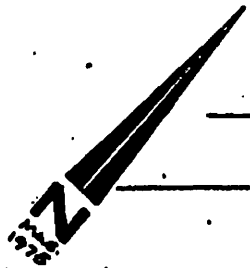
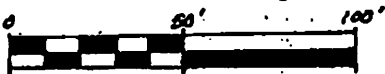
Certificate of Acknowledgment



date surveyed: DEC. 19, 1975

certified correct

BOOK 482 PAGE 691



NOTE: SEE SHEET 4 OF 5  
 10' UNDERGROUND TELEPHONE CABLE EASEMENT ON THE REAR OF LOTS 1 THRU 8 AND 25 THRU 56.

SHEET 5 OF 5

# SURRY SQUARE

**GLASS & ASSOCIATES**  
 ENGINEERS PLANNERS SURVEYORS  
 Route 3 Box 188  
 Winchester, Virginia 22601  
 (703) 869-4255



VIRGINIA FREDERICK COUNTY, Certificate of Acknowledgement  
 This instrument of writing was produced to me on the 1st day of November 1977  
 at 3:10 P.M. and with certificate of acknowledgment thereto annexed was admitted  
 to record.

*George B. Whitacre* Clerk

date surveyed: DEC. 19, 1975  
*Thomas C. Glass*  
 certified correct