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**THIS DEED OF CONSOLIDATION AND DEED OF DEDICATION OF THE TOWNS AT BROOKS MANOR, PHASE 1 ("Deed of Dedication")**, made and dated this 2nd day of August, 2019, by **OAKCREST BUILDERS, INC.**, a Virginia corporation, hereinafter called "**Declarant**"; the **CITY OF WINCHESTER, VIRGINIA**, a municipal corporation chartered by the Commonwealth of Virginia, 15 North Cameron Street, Winchester, Virginia 22601, hereinafter called the "**Grantee**"; **SUMMIT COMMUNITY BANK**, hereinafter called "**Bank**" and **DENNIS L. SNYDER**, hereinafter called "**Sole Acting Trustee**").

**RECITALS:**

A. Oakcrest Builders is the owner of those certain lots or parcels of land, together with all improvements and appurtenances thereto belonging, fronting on the South side of East Southwerk Street, in the City of Winchester, Virginia, being more particularly described as Parcel One, Parcel Two and Parcel Three in that certain Deed dated October 5, 2016, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia as Instrument No. 160002394. Tax Map No.: 233-01-07, 233-01-08 and 233-01-09 (the "**Consolidation Lots**").

B. Oakcrest Builders intends hereby to consolidate the aforesaid Consolidation Lots into that certain parcel of land containing 2.3368 acres, more or less (the "**Consolidation Parcel**"), being more particularly described as "Consolidated Lot 2.3368 Ac." on that certain plat titled "A Plat Consolidating Tax Parcels 233-01-07, 233-01-08 And 233-01-09 And The Final Subdivision Plat Of Phase 1 Of The Towns At Brooks Manor" dated June 28, 2019, drawn by Elliott Ritchie, Jr., L.S., a copy of which is attached hereto and incorporated herein by reference as if set out in full (the "**Consolidation Plat**"). Reference is hereby made to the aforesaid instruments and the references therein contained for a more particular description of the property conveyed hereby.

C. The Consolidation Parcel is subject to that certain Commercial Real Estate Deed of Trust dated September 27, 2018, executed by Oakcrest Builders, Inc. to Dennis L. Snyder

and Garth Kunkle, Trustees, either of whom may act, given to secure Summit Community Bank the principal sum of \$5,000,000.00, which Deed of Trust is of record in the aforesaid Clerk's Office as Instrument No. 180002093 (the "**Summit Bank Deed of Trust**").

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

That for and in consideration of the premises conveyed, and other good and valuable consideration deemed adequate at law, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals:** The Recitals are made a material part hereof and incorporated herein as if set out in full.
2. **Consolidation of Lots:** Oakcrest Builders consolidates the Consolidation Lots described in Recital A, above, into the Consolidation Parcel containing 2.3368 acres, more or less, being more particularly described on Sheet 4 of 10, Sheet 5 of 10 and Sheet 6 of 10 on the attached Consolidation Plat.
3. **Lender's Consent:** Summit Bank, secured party under the above-referenced Summit Bank Deed of Trust, consents to the terms of this Deed of Consolidation and hereby directs the Trustee to execute this Deed of Consolidation in order to consent to the terms hereof.

**RECITALS:**

A. The Declarant intends to subdivide a portion of the Consolidated Parcel into those certain townhouse lots designated as Lots 1 - 10, inclusive, that certain open space, private street and ingress/egress easement, as more particularly described on that certain plat titled "A Plat Consolidating Tax Parcels 233-01-07, 233-01-08 And 233-01-09 And The Final Subdivision Plat Of Phase 1 The Towns At Brooks Manor" dated July 23, 2019, drawn by Elliott Ritchie, Jr., L.S., a copy of which is attached hereto and incorporated herein by reference as if set out in full (the "**Subdivision Plats**").

B. The Declarant intends to create certain easements in connection with the

construction and development of townhomes to be located upon Lots 1 - 10, inclusive of The Towns At Brooks Manor, Phase 1, as more fully set forth hereinafter.

C. The Declarant has created The Towns At Brooks Manor Homeowners Association, Inc., a Virginia non-stock corporation, in order to manage, maintain and repair the Open Space, including the private street designated as Oakdyn Court, together with maintenance of street lights, landscaping, snow removal and other obligations in connection with the Townhouse Lots, located within The Towns At Brooks Manor, Phase 1, as more fully set forth hereinafter.

D. The Consolidation Parcel is subject to the lien of that certain Commercial Real Estate Deed of Trust dated September 27, 2018, from Oakcrest Builders, Inc. to Dennis L. Snyder and Garth Kunkle, Trustees, either of whom may act, given to secure Summit Community Bank the principal sum of \$5,000,000.00, which Deed of Trust is of record in the aforesaid Clerk's Office as Instrument No. 180002093 (the "**Summit Bank Deed of Trust**").

**NOW, THEREFORE, THIS DEED OF DEDICATION WITNESSETH:** That for and in consideration of the premises and the benefits which will accrue by reason of this Deed of Dedication and in order to provide for the preservation and enhancement of the value of the residential townhouse community known as The Towns At Brooks Manor, Phase 1 and for the maintenance, upkeep and repair of the Common Areas (as hereinafter defined), the Declarant hereby imposes the restrictive covenants, assessments, conditions and easements upon Lots 1 through 10, inclusive, Open Space "A", and Oakdyn Court (Private Street), as more fully set forth on the Subdivision Plats.

All of the Lots shown on the aforesaid Subdivision Plats shall be subject to the following restrictions, covenants and easements, which shall constitute covenants real running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid Lots 1 through 10, inclusive, Open Space "A", and Oakdyn Court, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### **ARTICLE I**

## DEFINITIONS

Section 1. **"Association"** shall mean and refer to The Towns At Brooks Manor Homeowners Association, Inc., a non-stock Virginia Corporation, its successors and assigns.

Section 2. **"Board"** shall mean and refer to the Board of Directors of the Association, as referenced in Article III, below.

Section 3. **"City"** shall mean and refer to the City of Winchester, Virginia.

Section 4. **"Common Areas"** shall mean and refer to Open Space "A" designated as "Open Space A 0.5032 Acres" and Oakdyn Court, designated as "Oakdyn Court (Private Street) (Ingress/Egress Easement)", as more fully set forth on the Subdivision Plats attached hereto.

Section 5. **"Common Council"** shall mean and refer to the Common Council of the City of Winchester, Virginia.

Section 6. **"Declarant"** shall mean and refer to Oakcrest Builders, Inc., a Virginia Corporation, its successors and assigns.

Section 7. **"Lot"** shall mean and refer to any of the townhouse lots designated as Lots 1 through 10, inclusive, of The Towns At Brooks Manor, Phase 1, with the exception of Open Space "A", and Oakdyn Court, which are designated as part of the "Common Areas", above.

Section 8. **"Member"** shall mean and refer to every person or entity who holds membership in the Association.

Section 9. **"Open Space"** shall mean and refer to Open Space "A", designated as "Open Space "A" 0.5032 Acres" on the attached Subdivision Plats.

Section 10. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of The Towns At Brooks Manor, Phase 1, as shown on the Subdivision Plats, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. **"Townhouse"** shall mean and refer to the townhouses erected by the

Declarant or any successor entitled to the Declarant on each Lot in The Towns At Brooks Manor, Phase 1.

## **ARTICLE II**

### **MEMBERSHIP**

Every Owner of a Lot, including contract sellers, shall be a member of the Association and subject to the restrictive covenants and assessments set forth in this Deed of Dedication. 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 which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

## **ARTICLE III**

### **VOTING RIGHTS**

Each Lot shall have one vote for each Lot owned in which said Member shall hold the interest required for membership in Article II. When more than one person holds such interest in any Lot, all such persons shall be Members. 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.

### **BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be managed by a Board of not less than three (3), but no more than five (5) directors.

Section 2. The initial Board of Directors shall be appointed by the Declarant and shall serve until the first annual meeting following conveyance of the first Lot in The Towns At Brooks Manor, Phase 1. The initial Board of Directors may or may not be members of the Association.

Section 3. After appointment of the initial Board of Directors, any subsequent Board of Directors shall be elected by the Membership as determined in the By-Laws of the

Association, and must be members of the Association.

#### **TREASURER**

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

#### **ARTICLE IV**

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

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

- (a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the aforesaid Common Areas and in aid thereof to mortgage said Common Areas and the rights of such mortgagee in said Common Areas shall be subordinate to the rights of the Homeowners hereunder.
- (b) The rights of the Association to suspend the voting rights and the right to the use of the Common Areas by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- (c) The rights of the Association 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 Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

Section 2. **Delegation of Use:** Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who reside on the Lot.

Section 3. **Title to Open Space/Private Use:**

- (a) The Declarant hereby covenants that it will convey fee simple title to Open

Space "A" to the Association prior to the conveyance of the first Lot.

(b) The Common Areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Owners of Lots in The Towns At Brooks Manor, Phase 1.

## **ARTICLE V**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION**

Section 1. **Assessments**: The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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, 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, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by such successors in title.

Section 2. **Purpose of Assessments**: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Common Areas and, in particular, for the improvement, repair and maintenance of the Common Areas, payment of real estate taxes, repairs, snow removal, storm drainage repair, maintenance, repair and reconstruction of underground roof drains, lighting for the Common Areas and services and facilities devoted to the aforesaid purposes and related to the use of and enjoyment of the Common Areas for The Towns At Brooks Manor, Phase 1.

Section 3. **Basis and Maximum of Annual Assessments**:

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Ninety Dollars (\$1,090.00) per year per Lot, which sums shall be allocated to the operating account and the capital reserves account as deemed appropriate by the Association.

(b) At any time during the fiscal year, the Board shall be authorized to increase the annual assessments in an amount up to but not to exceed 5% of the amount of the current assessments without a vote of the Members in order to meet the budget projections of the Association for the following fiscal year.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, after consideration of the current maintenance costs and further needs of the Association, the maximum annual assessment per Lot may be increased above the amount set forth in Sections 3(a) and 3 (b), above, by a vote of the Members for the next succeeding year and at the end of each year's period, for each succeeding period of one year; provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

(d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 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, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than



thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. **Uniform Rate of Assessments:** Subject to the exemption of Lots owned by the Declarant as set forth in Section 10, below, both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. **Quorum for any Action Authority Under Sections 3 and 4, above:** At the first meeting called, as provided in Sections 3 and 4 of this Article V, the presence at the meeting of Members or of proxies entitled to cast two-thirds (2/3) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 7. **Date of Commencement of Annual Assessments:** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. **Effect of Non-Payment of Assessments: Remedies of the Association:** 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, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any Deed of Trust or Deeds of Trust now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any Deed of Trust, pursuant to a judicial or non-judicial foreclosure thereof, shall extinguish the lien of such assessments which remain unpaid after such foreclosure sale occurs. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. **Exempt Property:** The following property subject to this Deed of Dedication shall be exempt from the assessments created herein; (a) the Common Areas; (b) all Lots owned by the Declarant, unless the Declarant leases the Townhouse constructed upon such Lot, in which case such leased Lot or Lots owned by the Declarant shall be subject to the assessments imposed by this Deed of Dedication.

Section 11. **Failure to Maintain Common Areas:**

(a) In the event that the Association, or any successor organization, shall at any time fail to maintain the Common Areas in reasonable order and condition in accordance with the site plan previously filed with the City, Common Council may serve written notice upon the Association or upon the residents of The Towns At Brooks Manor, Phase 1 setting forth the manner in which the Association has failed to maintain the Common Areas in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be remedied within thirty (30) days thereof, and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing, Common Council

may modify the terms of the original notice as to the deficiencies and may give an extension of time in which they shall be remedied. If the deficiency set forth in the original notice or the modifications thereof shall not be remedied within said thirty (30) days or any extension thereof, the City, in order to preserve the taxable values of the Lots within The Towns At Brooks Manor, Phase 1 and to prevent the Common Areas from becoming a public nuisance, may enter upon said Common Areas and maintain the same for a period of one (1) year. Said entry and maintenance shall not vest in the public any rights to use the Common Areas. Before the expiration of said year, the City shall, upon its initiative or upon the request of the Association, call a public hearing upon notice to the Association, or to the residents of The Towns At Brooks Manor, Phase 1 to be held by Common Council, at which hearing the Association or the residents of The Towns At Brook Manor, Phase 1 shall show cause why such maintenance by the City shall not at the election of the Common Council continue for a succeeding year. If the Common Council shall determine that the Association is ready and able to maintain said Common Areas in reasonable condition, the Common Council shall cease to maintain said Common Areas at the end of said year. If the Common Council shall determine that the Association is not ready or able to maintain the Common Areas in a good, clean and safe condition, the Common Council may, in its discretion, continue to maintain said Common Areas, subject to a similar hearing and determination in the next succeeding year and in each year thereafter.

(b) The cost of such maintenance by the City shall be assessed ratably against the Lots within The Towns At Brooks Manor, Phase 1 that have the right of enjoyment of the Common Areas and shall become a tax lien on said Lots. The City at the time of entering upon said Common Areas for the purpose of maintenance shall file a notice of such lien in the Office of the Clerk of the Circuit Court for the City of Winchester, Virginia.

Section 12. **Supplemental Transfer Assessment**: The Owner of any Lot (excluding the Declarant) shall at the closing upon the sale and conveyance of such Lot, pay unto the Association the sum of Two Hundred Fifty Dollars (\$250.00) for each Lot sold and conveyed (the "**Supplemental Transfer Assessment**"), which sum shall be added to and become part of

the funds collected by the Association as Capital Assessments for future capital improvements. The Declarant shall not be subject to the Supplemental Transfer Assessment upon the sale and conveyance of any Lot owned by the Declarant.

## ARTICLE VI

### USE, RESTRICTIONS AND COVENANTS

The Lots in The Towns At Brooks Manor, Phase 1 shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the title to the Lots, or any part thereof. The restrictions, covenants and conditions shall be binding upon all parties residing upon or having any right, title or interest in and to said Lots or any part thereof (including, but not limited to any tenants of any Townhouse that is leased by the Owner thereof), their heirs, successors and/or assigns. The restrictions, covenants and conditions set forth hereinafter shall inure to the benefit of the Owner of any Lot in The Towns At Brooks Manor, Phase 1 and to the benefit of the Association:

1. All Lots shall be used for single-family residential purposes only.
2. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot, which signs shall not exceed five (5) square feet in area; provided, however, that the signs used by the Declarant to advertise the Property during construction and sale shall not be subject to the terms of this restriction. No "For Rent" signs shall be allowed or displayed on any Lot which is offered for rent by the Owner.
3. No boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton [or less] vans) shall be permitted on any Lot or upon the Common Areas. No motor vehicle, or material portion thereof, which does not have a current license and current inspection sticker, if applicable, shall be permitted on any Lot or the Common Areas.
4. (a) No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers. No outdoor kennels shall be

permitted on any Lot.

(b) No dogs, cats or other household pets shall be allowed to run at large.

(c) The maximum number of common household pets (excluding service animals which shall not be included in any calculations) permissible upon any Lot shall be as follows: Dogs - 2 and Cats - 2.

5. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the other Owners of Lots in The Towns At Brooks Manor, Phase 1.
6.
  - (a) In the event that a Townhouse situate upon any Lot is destroyed, the Owner of the Townhouse, within thirty (30) days from said destruction, shall clear away any debris and the remaining portion of the Townhouse and maintain the Lot in a neat and orderly condition.
  - (b) The Owner shall reconstruct the Townhouse in substantial conformity with the plans and specifications applicable to the original Townhouse constructed by the Declarant or the successors entitled to the Declarant upon the Lot. Such reconstruction shall be completed within twelve (12) months from the date of destruction of the Townhouse, unless the completion of such Townhouse is delayed due to strikes, casualty, losses, national emergencies or other causes beyond the control of the Owner.
  - (c) The exterior colors of any Townhouse on any Lot shall not be changed from the original exterior color applied at the time of the original construction of the Townhouse without the prior written approval of the Association.
7. In the event a Townhouse or other appurtenant structure situate upon the Lot is damaged, or has materially deteriorated, the Owner shall immediately repair the damage or deterioration at the Owner's sole cost and expense.
8.
  - (a) No Lot shall be used or maintained as a dumping ground for rubbish.
  - (b) Trash, garbage or other waste shall at all times be kept in closed sanitary containers. Except on the date of garbage pickup, at which time all sanitary containers shall be placed curbside, no refuse or any container for same shall be placed or stored in front

of any Townhouse.

9. No exterior clothes lines, or hanging device, shall be permitted on any Lot.
10. No business, commercial enterprise or occupation of any kind shall be carried on, conducted or permitted in or on any Lot.
11. Each Owner shall keep the Townhouse and all other improvements located upon each Lot owned by him in good order and repair and free of debris, including, but not limited to, the painting (or other appropriate external care) of the Townhouse constructed thereon, all in a manner and with such frequency as is consistent with good property management.
12. (a) All Owners shall comply with the landscaping plans and standards established by the Declarant and its designee(s)/assignee to insure an orderly and uniform landscaping scheme for The Towns At Brooks Manor, Phase 1. No modification or change in the landscaping plan shall be permitted without the prior written approval of the Association.  
  
(b) Lot Owners shall be permitted to plant flowers in the mulched areas (but not within the yard) of each Lot. No birdbaths, swing sets, flag poles, statues or other items shall be placed within the lawn area of each Lot. No gardens shall be permitted within the lawn area of each Lot.
13. (a) No satellite dish or antenna with a diameter greater than 40 inches shall be erected, used or maintained outdoors on any Lot for the purpose of receiving video programing, television, radio, electronic, wireless or other signals.  
  
(b) Any satellite dish or antenna must be installed on the rear of the Townhouse constructed upon the Lot, and shall be located upon the roof above the eaves.  
  
(c) No cell tower, including monopoles or towers of other design shall be erected, used or maintained outdoors on any Lot or Common Areas.
14. No tree shall be planted or other digging undertaken upon any Lot without first securing the approval of the local utility companies and without first being advised as to the location of all underground

electrical, telephone, cable or other lines or conduits.

15.
  - (a) No separate or detached building or garage shall be permitted on any Lot.
  - (b) Any expansion of any Townhouse located upon any Lot, including but not limited to, the addition of decks, porches, and/or additional rooms must have the prior written approval of the Association and all applicable permits and approvals from the City of Winchester, Virginia.
  - (c) No basketball backboard rims or nets shall be permitted upon the Common Areas.
  - (d) No additional patio (other than the patio installed at the time of the initial construction of the Townhouse) shall be constructed upon any Lot without the prior written approval of the Association.
  - (e) Mailboxes shall be restricted to those approved by the Association.
  - (f) No fences shall be permitted upon Lots 1 - 10, inclusive of The Towns At Brooks Manor, Phase 1.
16. No motorcycle, snowmobile, all terrain vehicle, "dirt bike", moped, scooter, golf cart or other motorized recreational vehicle shall be operated upon any Lot or the Common Areas, except that properly licensed and inspected motorcycles may be used as a means for transportation directly to and from a Townhouse located upon any Lot. No repair of motor vehicles shall be permitted on any Lot or the Common Areas. No recreational vehicles, house trailers, or commercial or industrial vehicles, including, but not limited to, moving vans, tractors, trailers, wreckers, buses, boats, boating equipment, travel trailers, golf carts, horse trailers or camping equipment shall be allowed to be parked on any Lot or the Common Areas. The provisions of this Section 16 shall not apply to any ongoing construction, development or improvement on any Lot by the Declarant or any builder.
17. No Lot may be further subdivided or conveyed except as a whole. This restriction shall not be construed so as to prohibit the conveyance of such minimal amounts of land as may be necessary to resolve boundary adjustments between contiguous Lots.
18. The Declarant or its designee(s)/assignee (specifically including the Association) shall not be liable to any person or entity whatsoever for any

exercise or non-exercise of the powers herein accorded.

19. The covenants and restrictions set forth in this Article VI may be amended by instrument signed by not less than two-thirds vote of the Owners. Any amendment must be properly recorded among the land records in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in order to become binding and effective.
20. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect. The failure of the Owners of Lots in The Towns At Brooks Manor, Phase 1, the Declarant or its assignee, or the Association 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.
21. The Declarant herein reserves and shall have the right alone to waive any one or more of the restrictive covenants and conditions contained herein as to any Lot owned by the Declarant, except for Restriction No. 1 under this Article VI of this Deed of Dedication pertaining to single family residential use of the Lots located in The Towns At Brooks Manor, Phase 1, which Restriction No. 1 shall not be waived hereafter by the Declarant as to the Lots in The Towns At Brooks Manor, Phase 1. Any such waiver shall not affect the binding effect of the remaining covenants and restrictions upon any other Lot. The Declarant further reserves the right alone to impose additional restrictive covenants and restrictions as to any Lot or Lots owned by it at the time of the imposition and such imposition shall not affect the binding effect of the covenants or restrictions upon any other Lot or Lots owned by the Declarant.

## ARTICLE VII

### EASEMENTS

Section 1. The Declarant, for a period of five (5) years from the date of conveyance of the first Lot in The Towns At Brooks Manor, Phase 1 reserves a blanket easement and right on, over and under the ground within The Towns At Brooks Manor, Phase 1 development to maintain and correct drainage of surface water in order to



maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action deemed reasonably necessary by the Declarant, following which the Declarant shall restore the affected property within The Towns At Brooks Manor, Phase 1 development to substantially its original condition. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes the giving of such notice.

Section 2. The Declarant hereby impresses and creates those certain easements designated as "20' Water Line Easement", "20' Sanitary Sewer Easement", and that certain "10' Landscape Easement" over a portion of the Lots and Open Space "A", and that certain "Drainage Easement" over a portion of future Phase 2 of The Towns At Brooks Manor, as more fully set forth on the Subdivision Plats attached hereto.

Section 3. The Declarant hereby grants, conveys and dedicates unto the City, and its successors and assigns, that certain easement designated as "20' Water Line Easement" over a portion of the Lots and Open Space "A" (the "**Water Line Easement**"), as more fully set forth on the Subdivision Plats attached hereto.

(i) The Water Line Easement is a perpetual, appurtenant and permanent easement for the purpose of constructing, operating, maintaining, adding to, altering or replacing, present or future water mains, including but not limited to fire hydrants, valves, meters, building service connections and connection lines and other appurtenant facilities for the transmission and distribution of water.

(ii) All water mains, lines, and appurtenant facilities which are installed in the Water Line Easement shall be and remain the property of the City, its successors and assigns.

(iii) The City, and its agents shall have full and free use of said Water Line

Easement for the purposes named herein, and shall have all rights and privileges reasonably necessary to the exercise of the Water Line Easement. In the event the City is unable reasonably to exercise the right of ingress and egress over the Water Line Easement, the City shall have the right of ingress and egress over the lands adjacent to such Water Line Easement in order to access the Water Line Easement; 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 City to erect any building, structure or facility on such adjoining land.

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

Section 4. The Declarant hereby grants, conveys and dedicates unto the City, and its successors and assigns, that certain easement designated as "20' Sanitary Sewer Easement" over a portion of the Lots and Open Space "A" (the "Sanitary Sewer Easement"), as more fully set forth on the Subdivision Plats attached hereto.

(i) The Sanitary Sewer Easement is a perpetual, appurtenant and permanent easement for the purpose of constructing, operating, maintaining, adding to, altering or

replacing, present or future sanitary sewer mains, including but not limited to valves, meters, building service connections and connection lines and other appurtenant facilities for the transmission and distribution of sanitary sewage.

(ii) All sanitary sewer mains, lines, and appurtenant facilities which are installed in the Sanitary Sewer Easement shall be and remain the property of the City, its successors and assigns.

(iii) The City, and its agents shall have full and free use of said Sanitary Sewer Easement for the purposes named herein, and shall have all rights and privileges is unable reasonably to exercise the right of ingress and egress over the Sanitary Sewer Easement, the City shall have the right of ingress and egress over the lands adjacent to such Sanitary Sewer Easement in order to access the Sanitary Sewer Easement; 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 City to erect any building, structure or facility on such adjoining land.

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

Section 5. The Declarant hereby grants, conveys and dedicates unto the City, and its successors and assigns, that certain easement designated as "Drainage Easement" over a portion of future Phase 2 of The Towns At Brooks Manor, as more particularly described on Sheet 5 of 10 and Sheet 6 of 10 on the Subdivision Plats attached hereto (the "**Drainage Easement**") to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance.

(i) The Drainage Easement shall expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action deemed reasonably necessary by the City, following which the City shall restore the affected property within the Drainage Easement to substantially its original condition. The City shall give reasonable notice of its intent to take such action to all affected owners unless in the opinion of the City an emergency exists which precludes the giving of such notice.

(ii) The Drainage Easement is a perpetual, appurtenant and permanent easement, running with the title to the lands subject thereto.

#### **ARTICLE VIII**

#### **LENDER CONSENT**

The Bank, the beneficiary under the Summit Bank Deed of Trust, hereby consents to the terms of this Deed of Dedication of The Towns at Brooks Manor, Phase 1, and directs the Trustee to execute this Deed of Dedication in order to subordinate the lien of the Summit Bank Deed of Trust to the easements created under Article VII of this Deed of Dedication.

#### **ARTICLE IX**

#### **GENERAL PROVISIONS**

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

restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Deed of Dedication. Failure by the Declarant (so long as the Declarant is vested with the title to a Lot), the Association, and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs which may be incurred in the successful enforcement of the restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, whether incurred by the Declarant, the Association or by any Owner, shall be borne by the party against which action is taken and such costs shall include reasonable attorney's fees, costs, and expenses, provided that the Declarant, the Association, and/or the Owner substantially prevails in such proceeding.

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

Section 3.     Amendment:   The terms and provisions of this Deed of Dedication shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Deed of Dedication, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Deed of Dedication is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Deed of Dedication may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4.     Dissolution:   Upon dissolution of the Association, other than

incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created or for general welfare of the residents of The Towns At Brooks Manor, Phase 1. In the event that such dedication is refused acceptance, such assets shall be deemed vested in the Members of the Association as tenants in common.

Section 5.     Successors and Assigns: The terms of this instrument shall extend to and be binding upon the successors and assigns of Oakcrest Builders.

Section 6.     Declarant's Consent: The terms of this Deed of Dedication of The Towns At Brooks Manor, Phase 1 is made with the free consent and in accordance with the desire of the undersigned Declarant.

In accordance with Section 15.2-1803 of the Code of Virginia (1950, as amended), the form of this Deed has been examined and approved by Robert T. Mitchell, Jr., Interim City Attorney for the City of Winchester, Virginia, as evidenced by his signature hereupon. In addition, the conveyance of the real estate hereinabove described is hereby accepted by the City of Winchester, Virginia, in accordance with the requirements of the same said statute, as evidenced by the signature of Eden E. Freeman, City Manager, hereupon along with a certified copy of Resolution No. 2016-5 authorizing said acquisition herein attached.

[Signatures appear on following the following pages]

WITNESS the following signatures and seals:

OAKCREST BUILDERS, INC.

By: James T. Vickers (SEAL)  
James T. Vickers, President

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

The foregoing instrument was acknowledged before me on the 2nd day of Aug., 2019, by James T. Vickers, President of Oakcrest Builders, Inc., a Virginia corporation, and whose name is signed to the foregoing Deed of Consolidation and Deed of Dedication of The Towns At Brooks Manor, Phase 1, dated the 2nd day of August, 2019.

My commission expires Dec 31, 2021.



Violet Jarrett  
NOTARY PUBLIC

SUMMIT COMMUNITY BANK

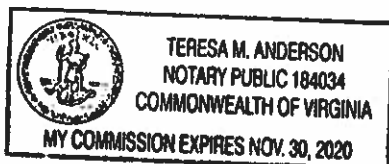
By: Steven D. Tavenner (SEAL)  
Steven D. Tavenner,  
Senior Vice President

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

The foregoing instrument was acknowledged before me on the 2nd day of August, 2019, by Steven D. Tavenner, who is Senior Vice President of Summit Community Bank, and whose name is signed to the foregoing Deed of Consolidation and Deed of Dedication of The Towns At Brooks Manor, Phase 1, dated the 2nd day of August, 2019.

My commission expires 11/30/2020.

Teresa M. Anderson  
NOTARY PUBLIC



IN WITNESS WHEREOF, the City of Winchester, Virginia has caused this Deed of Consolidation and Deed of Dedication of The Towns At Brooks Manor, Phase 1 to be executed by Eden E. Freeman, its City Manager, and its seal to be hereunto affixed and attested to by the Deputy Clerk, Kerri A. Mellott, all on this 13<sup>th</sup> day of August, 2019.

CITY OF WINCHESTER, VIRGINIA

By: Eden E. Freeman (SEAL)  
EDEN E. FREEMAN, City Manager

ATTEST:

Kerri A. Mellott  
Kerri A. Mellott  
Deputy Clerk of the Common  
Council

APPROVED AS TO FORM:

Benjamin M. Butler 8-8-19  
BENJAMIN M. BUTLER Date  
Interim City Attorney for the  
City of Winchester, Virginia

STATE OF VIRGINIA, AT LARGE,

CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of August, 2019, by Eden E. Freeman, who is City Manager, and Kerri A. Mellott, Deputy Clerk of the Common Council of the City of Winchester, Virginia, whose names are signed to the foregoing Deed of Consolidation and Deed of Dedication of The Towns At Brooks Manor, Phase 1, dated the 2<sup>nd</sup> day of August, 2019.

My commission expires June 30, 2023.

Carolyn Ann Barrett  
NOTARY PUBLIC

Deeds\The Towns at Brooks Manor  
Deed of Dedication  
8/7/19



Carolyn Ann Barrett  
Commonwealth of Virginia  
Notary Public  
Commission No. 7640980  
My Commission Expires 6/30/23

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



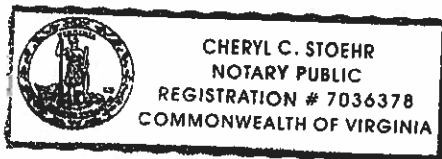
Dennis L. Snyder (SEAL)  
DENNIS L. SNYDER, Sole  
Acting Trustee

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

The foregoing instrument was acknowledged before me on the 12 day of  
August, 2019, by Dennis L. Snyder, Sole Acting Trustee, whose name is signed to  
the foregoing Deed of Consolidation and Deed of Dedication of The Towns At Brooks  
Manor, Phase 1, dated the 12 day of August, 2019.

My commission expires March 31, 2022

Cheryl C. Stoehr  
NOTARY PUBLIC





*Ydeng. Freeman*  
CITY MANAGER

26 July 2019

BY: James N. Vignone  
ON BEHALF OF OAKCREST BUILDERS, INC., A VIRGINIA CORPORATION

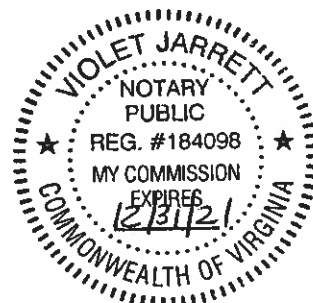
7-26-19  
DATE

STATE OF Virginia  
CITY/COUNTY OF Winchester

BEFORE ME THIS 26 DAY OF July, 2019.

BY James Vickers  
ON BEHALF OF OAKCREST BUILDERS, INC., A VIRGINIA CORPORATION

NOTARY PUBLIC Violet Garrett MY COMMISSION EXPIRES 12-31-21

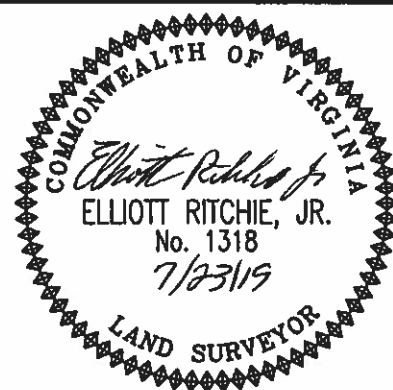


I, HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS CONSOLIDATION PLAT AND FINAL SUBDIVISION PLAT, PHASE 1, TOWNS AT BROOKS MANOR IS THE SAME LAND CONVEYED TO OAKCREST BUILDERS, INC., A VIRGINIA CORPORATION, BY DEED DATED OCTOBER 5, 2016 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CITY OF WINCHESTER, VIRGINIA AS INSTRUMENT NUMBER 160002394.

A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
AND THE  
FINAL SUBDIVISION PLAT OF  
PHASE 1  
**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
JULY 23, 2019

1806008-OAKCREST

*SHEET 1 OF 10*



**PAINTER-LEWIS, P.L.C.**

817 CEDAR CREEK GRADE  
Winchester, Virginia 22601

Telephone (540) 662-5792  
Facsimile (540) 662-5793

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

# CURVE TABLE

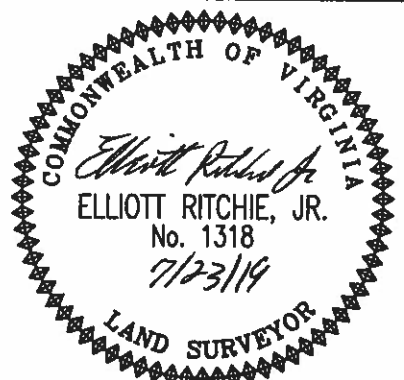
CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	11.43'	33°34'59"	19.50'	5.88'	S00°20'05"E	11.27'
C2	11.47'	33°42'10"	19.50'	5.91'	N33°18'28"E	11.31'
C3	35.85'	83°49'45"	24.50'	21.99'	S58°22'17"W	32.73'
C4	2.64'	06°10'18"	24.50'	1.32'	N76°37'42"W	2.64'
C5	38.48'	90°00'03"	24.50'	24.50'	S61°27'26"W	34.65'
C6	7.07'	90°00'00"	4.50'	4.50'	S28°32'36"E	6.36'
C7	27.49'	90°00'00"	17.50'	17.50'	N61°27'24"E	24.75'
C8	7.07'	90°00'00"	4.50'	4.50'	N28°32'36"W	6.36'
C9	17.96'	52°46'17"	19.50'	9.67'	S47°09'27"E	17.33'
C10	12.67'	37°13'43"	19.50'	6.57'	S02°09'27"E	12.45'
C11	30.63'	90°00'00"	19.50'	19.50'	S28°32'36"E	27.58'
C29	7.07'	90°00'00"	4.50'	4.50'	N61°27'24"E	6.36'
C34	48.01'	58°31'50"	47.00'	26.34'	S45°43'19"W	45.95'
C38	6.03'	13°48'34"	25.00'	3.03'	N33°31'33"E	6.01'
C39	65.50'	62°29'10"	60.06'	36.44'	N57°53'56"E	62.30'
C40	2.17'	27°38'41"	4.50'	1.11'	N02°38'07"E	2.11'

## NOTES:

- CURRENT OWNER: OAKCREST BUILDERS, INC.  
INSTRUMENT NUMBER 160002394  
TM#233-01-07, 223-01-08 & 233-01-9  
203, 207 & 217 EAST SOUTHWERK STREET  
2.3368 ACRES
- NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
- IRON RODS HAVE BEEN OR WILL BE SET AT ALL CORNERS NOT PREVIOUSLY MONUMENTED.
- THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X, PER FEMA FLOOD INSURANCE RATE MAP NUMBER 51069C0216D, EFFECTIVE DATE SEPTEMBER 2, 2009.
- PROPERTY ZONED: MR/PUD OVERLAY
- NUMBER OF RESIDENTIAL LOTS = 10
- PARKING AREA CALCULATIONS ARE AT THE BACK OF CURB.
- ALL UTILITIES ARE TO BE INSTALLED AS PART OF PHASE 1.

A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
AND THE  
FINAL SUBDIVISION PLAT OF  
PHASE 1

**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
JULY 23, 2019



1806008-OAKCREST

SHEET 2 OF 10



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

# AREA TABULATION TABLE

AREA IN LOTS 1-10	15,804 SF OR	0.3628 ACRES
AREA IN OPEN SPACE "A"	21,918 SF OR	0.5032 ACRES
PHASE 1	37,722 SF OR	0.8660 ACRES
FUTURE PHASE 2	64,068 SF OR	1.4708 ACRES
ORIGINAL PARCEL	101,790 SF OR	2.3368 ACRES

## LOT AREA TABLE

Area	Sq. Feet	Acres
LOT 1	1,573	0.0361
LOT 2	1,400	0.0321
LOT 3	1,400	0.0321
LOT 4	1,400	0.0321
LOT 5	1,573	0.0361
LOT 6	1,770	0.0406
LOT 7	1,636	0.0376
LOT 8	1,660	0.0381
LOT 9	1,684	0.0387
LOT 10	1,708	0.0392

## BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L3	S73°32'36"E	5.10'
L4	N73°32'36"W	5.10'
L5	N73°32'36"W	5.10'
L6	S73°32'36"E	5.10'
L7	N16°27'24"E	5.10'
L8	S16°27'24"W	5.10'

## WATER LINE EASEMENT LINE TABLE

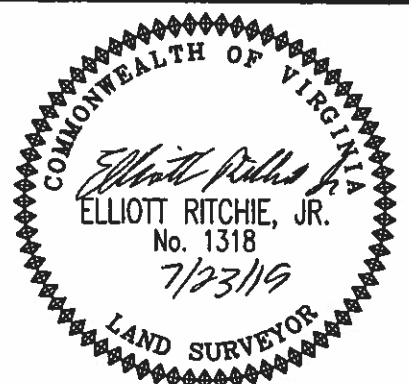
LINE	BEARING	DISTANCE
L1	N28°32'36"W	5.90'
L2	N73°32'36"W	12.83'
L26	S73°32'36"E	182.42'
L27	N61°27'24"E	31.26'
L28	N16°27'24"E	151.03'
L29	N06°02'36"W	56.18'
L30	N16°27'24"E	101.68'
L31	N17°20'09"E	10.82'
L32	N73°32'36"W	97.90'
L33	N73°32'36"W	84.53'

## STORM SEWER EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L22	N42°35'37"E	39.68'
L23	N25°39'37"E	28.39'
L24	N88°19'27"E	88.72'
L25	N27°17'35"W	24.80'

A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
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FINAL SUBDIVISION PLAT OF  
PHASE 1

**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
JULY 23, 2019



1806008-OAKCREST

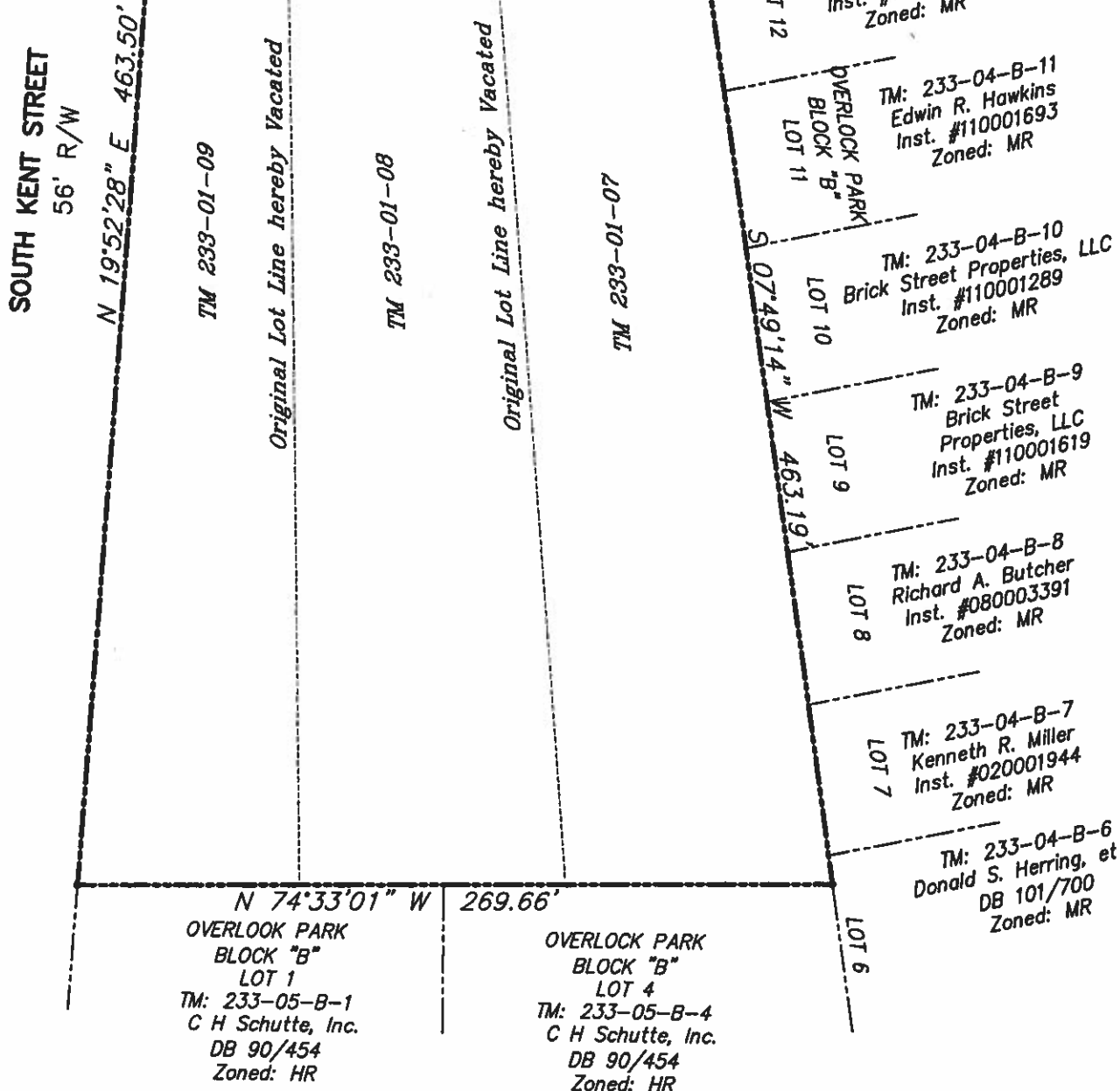
SHEET 3 OF 10



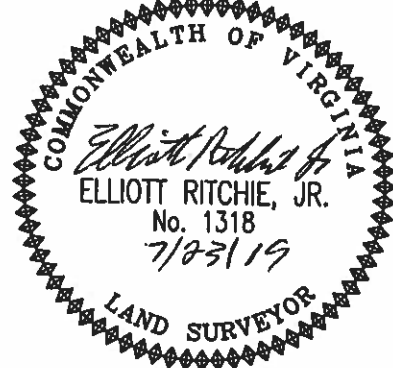
**PAINTER-LEWIS, P.L.C.**  
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Email: office@painterlewis.com

EAST SOUTHWERK STREET  
52' R/W

NAD 83/96



A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
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FINAL SUBDIVISION PLAT OF  
PHASE 1  
**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
SCALE: 1"=60' JULY 23, 2019



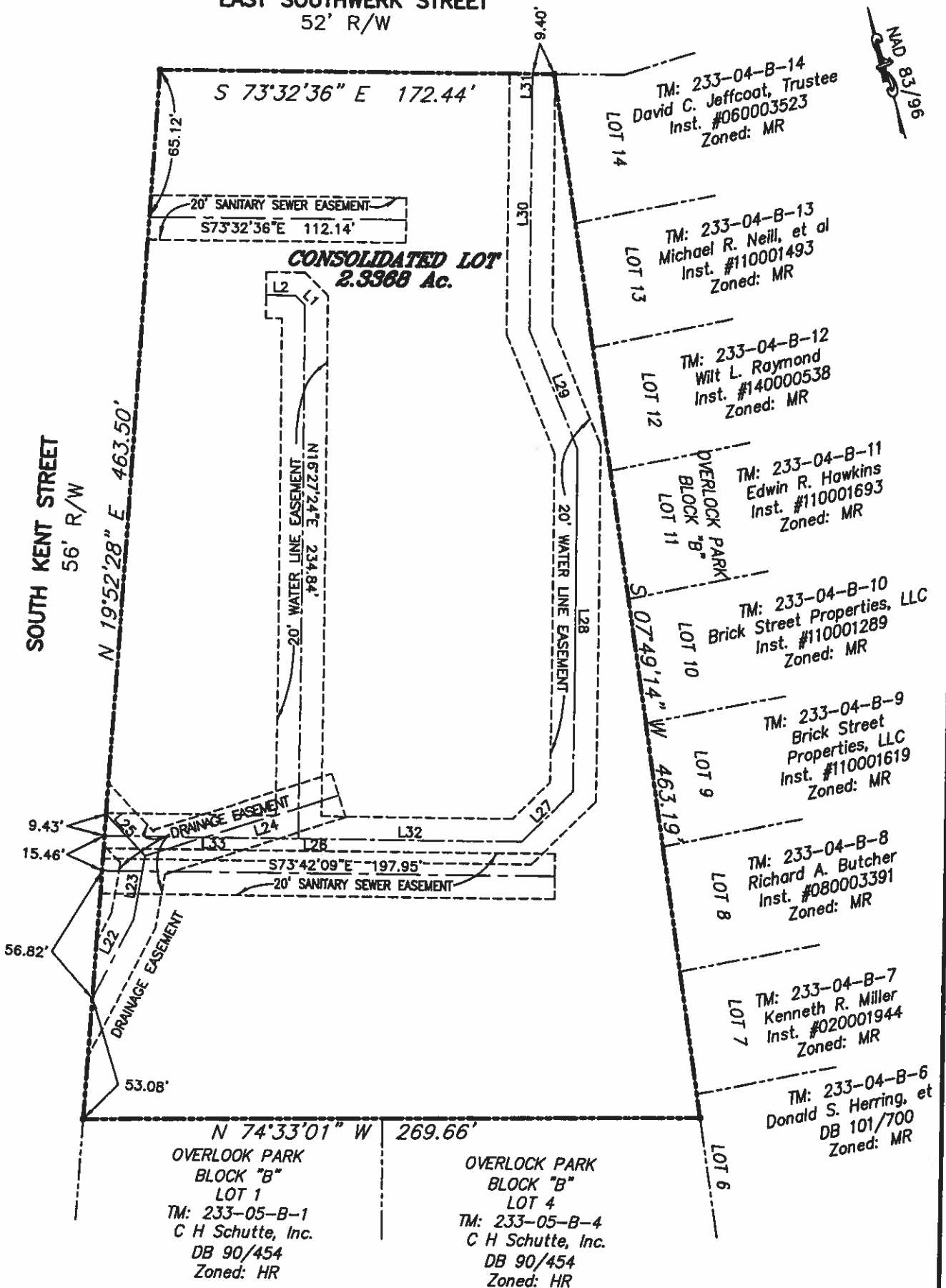
1806008-OAKCREST

SHEET 4 OF 10



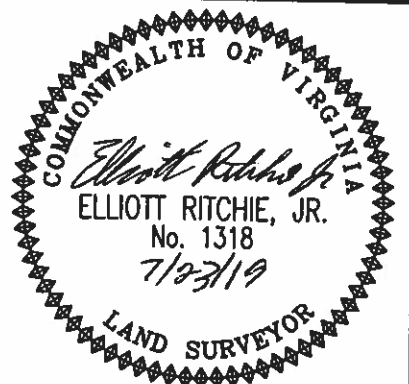
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Email: office@painterlewis.com

EAST SOUTHWERK STREET  
52' R/W



**PHASE 1 UTILITY EASEMENT PLAT**

A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
AND THE  
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PHASE 1  
**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
SCALE: 1"=60' JULY 23, 2019



1806008-OAKCREST

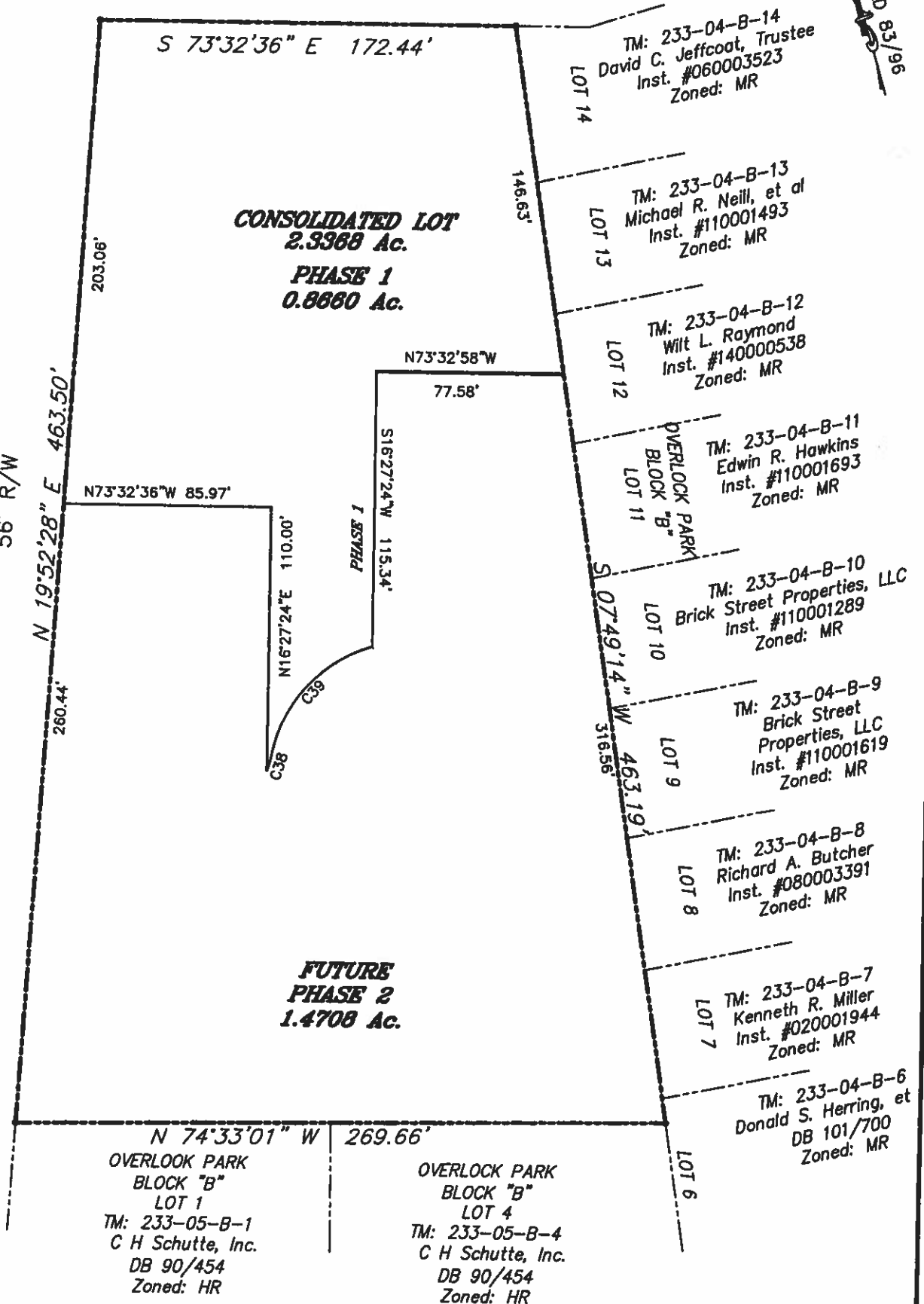
SHEET 5 OF 10



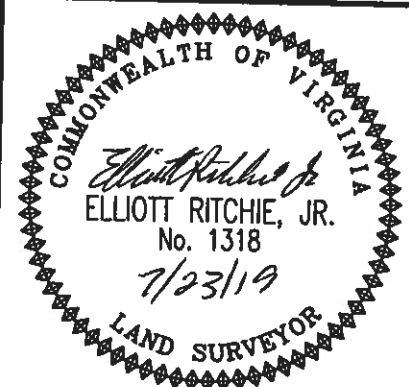
**PAINTER-LEWIS, P.L.C.**  
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Winchester, Virginia 22601  
Telephone (540) 662-5792  
Facsimile (540) 662-5793  
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EAST SOUTHWERK STREET  
52' R/W

SOUTH KENT STREET  
56' R/W



A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
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PHASE 1  
**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
SCALE: 1"=60' JULY 23, 2019

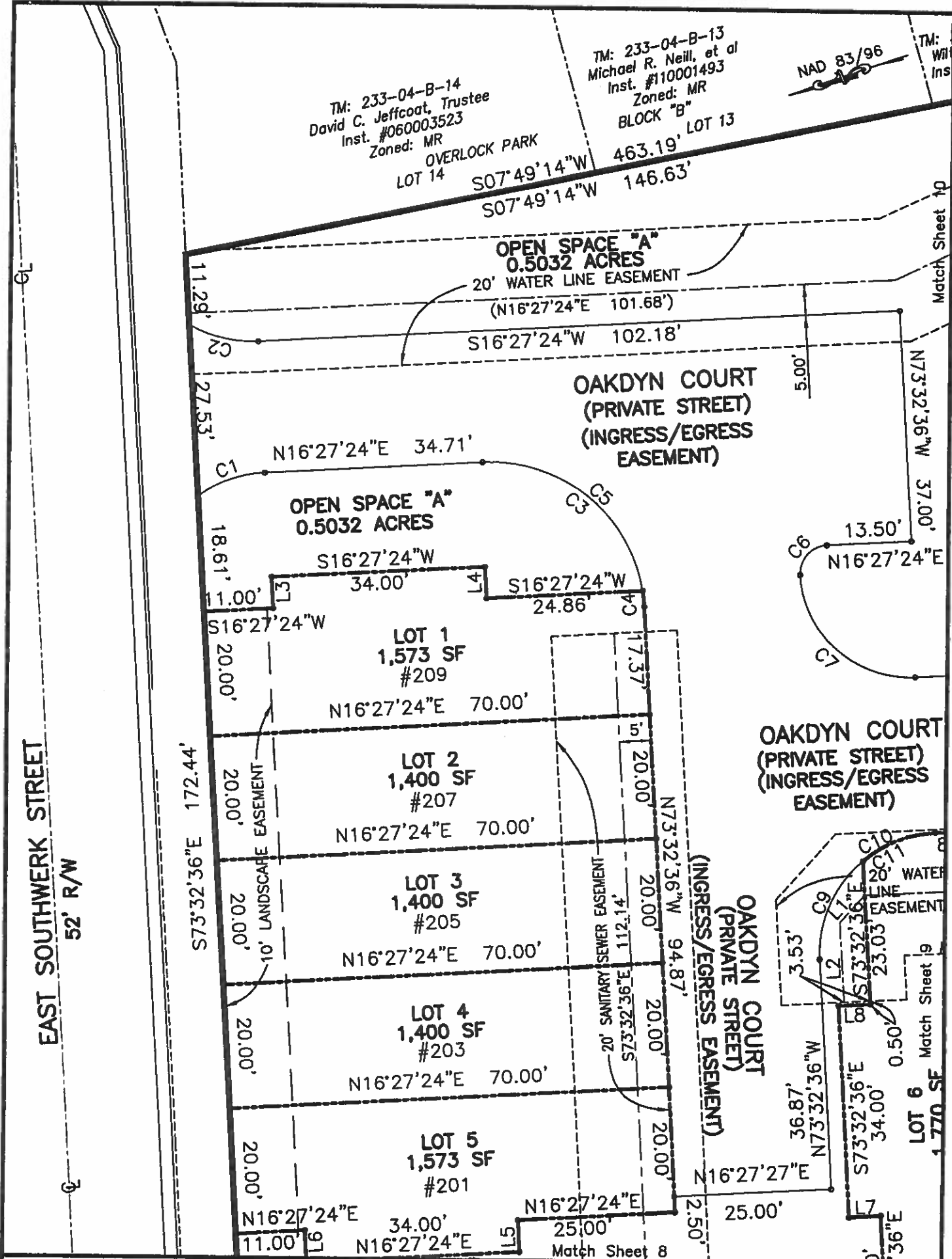


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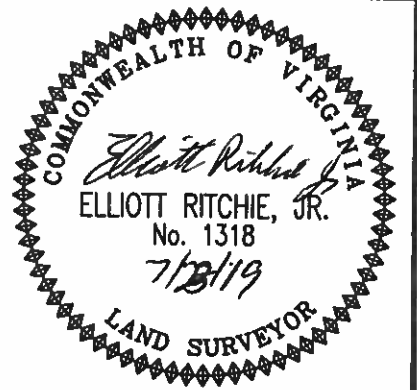
SHEET 6 OF 10



**PAINTER-LEWIS, P.L.C.**  
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Winchester, Virginia 22601  
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A PLAT CONSOLIDATING TAX PARCELS  
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 AND THE  
 FINAL SUBDIVISION PLAT OF  
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**THE TOWNS AT BROOKS MANOR**  
 CITY OF WINCHESTER, VIRGINIA  
 SCALE: 1"=20' JULY 23, 2019



1806008-OAKCREST

SHEET 7 OF 10



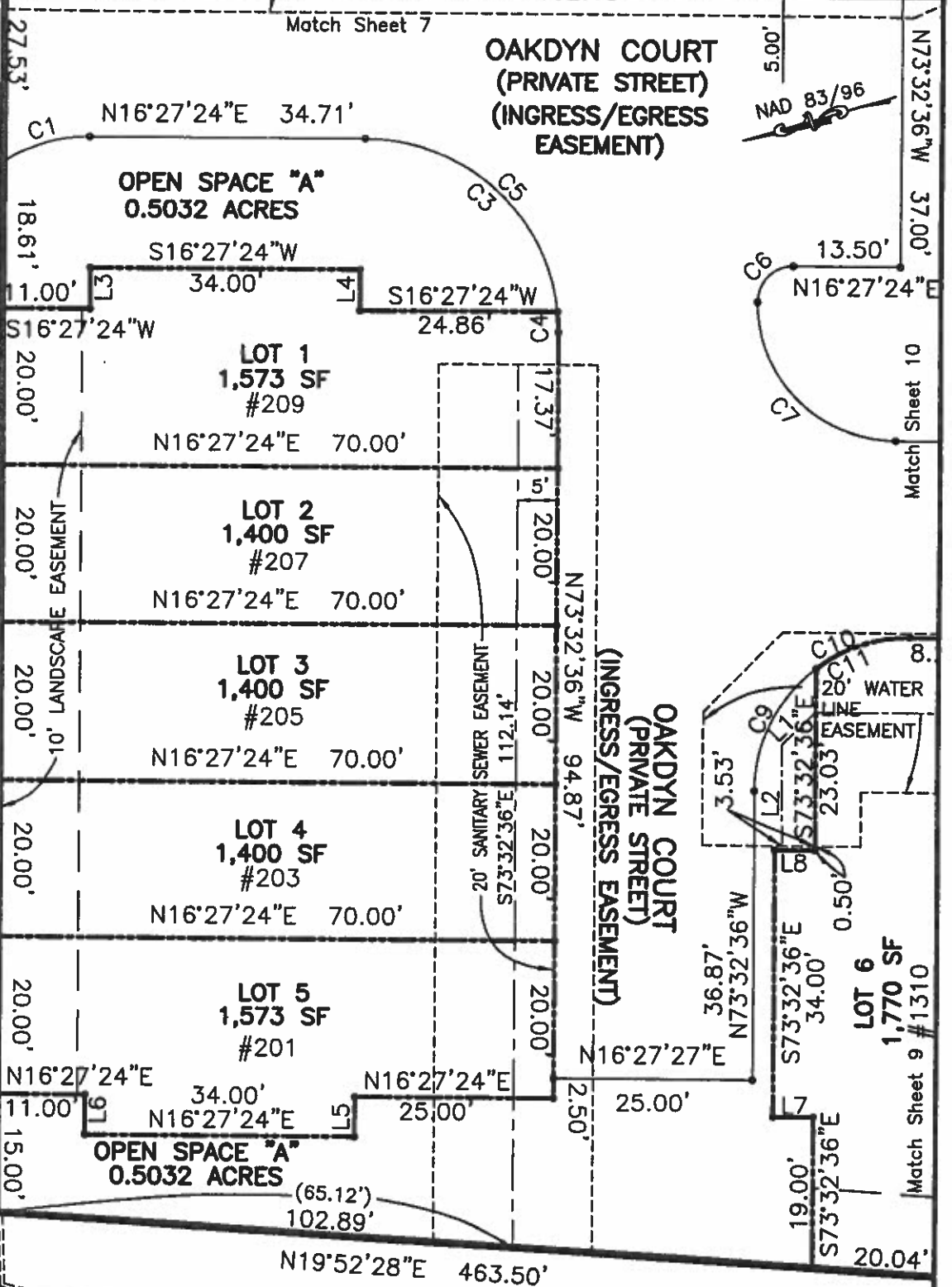
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 Winchester, Virginia 22601 Facsimile (540) 662-5793  
 Email: office@painterlewis.com



EAST SOUTHWICK STREET

52' R/W

S73°32'36"E 172.44'



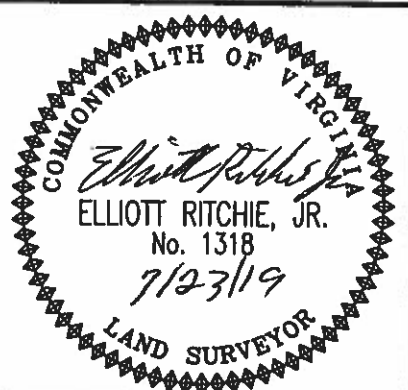
SOUTH KENT STREET

56' R/W

A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
AND THE  
FINAL SUBDIVISION PLAT OF  
PHASE 1

# THE TOWNS AT BROOKS MANOR

CITY OF WINCHESTER, VIRGINIA  
SCALE: 1"=20' JULY 23, 2019



1806008-OAKCREST

SHEET 8 OF 10



## PAINTER-LEWIS, P.L.C.

817 CEDAR CREEK GRADE  
Winchester, Virginia 22601

Telephone (540) 662-5792  
Facsimile (540) 662-5793

Email: office@painterlewis.com

SOUTH KENT STREET

56' R/W

NAD 83/96

N19°52'28"E 463.50'

N19°52'28"E 260.44'

102.89'

20.04'

20.03'

20.04'

20.03'

20.04'

19.00'

S73°32'36"E

36.87'  
N73°32'36"W

S73°32'36"E

LOT 6  
1,770 SF  
#1310

S73°32'36"E 81.19'

LOT 7  
1,636 SF  
#1312

S73°32'36"E 82.39'

LOT 8  
1,660 SF  
#1314

S73°32'36"E 83.58'

LOT 9  
1,684 SF  
#1316

S73°32'36"E 84.78'

LOT 10  
1,708 SF  
#1318

S73°32'36"E 85.97'

FUTURE PHASE 2  
1.4708 AC.

See Sheet 6

Match Sheet 8

OPEN SPACE "A"  
0.5032 AC.  
OAKDYN COURT  
(PRIVATE STREET)  
INGRESS/EGRESS EASEMENT

02.88 W, 42.2, 6.91 S

1 EASEMENT 10.00' E 42.2, 6.91 S

2 EASEMENT 234.84'

N16°27'24"E

20' WATER LINE EASEMENT

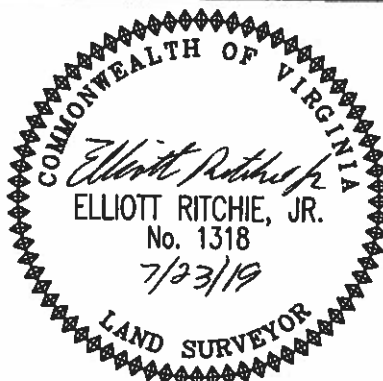
Match Sheet 10

C39

A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
AND THE  
FINAL SUBDIVISION PLAT OF  
PHASE 1

**THE TOWNS AT BROOKS MANOR**

CITY OF WINCHESTER, VIRGINIA  
SCALE: 1"=20' JULY 23, 2019

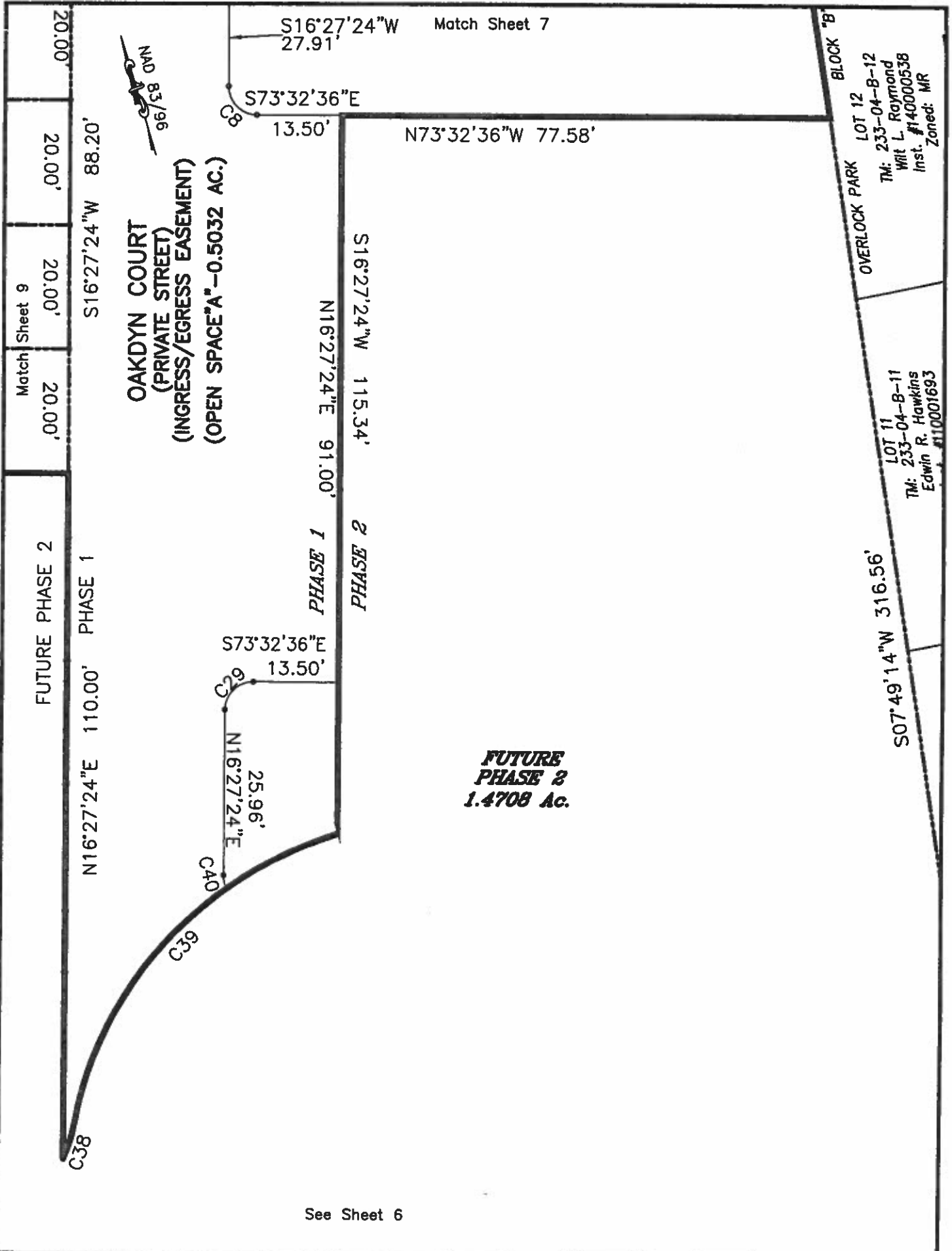


180600B-OAKCREST

SHEET 9 OF 10

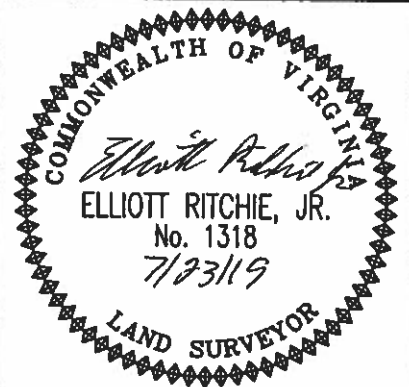


**PAINTER-LEWIS, P.L.C.**  
817 CEDAR CREEK GRADE Telephone (540) 662-5792  
Winchester, Virginia 22601 Facsimile (540) 662-5793  
Email: office@painterlewis.com



See Sheet 6

A PLAT CONSOLIDATING TAX PARCELS  
233-01-07, 233-01-08 AND 233-01-09  
AND THE  
FINAL SUBDIVISION PLAT OF  
PHASE 1  
**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
SCALE: 1"=20' JULY 23, 2019



1806008-OAKCREST

SHEET 10 OF 10



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# THE COMMON COUNCIL

Rouss City Hall  
15 North Cameron Street  
Winchester, VA 22601  
540-667-1815  
TDD 540-722-0782  
www.winchesterva.gov

*I, Kerri A. Mellott, Deputy Clerk of the Common Council, hereby certify on this 29<sup>th</sup> day of March 2019 that the following Resolution is a true and exact copy of one and the same adopted by the Common Council of the City of Winchester, assembled in regular session on the 23<sup>rd</sup> day of February 2016.*

## **RESOLUTION AUTHORIZING THE CITY MANAGER AUTHORITY TO ACCEPT LESS THAN FEE SIMPLE CONVEYANCES OF REAL PROPERTY ON BEHALF OF THE CITY OF WINCHESTER**

**WHEREAS**, Section 15.2-1803 of the Code of Virginia expressly requires that no deed purporting to convey real property to a locality shall be valid unless accepted by the locality; and

**WHEREAS**, this section further requires that "[E]very deed purporting to convey real estate to a locality shall be in a form approved by the attorney for the locality; and

**WHEREAS**, the City receives a number of conveyances of real property of less than fee simple in the form of utility easements, rights of way, and dedication to the City for little or nominal consideration; and

**WHEREAS**, all significant City real estate acquisitions generally are approved by contract or otherwise and also require appropriations by the City which are approved by Council well in advance of acceptance of the deed; and

**WHEREAS**, it is the belief of Common Council that authorizing the City Manager to accept conveyances of less than fee simple on behalf of the City will enable the City to operate more efficiently and effectively by expediting the process for acceptance of such conveyances.

### **NOW therefore be it RESOLVED that:**

- (1) The City Manager is hereby authorized to accept conveyances of less than fee simple on behalf of the locality including but not limited to utility easements, rights of way, and dedication to the City;
- (2) That the City Manager's signature on such deeds shall represent acceptance by the City of such conveyances;
- (3) The Manager shall promptly report to Common Council all transactions conveying real property to the City;
- (4) That in accordance with Section 15.2-1803 of the Code of Virginia, all deeds

purporting to convey real estate to the City shall be in a form approved by the City Attorney which shall be evidenced by his signature affixed thereto;

(5) All conveyances occurring prior to the adoption of this Resolution which bear the signatures of the Manager and City Attorney as described in this Resolution shall be deemed to have been accepted in accordance with this Resolution;

(6) This Resolution shall take effect immediately upon adoption.

**Resolution No. 2016-5.**

**ADOPTED** by the Common Council of the City of Winchester on the 23<sup>rd</sup> day of February 2016.

*Witness my hand and the seal of the City of Winchester, Virginia.*



*Kerri A. Mellott*

**Kerri A. Mellott**  
**Deputy Clerk of the Common Council**

INSTRUMENT 190001586  
RECORDED IN THE CLERK'S OFFICE OF  
WINCHESTER CIRCUIT COURT ON  
AUGUST 13, 2019 AT 12:23 PM  
TERRY H. WHITTLE, CLERK  
RECORDED BY: ANP

190002301

**THIS DEED OF DEDICATION OF THE TOWNS AT BROOKS MANOR, PHASE 2** (the "**Deed of Dedication**"), made and dated this 30th day of October, 2019, by **OAKCREST BUILDERS, INC.**, a Virginia corporation, hereinafter called "**Declarant**"; the **CITY OF WINCHESTER, VIRGINIA**, a municipal corporation chartered by the Commonwealth of Virginia, 15 North Cameron Street, Winchester, Virginia 22601, hereinafter called the "**City**" (Grantee for indexing purposes); **SUMMIT COMMUNITY BANK**, hereinafter called "**Bank**"; and **DENNIS L. SNYDER**, hereinafter called "**Sole Acting Trustee**".

**RECITALS:**

A. Oakcrest Builders is the owner of that certain parcel of land containing 2.3368 acres, more or less fronting on the South side of East Southwerk Street, in the City of Winchester, Virginia, being more particularly described as Parcel One, Parcel Two and Parcel Three in that certain Deed dated October 5, 2016, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia as Instrument No. 160002394. Tax Map Nos.: 233-01-07, 233-01-08 and 233-01-09 (the "**Consolidation Lots**").

B. The Consolidation Lots were combined and consolidated into that certain parcel of land containing 2.3368 acres, more or less, more particularly described on that certain plat titled "A Plat Consolidating Tax Parcels 233-01-07, 233-01-08 And 233-01-09 And The Final Subdivision Plat Of Phase 1 The Towns At Brooks Manor" dated July 23, 2019, drawn by Elliott Ritchie, Jr., L.S., which plat is attached to and made a part of that certain Deed of Consolidation And Deed Of Dedication Of The Towns At Brooks Manor Phase 1, dated August 2, 2019, of record in the aforesaid Clerk's Office as Instrument No. 190001586 (the "**Consolidation Parcel**").

C. The Consolidation Parcel is subject to that certain Commercial Real Estate Deed of Trust dated September 27, 2018, executed by Oakcrest Builders, Inc. to Dennis L. Snyder and Garth Kunkle, Trustees, either of whom may act, given to secure Summit Community Bank the principal sum of \$5,000,000.00, which Deed of Trust is of record in the aforesaid Clerk's Office as Instrument No. 180002093 (the "**Summit Bank Deed of Trust**").

D. The Declarant has previously subdivided a portion of the Consolidation Parcel,

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containing 0.8660 acre, more or less, into those certain townhouse lots designated as Lots 1 - 10, inclusive, that certain Open Space, private street and ingress/egress easement, as more particularly described on that certain plat titled "A Plat Consolidating Tax Parcels 233-01-07, 233-01-08 And 233-01-09 And The Final Subdivision Plat Of Phase 1 The Towns At Brooks Manor" dated July 23, 2019, drawn by Elliott Ritchie, Jr., L.S., a copy of which is attached to and made a part of that certain Deed of Consolidation And Deed Of Dedication Of The Towns At Brooks Manor Phase 1, dated August 2, 2019, of record in the aforesaid Clerk's Office as Instrument No. 190001586 (the "**Phase 1 Subdivision Plat**").

E. The Declarant intends to subdivide the remainder of the Consolidation Parcel containing 1.4708 acres, more or less, into those certain townhouse lots designated as Lots 11 - 26, inclusive, those certain open spaces (Open Space "B", Open Space "C" and Open Space "D"), and a public street (Brooks Circle), as more particularly described on that certain plat titled "Final Subdivision Plat Phase 2 The Towns At Brooks Manor" dated July 23, 2019, revised through October 30, 2019, drawn by Elliott Ritchie, Jr., L.S., a copy of which is attached hereto and incorporated herein by reference as if set out in full (the "**Phase 2 Subdivision Plats**").

F. The Declarant intends to create certain landscape easements in connection with the construction and development of townhomes to be located upon Lots 11 - 26, inclusive of The Towns At Brooks Manor, Phase 2, as more fully set forth hereinafter.

G. The Declarant has created The Towns At Brooks Manor Homeowners Association, Inc., a Virginia non-stock corporation, in order to manage, maintain and repair the Open Spaces, landscaping, snow removal and other obligations in connection with the Townhouse Lots, located within The Towns At Brooks Manor, Phase 2, as more fully set forth hereinafter. The Towns At Brooks Manor Homeowners Association, Inc. shall also manage, maintain and repair the Open Spaces, including the private street designated as Oakdyn Court, together with maintenance of street lights, landscaping, snow removal and other obligations in connection with the Townhouse Lots located within The Towns At Brooks Manor, Phase 1, as more fully set forth in the aforesaid Deed Of Consolidation And Deed Of Dedication Of The

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Towns At Brooks Manor, Phase 1 dated August 2, 2019, of record in the aforesaid Clerk's Office as Instrument No. 190001586.

**NOW, THEREFORE, THIS DEED OF DEDICATION WITNESSETH:** The Declarant hereby subdivides the remainder of the Consolidation Parcel into Lots 11 - 26, inclusive, Open Space "B", Open Space "C", Open Space "D" and dedicates Brooks Circle as a public street, as more fully set forth on the Phase 2 Subdivision Plats.

That for and in consideration of the premises and the benefits which will accrue by reason of this Deed of Dedication and in order to provide for the preservation and enhancement of the value of the residential townhouse community known as The Towns At Brooks Manor, Phase 2 and for the maintenance, upkeep and repair of the Common Areas (as hereinafter defined), the Declarant hereby imposes the restrictive covenants, assessments, conditions and easements upon Lots 11 - 26, inclusive, Open Space "B", Open Space "C", Open Space "D", and Brooks Circle (Public Street), as more fully set forth on the Phase 2 Subdivision Plats.

All of the Lots shown on the aforesaid Phase 2 Subdivision Plats shall be subject to the following restrictions, covenants and easements, which shall constitute covenants real running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid Lots 11 - 26, inclusive, Open Space "B", Open Space "C", Open Space "D", their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### **ARTICLE I**

##### **DEFINITIONS**

Section 1. **"Association"** shall mean and refer to The Towns At Brooks Manor Homeowners Association, Inc., a non-stock Virginia Corporation, its successors and assigns.

Section 2. **"Board"** shall mean and refer to the Board of Directors of the Association, as referenced in Article III, below.

Section 3. **"City"** shall mean and refer to the City of Winchester, Virginia.

Section 4. **"Common Areas"** shall mean and refer to Open Space "B" designated as "Open Space "B" 0.3830 Acres", "Open Space "C" 0.0219 Acres", "Open Space "D"

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0.0201 Acres" and Brooks Circle, designated as "Brooks Circle 50' R/W", as more fully set forth on the Phase 2 Subdivision Plats attached hereto.

Section 5. **"Common Council"** shall mean and refer to the Common Council of the City of Winchester, Virginia.

Section 6. **"Declarant"** shall mean and refer to Oakcrest Builders, Inc., a Virginia Corporation, its successors and assigns.

Section 7. **"Lot"** shall mean and refer to any of the townhouse lots designated as Lots 11 - 26, inclusive, of The Towns At Brooks Manor, Phase 2, with the exception of Open Space "B", Open Space "C", Open Space "D" and Brooks Circle, which are designated as part of the "Common Areas", above.

Section 8. **"Member"** shall mean and refer to every person or entity who holds membership in the Association.

Section 9. **"Open Space"** shall mean and refer to Open Space "B", designated as "Open Space "B" 0.3830 Acres", "Open Space "C" 0.0219 Acres", "Open Space "D" 0.0201 Acres" on the attached Phase 2 Subdivision Plats.

Section 10. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of The Towns At Brooks Manor, Phase 2, as shown on the Phase 2 Subdivision Plats, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. **"Public Street"** shall mean and refer to Brooks Circle, designated as "Brooks Circle 50' R/W" on the Phase 2 Subdivision Plats attached hereto.

Section 12. **"Townhouse"** shall mean and refer to the townhouses erected by the Declarant or any successor entitled to the Declarant on each Lot in The Towns At Brooks Manor, Phase 2.

## **ARTICLE II**

### **MEMBERSHIP**

Every Owner of a Lot, including contract sellers, shall be a member of the Association and subject to the restrictive covenants and assessments set forth in this Deed of Dedication.

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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 which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

### **ARTICLE III**

#### **VOTING RIGHTS**

Each Lot shall have one vote for each Lot owned in which said Member shall hold the interest required for membership in Article II. When more than one person holds such interest in any Lot, all such persons shall be Members. 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.

#### **BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be managed by a Board of not less than three (3), but no more than five (5) directors.

Section 2. The initial Board of Directors shall be appointed by the Declarant and shall serve until the first annual meeting following conveyance of the first Lot in The Towns At Brooks Manor, Phase 2. The initial Board of Directors may or may not be members of the Association.

Section 3. After appointment of the initial Board of Directors, any subsequent Board of Directors shall be elected by the Membership as determined in the By-Laws of the Association, and must be members of the Association.

#### **TREASURER**

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

### **ARTICLE IV**

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

Section 1. **Members' Easements of Enjoyment**: Every Member shall have a right

and easement of enjoyment in and to the Common Areas, specifically including but not limited to the rights of ingress and egress across the aforesaid Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the aforesaid Common Areas and in aid thereof to mortgage said Common Areas and the rights of such mortgagee in said Common Areas shall be subordinate to the rights of the Homeowners hereunder.
- (b) The rights of the Association to suspend the voting rights and the right to the use of the Common Areas by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- (c) The rights of the Association 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 Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

Section 2. **Delegation of Use:** Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who reside on the Lot.

Section 3. **Title to Open Space/Private Use:**

(a) The Declarant hereby covenants that it will convey fee simple title to Open Space "B", Open Space "C" and Open Space "D" to the Association prior to the conveyance of the first Lot.

(b) The Common Areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Owners of Lots in The Towns At Brooks Manor, Phase 2.

**ARTICLE V**

**COVENANTS FOR MAINTENANCE  
ASSESSMENTS FOR THE ASSOCIATION**

Section 1. **Assessments:** The Declarant, for each Lot owned, hereby covenants, and

each Owner of any Lot by acceptance of a deed therefor, 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, 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, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by such successors in title.

Section 2. **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Common Areas and, in particular, for the improvement, repair and maintenance of the Common Areas, payment of real estate taxes, repairs, snow removal, storm drainage repair, maintenance, repair and reconstruction of underground roof drains, lighting for the Common Areas and services and facilities devoted to the aforesaid purposes and related to the use of and enjoyment of the Common Areas for The Towns At Brooks Manor, Phase 2.

Section 3. **Basis and Maximum of Annual Assessments:**

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Ninety Dollars (\$1,090.00) per year per Lot, which sums shall be allocated to the operating account and the capital reserves account as deemed appropriate by the Association.

(b) At any time during the fiscal year, the Board shall be authorized to increase the annual assessments in an amount up to but not to exceed 5% of the amount of the current assessments without a vote of the Members in order to meet the budget projections of the

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Association for the following fiscal year.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, after consideration of the current maintenance costs and further needs of the Association, the maximum annual assessment per Lot may be increased above the amount set forth in Sections 3(a) and 3 (b), above, by a vote of the Members for the next succeeding year and at the end of each year's period, for each succeeding period of one year; provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

(d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 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, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. **Uniform Rate of Assessments:** Subject to the exemption of Lots owned by the Declarant as set forth in Section 10, below, both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. **Quorum for any Action Authority Under Sections 3 and 4, above:** At the first meeting called, as provided in Sections 3 and 4 of this Article V, the presence at the

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meeting of Members or of proxies entitled to cast two-thirds (2/3) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 7. **Date of Commencement of Annual Assessments:** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. **Effect of Non-Payment of Assessments: Remedies of the Association:** 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, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. **Subordination of the Lien to Mortgages:** The lien of the assessments

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provided for herein shall be subordinate to the lien of any Deed of Trust or Deeds of Trust now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any Deed of Trust, pursuant to a judicial or non-judicial foreclosure thereof, shall extinguish the lien of such assessments which remain unpaid after such foreclosure sale occurs. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. **Exempt Property:** The following property subject to this Deed of Dedication shall be exempt from the assessments created herein; (a) the Common Areas; (b) all Lots owned by the Declarant, unless the Declarant leases the Townhouse constructed upon such Lot, in which case such leased Lot or Lots owned by the Declarant shall be subject to the assessments imposed by this Deed of Dedication.

Section 11. **Failure to Maintain Common Areas:**

(a) In the event that the Association, or any successor organization, shall at any time fail to maintain the Common Areas in reasonable order and condition in accordance with the site plan previously filed with the City, Common Council may serve written notice upon the Association or upon the residents of The Towns At Brooks Manor, Phase 2 setting forth the manner in which the Association has failed to maintain the Common Areas in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be remedied within thirty (30) days thereof, and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing, Common Council may modify the terms of the original notice as to the deficiencies and may give an extension of time in which they shall be remedied. If the deficiency set forth in the original notice or the modifications thereof shall not be remedied within said thirty (30) days or any extension thereof, the City, in order to preserve the taxable values of the Lots within The Towns At Brooks Manor, Phase 2 and to prevent the Common Areas from becoming a public nuisance, may enter upon said Common Areas and maintain the same for a period of one (1) year. Said entry and maintenance shall not vest in the public any rights to use the Common Areas. Before the expiration of said year, the City shall, upon its initiative or upon the request of the

Association, call a public hearing upon notice to the Association, or to the residents of The Towns At Brooks Manor, Phase 2 to be held by Common Council, at which hearing the Association or the residents of The Towns At Brook Manor, Phase 2 shall show cause why such maintenance by the City shall not at the election of the Common Council continue for a succeeding year. If the Common Council shall determine that the Association is ready and able to maintain said Common Areas in reasonable condition, the Common Council shall cease to maintain said Common Areas at the end of said year. If the Common Council shall determine that the Association is not ready or able to maintain the Common Areas in a good, clean and safe condition, the Common Council may, in its discretion, continue to maintain said Common Areas, subject to a similar hearing and determination in the next succeeding year and in each year thereafter.

(b) The cost of such maintenance by the City shall be assessed ratably against the Lots within The Towns At Brooks Manor, Phase 2 that have the right of enjoyment of the Common Areas and shall become a tax lien on said Lots. The City at the time of entering upon said Common Areas for the purpose of maintenance shall file a notice of such lien in the Office of the Clerk of the Circuit Court for the City of Winchester, Virginia.

Section 12. **Supplemental Transfer Assessment:** The Owner of any Lot (excluding the Declarant) shall at the closing upon the sale and conveyance of such Lot, pay unto the Association the sum of Two Hundred Fifty Dollars (\$250.00) for each Lot sold and conveyed (the "Supplemental Transfer Assessment"), which sum shall be added to and become part of the funds collected by the Association as Capital Assessments for future capital improvements. The Declarant shall not be subject to the Supplemental Transfer Assessment upon the sale and conveyance of any Lot owned by the Declarant.

## ARTICLE VI

### USE, RESTRICTIONS AND COVENANTS

The Lots in The Towns At Brooks Manor, Phase 2 shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the title to the Lots, or any part thereof. The restrictions, covenants and conditions shall be binding



upon all parties residing upon or having any right, title or interest in and to said Lots or any part thereof (including, but not limited to any tenants of any Townhouse that is leased by the Owner thereof), their heirs, successors and/or assigns. The restrictions, covenants and conditions set forth hereinafter shall inure to the benefit of the Owner of any Lot in The Towns At Brooks Manor, Phase 2 and to the benefit of the Association:

1. All Lots shall be used for single-family residential purposes only.
2. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot, which signs shall not exceed five (5) square feet in area; provided, however, that the signs used by the Declarant to advertise the Property during construction and sale shall not be subject to the terms of this restriction. No "For Rent" signs shall be allowed or displayed on any Lot which is offered for rent by the Owner.
3. No boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton [or less] vans) shall be permitted on any Lot or upon the Common Areas. No motor vehicle, or material portion thereof, which does not have a current license and current inspection sticker, if applicable, shall be permitted on any Lot or the Common Areas.
4. (a) No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers. No outdoor kennels shall be permitted on any Lot.  
  
(b) No dogs, cats or other household pets shall be allowed to run at large.  
  
(c) The maximum number of common household pets (excluding service animals which shall not be included in any calculations) permissible upon any Lot shall be as follows: Dogs - 2 and Cats - 2.
5. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the other Owners of Lots in The Towns At Brooks Manor, Phase 2.

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16 S. Braddock St.  
Winchester, VA

6. (a) In the event that a Townhouse situate upon any Lot is destroyed, the Owner of the Townhouse, within thirty (30) days from said destruction, shall clear away any debris and the remaining portion of the Townhouse and maintain the Lot in a neat and orderly condition.  
  
(b) The Owner shall reconstruct the Townhouse in substantial conformity with the plans and specifications applicable to the original Townhouse constructed by the Declarant or the successors entitled to the Declarant upon the Lot. Such reconstruction shall be completed within twelve (12) months from the date of destruction of the Townhouse, unless the completion of such Townhouse is delayed due to strikes, casualty, losses, national emergencies or other causes beyond the control of the Owner.  
  
(c) The exterior colors of any Townhouse on any Lot shall not be changed from the original exterior color applied at the time of the original construction of the Townhouse without the prior written approval of the Association.
7. In the event a Townhouse or other appurtenant structure situate upon the Lot is damaged, or has materially deteriorated, the Owner shall immediately repair the damage or deterioration at the Owner's sole cost and expense.
8. (a) No Lot shall be used or maintained as a dumping ground for rubbish.  
  
(b) Trash, garbage or other waste shall at all times be kept in closed sanitary containers. Except on the date of garbage pickup, at which time all sanitary containers shall be placed curbside, no refuse or any container for same shall be placed or stored in front of any Townhouse.
9. No exterior clothes lines, or hanging device, shall be permitted on any Lot.
10. No business, commercial enterprise or occupation of any kind shall be carried on, conducted or permitted in or on any Lot.
11. Each Owner shall keep the Townhouse and all other improvements located upon each Lot owned by him in good order and repair and free of debris, including, but not limited to, the painting (or other appropriate external care) of the Townhouse constructed thereon, all in a manner and with such frequency as is consistent with good property

management.

12. (a) All Owners shall comply with the landscaping plans and standards established by the Declarant and its designee(s)/assignee to insure an orderly and uniform landscaping scheme for The Towns At Brooks Manor, Phase 2. No modification or change in the landscaping plan shall be permitted without the prior written approval of the Association.  
  
(b) Lot Owners shall be permitted to plant flowers in the mulched areas (but not within the yard) of each Lot. No birdbaths, swing sets, flag poles, statues or other items shall be placed within the lawn area of each Lot. No gardens shall be permitted within the lawn area of each Lot.
13. (a) No satellite dish or antenna with a diameter greater than 40 inches shall be erected, used or maintained outdoors on any Lot for the purpose of receiving video programming, television, radio, electronic, wireless or other signals.  
  
(b) Any satellite dish or antenna must be installed on the rear of the Townhouse constructed upon the Lot, and shall be located upon the roof above the eaves.  
  
(c) No cell tower, including monopoles or towers of other design shall be erected, used or maintained outdoors on any Lot or Common Areas.
14. No tree shall be planted or other digging undertaken upon any Lot without first securing the approval of the local utility companies and without first being advised as to the location of all underground electrical, telephone, cable or other lines or conduits.
15. (a) No separate or detached building or garage shall be permitted on any Lot.  
  
(b) Any expansion of any Townhouse located upon any Lot, including but not limited to, the addition of decks, porches, and/or additional rooms must have the prior written approval of the Association and all applicable permits and approvals from the City of Winchester, Virginia.  
  
(c) No basketball backboard rims or nets shall be permitted upon the Common Areas.  
  
(d) No additional patio (other than the patio installed

at the time of the initial construction of the Townhouse) shall be constructed upon any Lot without the prior written approval of the Association.

(e) Mailboxes shall be restricted to those approved by the Association.

(f) No fences shall be permitted upon Lots 11 - 26, inclusive of The Towns At Brooks Manor, Phase 2.

16. No motorcycle, snowmobile, all terrain vehicle, "dirt bike", moped, scooter, golf cart or other motorized recreational vehicle shall be operated upon any Lot or the Common Areas, except that properly licensed and inspected motorcycles may be used as a means for transportation directly to and from a Townhouse located upon any Lot. No repair of motor vehicles shall be permitted on any Lot or the Common Areas. No recreational vehicles, house trailers, or commercial or industrial vehicles, including, but not limited to, moving vans, tractors, trailers, wreckers, buses, boats, boating equipment, travel trailers, golf carts, horse trailers or camping equipment shall be allowed to be parked on any Lot or the Common Areas. The provisions of this Section 16 shall not apply to any ongoing construction, development or improvement on any Lot by the Declarant or any builder.
17. No Lot may be further subdivided or conveyed except as a whole. This restriction shall not be construed so as to prohibit the conveyance of such minimal amounts of land as may be necessary to resolve boundary adjustments between contiguous Lots.
18. The Declarant or its designee(s)/assignee (specifically including the Association) shall not be liable to any person or entity whatsoever for any exercise or non-exercise of the powers herein accorded.
19. The covenants and restrictions set forth in this Article VI may be amended by instrument signed by not less than two-thirds vote of the Owners. Any amendment must be properly recorded among the land records in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in order to become binding and effective.
20. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect. The failure of the Owners of Lots

in The Towns At Brooks Manor, Phase 2, the Declarant or its assignee, or the Association 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.

21. The Declarant herein reserves and shall have the right alone to waive any one or more of the restrictive covenants and conditions contained herein as to any Lot owned by the Declarant, except for Restriction No. 1 under this Article VI of this Deed of Dedication pertaining to single family residential use of the Lots located in The Towns At Brooks Manor, Phase 2, which Restriction No. 1 shall not be waived hereafter by the Declarant as to the Lots in The Towns At Brooks Manor, Phase 2. Any such waiver shall not affect the binding effect of the remaining covenants and restrictions upon any other Lot. The Declarant further reserves the right alone to impose additional restrictive covenants and restrictions as to any Lot or Lots owned by it at the time of the imposition and such imposition shall not affect the binding effect of the covenants or restrictions upon any other Lot or Lots owned by the Declarant.

## ARTICLE VII

### EASEMENTS

Section 1. The Declarant, for a period of five (5) years from the date of conveyance of the first Lot in The Towns At Brooks Manor, Phase 2 reserves a blanket easement and right on, over and under the ground within The Towns At Brooks Manor, Phase 2 development to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action deemed reasonably necessary by the Declarant, following which the Declarant shall restore the affected property within The Towns At Brooks Manor, Phase 2 development to substantially its original condition. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes the

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16 S. Braddock St.  
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giving of such notice.

Section 2. The Declarant hereby impresses and creates that certain easement designated as "10' Landscape Easement" and "Landscape Easement" over a portion of the Lots and Open Space "B", as more fully set forth on the Phase 2 Subdivision Plats attached hereto.

#### **ARTICLE VIII**

##### **LENDER CONSENT**

The Bank, the beneficiary under the Summit Bank Deed of Trust, hereby consents to the terms of this Deed of Dedication of The Towns at Brooks Manor, Phase 2, and directs the Trustee to execute this Deed of Dedication in order to subordinate the lien of the Summit Bank Deed of Trust to the easements created under Article VII of this Deed of Dedication.

#### **ARTICLE IX**

##### **STREET DEDICATION**

The Declarant hereby dedicates, grants and conveys unto the City, with General Warranty and English covenants of title, that certain public street designated as Brooks Circle, containing 0.3960 acre, more or less, as more particularly described on the Phase 2 Subdivision Plats.

This conveyance is made subject to all easements, rights of way and restrictions of record affecting the subject property; provided, however, that the foregoing shall not be deemed in any way to reinstitute or republish any restrictions of record that may have expired or lapsed.

#### **ARTICLE X**

##### **GENERAL PROVISIONS**

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

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16 S. Braddock St.  
Winchester, VA

restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Deed of Dedication. Failure by the Declarant (so long as the Declarant is vested with the title to a Lot), the Association, and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs which may be incurred in the successful enforcement of the restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, whether incurred by the Declarant, the Association or by any Owner, shall be borne by the party against which action is taken and such costs shall include reasonable attorney's fees, costs, and expenses, provided that the Declarant, the Association, and/or the Owner substantially prevails in such proceeding.

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

Section 3. Amendment: The terms and provisions of this Deed of Dedication shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Deed of Dedication, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Deed of Dedication is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Deed of Dedication may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Dissolution: Upon dissolution of the Association, other than

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

incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created or for general welfare of the residents of The Towns At Brooks Manor, Phase 2. In the event that such dedication is refused acceptance, such assets shall be deemed vested in the Members of the Association as tenants in common.

Section 5. Successors and Assigns: The terms of this instrument shall extend to and be binding upon the successors and assigns of Oakcrest Builders.

Section 6. Declarant's Consent: The terms of this Deed of Dedication of The Towns At Brooks Manor, Phase 2 is made with the free consent and in accordance with the desire of the undersigned Declarant.

In accordance with Section 15.2-1803 of the Code of Virginia (1950, as amended), the form of this Deed has been examined and approved by Melisa G. Michelen, City Attorney for the City of Winchester, Virginia, as evidenced by his signature hereupon. In addition, the conveyance of the real estate hereinabove described is hereby accepted by the City of Winchester, Virginia, in accordance with the requirements of the same said statute, as evidenced by the signature of Eden E. Freeman, City Manager, hereupon along with a certified copy of Resolution No. 2016-5 authorizing said acquisition herein attached.

[Signatures appear on following pages]



WITNESS the following signatures and seals:

OAKCREST BUILDERS, INC.

By: *James T. Vickers* (SEAL)  
James T. Vickers, President

STATE OF VIRGINIA, AT LARGE,

CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me on the 30 day of  
Oct., 2019, by James T. Vickers, President of Oakcrest Builders, Inc., a  
Virginia corporation, and whose name is signed to the foregoing Deed of Dedication of  
The Towns At Brooks Manor, Phase 2, dated the 30 day of Oct, 2019.

My commission expires Dec. 31, 2021.

*Violet Jarrett*  
NOTARY PUBLIC



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Winchester, VA

SUMMIT COMMUNITY BANK

By: [Signature] (SEAL)  
STEVEN D. TAVENNER  
Sr. Vice President

STATE OF VIRGINIA, AT LARGE,

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

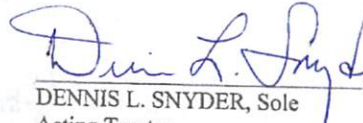
The foregoing instrument was acknowledged before me on the 31<sup>st</sup> day of  
October, 2019, by Steven D. Tavenner, who is Senior Vice President  
of Summit Community Bank, and whose name is signed to the foregoing Deed of  
Dedication of The Towns At Brooks Manor, Phase 2, dated the 30 day of  
October, 2019.

My commission expires 11/30/2020.

[Signature]  
NOTARY PUBLIC



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VSB #15737  
16 S. Braddock St.  
Winchester, VA

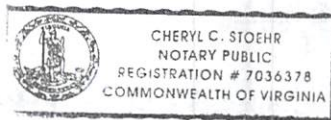
 (SEAL)  
DENNIS L. SNYDER, Sole  
Acting Trustee

STATE OF VIRGINIA, AT LARGE,

CITY/COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me on the 31 day of  
October, 2019, by Dennis L. Snyder, Sole Acting Trustee, whose name is signed to  
the foregoing Deed of Dedication of The Towns At Brooks Manor, Phase 2, dated the  
30 day of October, 2019.

My commission expires March 31, 2022



  
NOTARY PUBLIC

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

IN WITNESS WHEREOF, the City of Winchester, Virginia has caused this  
Deed of Dedication of The Towns At Brooks Manor, Phase 2 to be executed by Eden E.  
Freeman, its City Manager, and its seal to be hereunto affixed and attested to by the  
Deputy Clerk, Kerri A. Mellott, all on this 7<sup>th</sup> day of November, 2019.

CITY OF WINCHESTER, VIRGINIA

By: Eden E. Freeman (SEAL)  
EDEN E. FREEMAN, City Manager

ATTEST:

Kerri A. Mellott  
Kerri A. Mellott  
Deputy Clerk of the Common  
Council

APPROVED AS TO FORM:

Melissa Michelsen 11/5/19  
Melissa Michelsen Date  
City Attorney for the City of  
Winchester, Virginia

STATE OF VIRGINIA, AT LARGE,

CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me on the 7 day of  
November, 2019, by Eden E. Freeman, who is City Manager, and Kerri A. Mellott,  
Deputy Clerk of the Common Council of the City of Winchester, Virginia, whose  
names are signed to the foregoing Deed of Dedication of The Towns At Brooks Manor,  
Phase 2, dated the 30<sup>th</sup> day of October, 2019.

My commission expires \_\_\_\_\_

[Signature]  
NOTARY PUBLIC

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





## THE COMMON COUNCIL

Rouss City Hall  
15 North Cameron Street  
Winchester, VA 22601  
540-667-1815  
TDD 540-722-0782  
[www.winchesterva.gov](http://www.winchesterva.gov)

*I, Kerri A. Mellott, Interim Deputy Clerk of the Common Council, hereby certify on this 6<sup>th</sup> day of November 2018 that the following Resolution is a true and exact copy of one and the same adopted by the Common Council of the City of Winchester, assembled in regular session on the 23<sup>rd</sup> day of February 2016.*

### **RESOLUTION AUTHORIZING THE CITY MANAGER AUTHORITY TO ACCEPT LESS THAN FEE SIMPLE CONVEYANCES OF REAL PROPERTY ON BEHALF OF THE CITY OF WINCHESTER**

**WHEREAS**, Section 15.2-1803 of the Code of Virginia expressly requires that no deed purporting to convey real property to a locality shall be valid unless accepted by the locality; and

**WHEREAS**, this section further requires that "[E]very deed purporting to convey real estate to a locality shall be in a form approved by the attorney for the locality; and

**WHEREAS**, the City receives a number of conveyances of real property of less than fee simple in the form of utility easements, rights of way, and dedication to the City for little or nominal consideration; and

**WHEREAS**, all significant City real estate acquisitions generally are approved by contract or otherwise and also require appropriations by the City which are approved by Council well in advance of acceptance of the deed; and

**WHEREAS**, it is the belief of Common Council that authorizing the City Manager to accept conveyances of less than fee simple on behalf of the City will enable the City to operate more efficiently and effectively by expediting the process for acceptance of such conveyances.

#### **NOW therefore be it RESOLVED that:**

- (1) The City Manager is hereby authorized to accept conveyances of less than fee simple on behalf of the locality including but not limited to utility easements, rights of way, and dedication to the City;
- (2) That the City Manager's signature on such deeds shall represent acceptance by the City of such conveyances;
- (3) The Manager shall promptly report to Common Council all transactions conveying real property to the City;
- (4) That in accordance with Section 15.2-1803 of the Code of Virginia, all deeds

purporting to convey real estate to the City shall be in a form approved by the City Attorney which shall be evidenced by his signature affixed thereto;

(5) All conveyances occurring prior to the adoption of this Resolution which bear the signatures of the Manager and City Attorney as described in this Resolution shall be deemed to have been accepted in accordance with this Resolution;

(6) This Resolution shall take effect immediately upon adoption.

**Resolution No. 2016-5.**

**ADOPTED** by the Common Council of the City of Winchester on the 23<sup>rd</sup> day of February 2016.

*Witness my hand and the seal of the City of Winchester, Virginia.*



*Kerri A. Mellott*  
**Kerri A. Mellott**  
**Interim Deputy Clerk of the Common**  
**Council**





VICINITY MAP  
SCALE: 1"=600'

APPROVED BY

Yvonne Guman  
CITY MANAGER

7 Nov 2019

DATE

OWNER'S CONSENT

THE ABOVE AND FOREGOING CONSOLIDATION AND SUBDIVISION OF THE TOWNS OF BROOKS MANOR, AS APPEARS IN THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND/OR TRUSTEES, IF ANY.

BY: James I. Hickerson  
ON BEHALF OF OAKCREST BUILDERS, INC., A VIRGINIA CORPORATION

10.30.19

DATE

NOTARY PUBLIC

STATE OF Virginia  
CITY/COUNTY OF Winchester

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS 30 DAY OF Oct, 2019.

BY: James I. Hickerson  
ON BEHALF OF OAKCREST BUILDERS, INC., A VIRGINIA CORPORATION

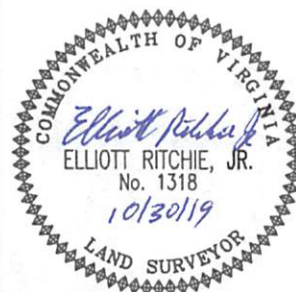
NOTARY PUBLIC Violet Jarrett MY COMMISSION EXPIRES 12.31.21



SURVEYOR'S CERTIFICATE

I, ELLIOTT RITCHIE, JR., HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS FINAL SUBDIVISION PLAT, PHASE 2, TOWNS AT BROOKS MANOR IS THE REMAINING PORTION OF THE SAME LAND CONVEYED TO OAKCREST BUILDERS, INC., A VIRGINIA CORPORATION, BY DEED DATED OCTOBER 5, 2016 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CITY OF WINCHESTER, VIRGINIA AS INSTRUMENT NUMBER 160002394.

FINAL SUBDIVISION PLAT  
PHASE 2  
**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
JULY 23, 2019  
REVISED THROUGH OCTOBER 30, 2019



1806008-OAKCREST

SHEET 1 OF 12



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





**PAINTER-LEWIS, P.L.C.**  
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1806008-OAKCREST

SHEET 2 OF 12



**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
JULY 23, 2019  
REVISED THROUGH OCTOBER 30, 2019  
FINAL SUBDIVISION PLAT  
PHASE 2

1. CURRENT OWNER: OAKCREST BUILDERS, INC.  
INSTRUMENT NUMBER 160002394  
TM#233-01-07, 223-01-08 & 233-01-9  
203, 207 & 217 EAST SOUTHWARK STREET  
2.3368 ACRES  
2. NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.  
3. IRON RODS HAVE BEEN OR WILL BE SET AT ALL CORNERS NOT PREVIOUSLY MONUMENTED.  
4. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X, PER FEMA FLOOD INSURANCE RATE MAP NUMBER 51069C0216D, EFFECTIVE DATE SEPTEMBER 2, 2009.  
5. PROPERTY ZONED: MR/PUD OVERLAY  
6. NUMBER OF RESIDENTIAL LOTS = 10  
7. PARKING AREA CALCULATIONS ARE AT THE BACK OF CURB.  
8. ALL UTILITIES ARE TO BE INSTALLED AS PART OF PHASE 1.

**NOTES:**

CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C8	7.07'	90°00'00"	4.50'	4.50'	N28°32'36"W	6.36'
C12	12.14'	27°49'07"	25.00'	6.19'	N05°57'55"E	12.02'
C13	28.62'	65°35'57"	25.00'	16.11'	N40°44'37"W	27.09'
C14	40.76'	93°25'02"	25.00'	26.54'	N26°50'05"W	36.39'
C15	28.62'	65°35'57"	25.00'	16.11'	S73°39'26"W	27.09'
C16	0.19'	00°25'38"	25.00'	0.09'	S40°38'38"W	0.19'
C17	6.03'	13°48'34"	25.00'	3.03'	S33°31'33"W	6.01'
C18	34.83'	79°50'09"	25.00'	20.92'	S66°32'20"W	32.08'
C20	29.41'	28°04'51"	60.00'	15.00'	N84°26'35"E	29.11'
C21	24.21'	23°07'11"	60.00'	12.27'	S69°57'24"E	24.05'
C22	27.49'	26°15'06"	60.00'	13.99'	S45°16'15"E	27.25'
C23	85.88'	82°00'41"	60.00'	52.17'	S08°51'39"W	78.74'
C24	21.37'	20°24'31"	60.00'	10.80'	S60°04'15"W	21.26'
C25	20.09'	19°11'17"	60.00'	10.14'	S79°52'09"W	20.00'
C26	17.80'	16°59'37"	60.00'	8.96'	N82°02'24"W	17.73'
C27	272.10'	259°50'09"	60.00'	71.71'	N23°27'40"W	92.04'
C29	7.07'	90°00'00"	4.50'	4.50'	N61°27'24"E	6.36'
C30	37.78'	86°34'54"	25.00'	23.55'	N63°09'57"E	34.29'
C31	8.73'	33°20'58"	15.00'	4.49'	S43°17'45"W	8.61'
C32	12.80'	10°28'25"	70.00'	6.42'	S31°51'28"W	12.78'
C33	11.03'	09°01'54"	70.00'	5.53'	S41°36'37"W	11.02'
C35	7.40'	94°13'48"	4.50'	4.85'	N58°11'34"W	6.59'
C36	5.88'	06°07'22"	55.00'	2.94'	N77°45'12"E	5.87'
C37	6.21'	14°14'11"	25.00'	3.12'	S33°44'21"W	6.20'
C38	65.51'	62°33'20"	60.00'	36.45'	N57°53'56"E	62.30'
C39	9.75'	09°18'25"	60.00'	4.88'	S86°10'12"E	9.74'
C40	2.17'	27°38'41"	4.50'	1.11'	N02°38'07"E	2.15'
C41	19.66'	18°46'26"	60.00'	9.92'	N79°47'23"E	19.57'
C42	45.85'	43°46'54"	60.00'	24.11'	N48°30'43"E	44.74'

CURVE TABLE



# AREA TABULATION TABLE

AREA IN LOTS 11-26	28,305 SF OR	0.6498 ACRES
AREA IN OPEN SPACE "B"	16,681 SF OR	0.3830 ACRES
AREA IN OPEN SPACE "C"	953 SF OR	0.0219 ACRES
AREA IN OPEN SPACE "D"	877 SF OR	0.0201 ACRES
AREA IN PUBLIC STREET (BROOKS CIRCLE)	17,250 SF OR	0.3960 ACRES
PHASE 2	64,066 SF OR	1.4708 ACRES
PHASE 1	37,724 SF OR	0.8660 ACRES
ORIGINAL PARCEL	101,790 SF OR	2.3368 ACRES

## LOT AREA TABLE

Area	Sq. Feet	Acres
LOT 11	1,744	0.0400
LOT 12	1,768	0.0406
LOT 13	1,791	0.0411
LOT 14	1,815	0.0417
LOT 15	2,001	0.0459
LOT 16	1,773	0.0407
LOT 17	1,600	0.0367
LOT 18	1,600	0.0367
LOT 19	1,600	0.0367
LOT 20	1,600	0.0367
LOT 21	1,600	0.0367
LOT 22	1,654	0.0380
LOT 23	1,584	0.0364
LOT 24	1,827	0.0420
LOT 25	2,256	0.0518
LOT 26	2,092	0.0480

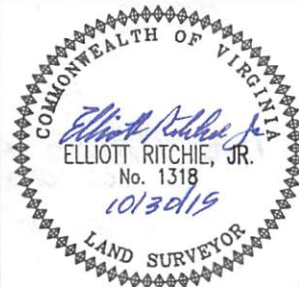
## LINE TABLE

LINE	BEARING	DISTANCE
L9	S16°27'24"W	5.10'
L10	N16°27'24"E	5.10'
L11	N73°32'36"W	5.10'
L12	S73°32'36"E	5.10'
L13	N79°53'21"E	5.10'
L14	S79°53'21"W	5.10'
L15	S73°32'36"E	5.10'
L16	N73°32'36"W	5.10'
L17	N73°32'36"W	5.10'
L18	S73°32'36"E	5.10'
L19	S73°32'36"E	11.89'
L20	S73°32'36"E	4.69'
L21	N16°27'24"E	9.98'
L37	N54°15'09"E	9.76'

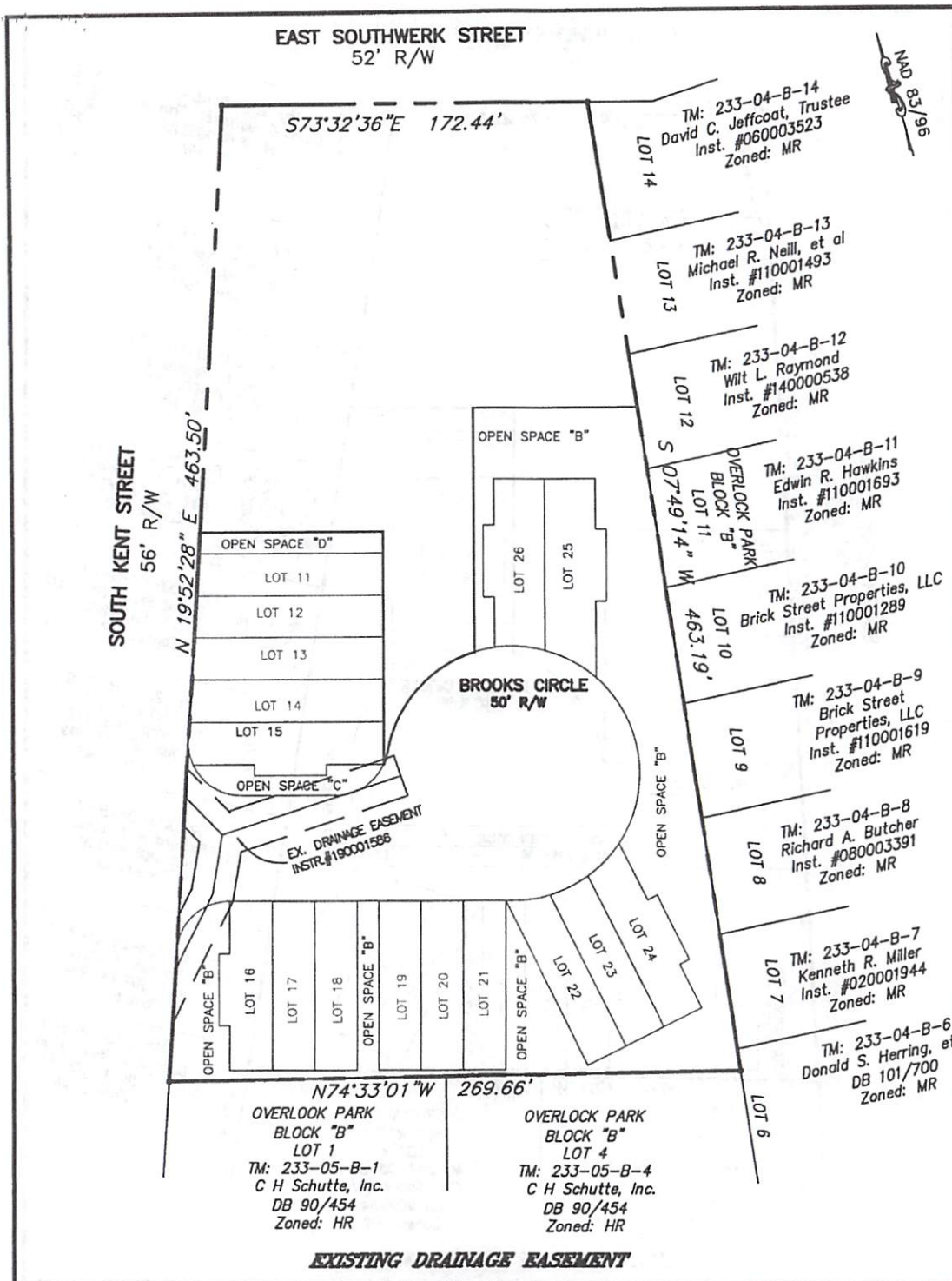
FINAL SUBDIVISION PLAT  
PHASE 2  
**THE TOWNS AT BROOKS MANOR**  
CITY OF WINCHESTER, VIRGINIA  
JULY 23, 2019  
REVISED THROUGH OCTOBER 30, 2019

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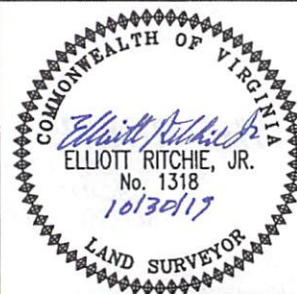
SHEET 3 OF 12



**PAINTER-LEWIS, P.L.C.**  
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Winchester, Virginia 22601 Facsimile (540) 662-5793  
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FINAL SUBDIVISION PLAT  
PHASE 2  
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CITY OF WINCHESTER, VIRGINIA  
SCALE: 1"=60' JULY 23, 2019  
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SHEET 4 OF 12



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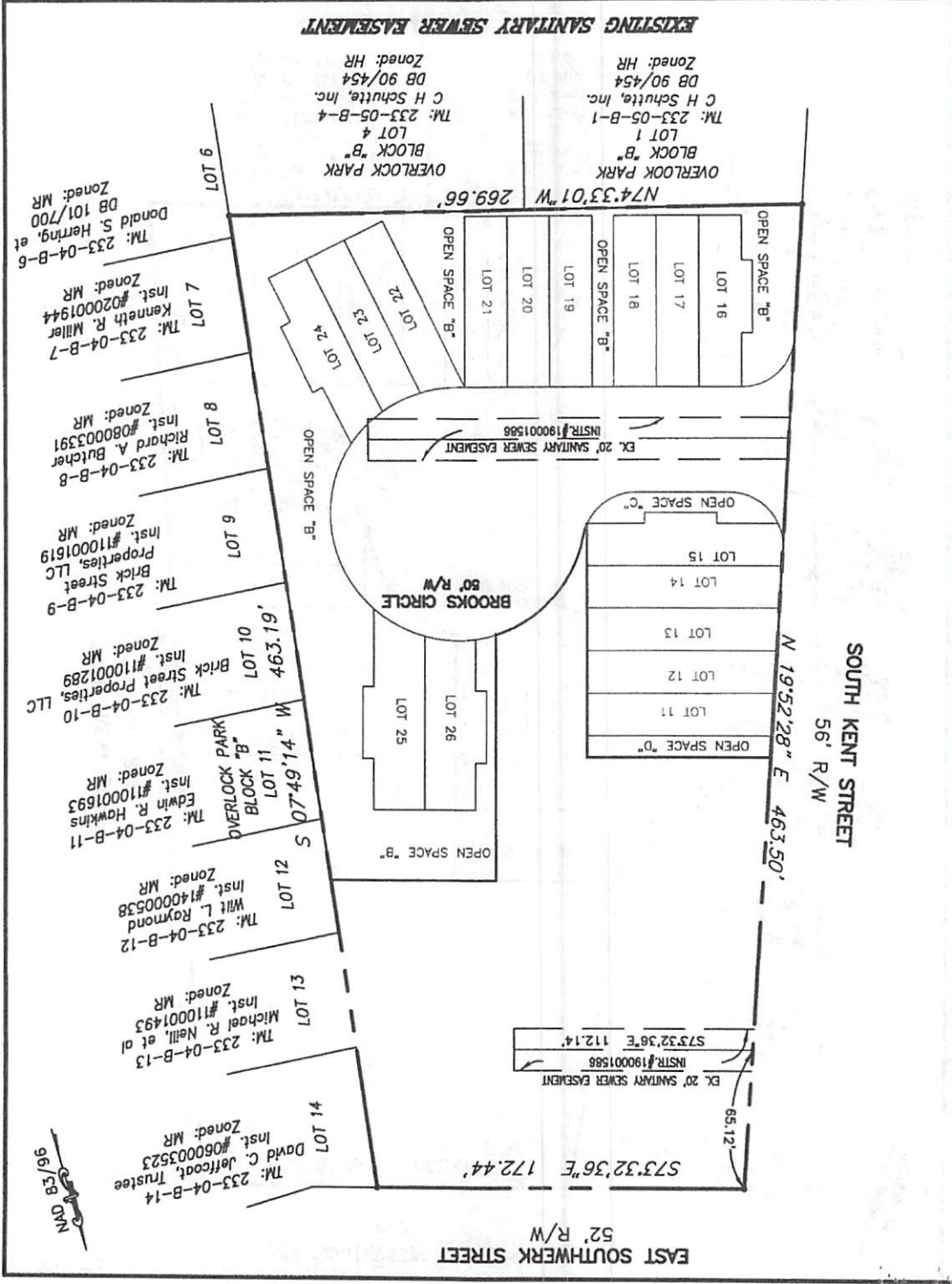
**PAINTER-LEWIS, P.L.C.**  
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SHEET 5 OF 12



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PHASE 2  
FINAL SUBDIVISION PLAT  
CITY OF WINCHESTER, VIRGINIA  
SCALE: 1"=60'  
JULY 23, 2019  
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EAST SOUTHWARK STREET  
52' R/W

NAD 83/96

S73°32'36"E 172.44'

LOT 14  
TM: 233-04-B-14  
David C. Jeffcoat, Trustee  
Inst. #060003523  
Zoned: MR

LOT 13  
TM: 233-04-B-13  
Michael R. Neill, et al  
Inst. #110001493  
Zoned: MR

LOT 12  
TM: 233-04-B-12  
Witt L. Raymond  
Inst. #140000538  
Zoned: MR

LOT 11  
TM: 233-04-B-11  
Edwin R. Hawkins  
Inst. #110001693  
Zoned: MR

LOT 10  
TM: 233-04-B-10  
Brick Street Properties, LLC  
Inst. #110001289  
Zoned: MR

LOT 9  
TM: 233-04-B-9  
Brick Street Properties, LLC  
Inst. #110001619  
Zoned: MR

LOT 8  
TM: 233-04-B-8  
Richard A. Butcher  
Inst. #080003391  
Zoned: MR

LOT 7  
TM: 233-04-B-7  
Kenneth R. Miller  
Inst. #020001944  
Zoned: MR

LOT 6  
TM: 233-04-B-6  
Donald S. Herring, et al  
DB 101/700  
Zoned: MR

SOUTH KENT STREET  
56' R/W

N 19°52'28" E 463.50'

EX. 20' WATER LINE EASEMENT  
INSTR. #190001586

EX. 20' WATER LINE EASEMENT  
INSTR. #190001586

OPEN SPACE "B"

LOT 26

LOT 25

BROOKS CIRCLE  
50' R/W

LOT 14

LOT 15

LOT 13

LOT 12

LOT 11

OPEN SPACE "D"

OPEN SPACE "C"

EX. 20' WATER LINE EASEMENT  
INSTR. #190001586

OPEN SPACE "B"

LOT 16

LOT 17

LOT 18

OPEN SPACE "B"

LOT 19

LOT 20

LOT 21

OPEN SPACE "B"

LOT 22

LOT 23

LOT 24

OVERLOOK PARK  
BLOCK "B"

LOT 1

TM: 233-05-B-1  
C H Schutte, Inc.  
DB 90/454  
Zoned: HR

OVERLOOK PARK  
BLOCK "B"

LOT 4

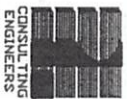
TM: 233-05-B-4  
C H Schutte, Inc.  
DB 90/454  
Zoned: HR

EXISTING WATER LINE EASEMENT

FINAL SUBDIVISION PLAT  
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SHEET 6 OF 12



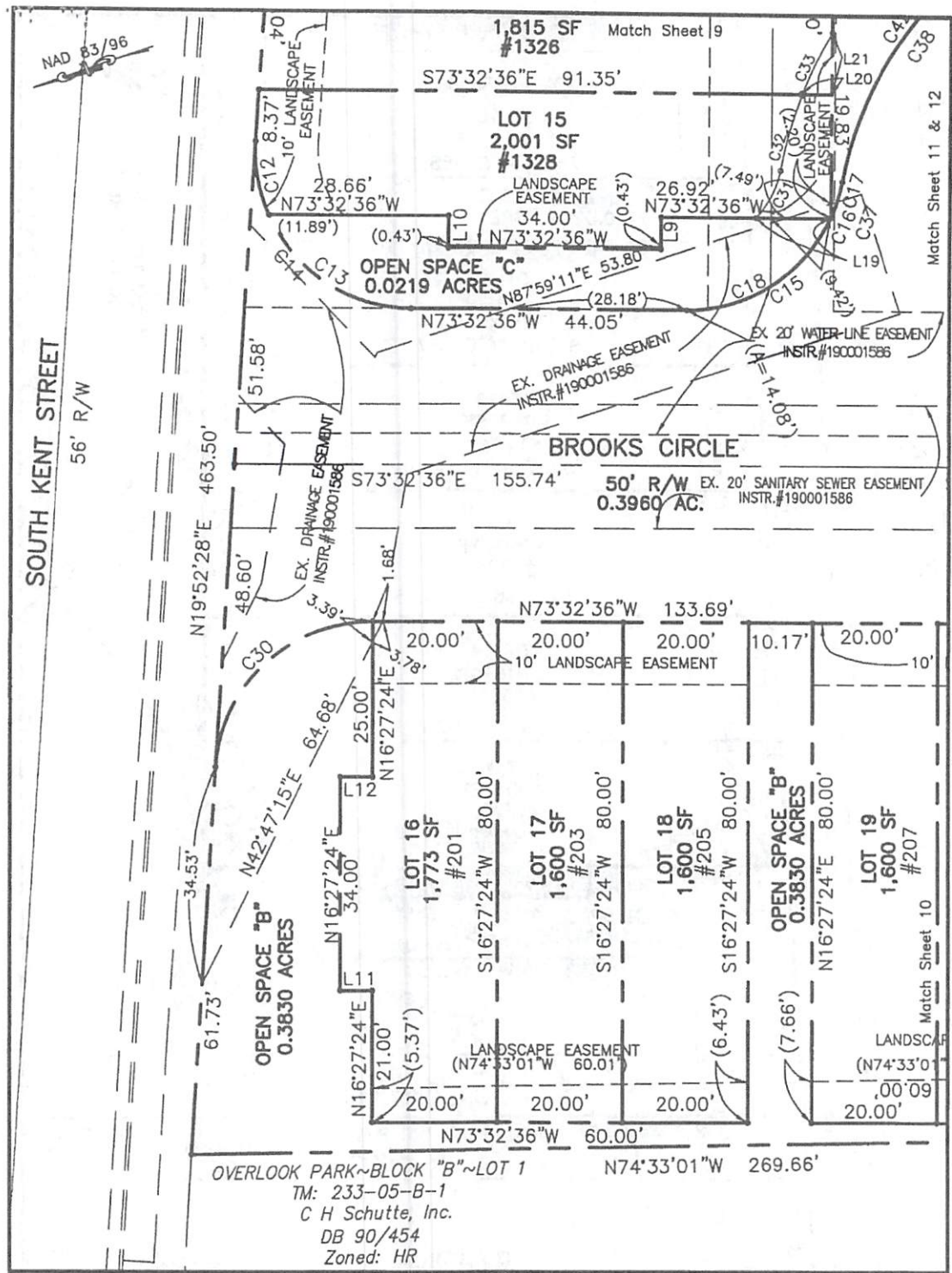
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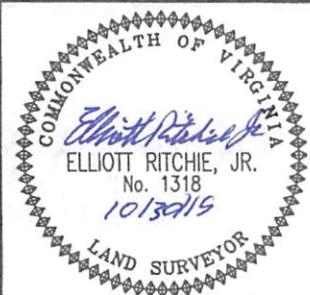








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SHEET 9 OF 12

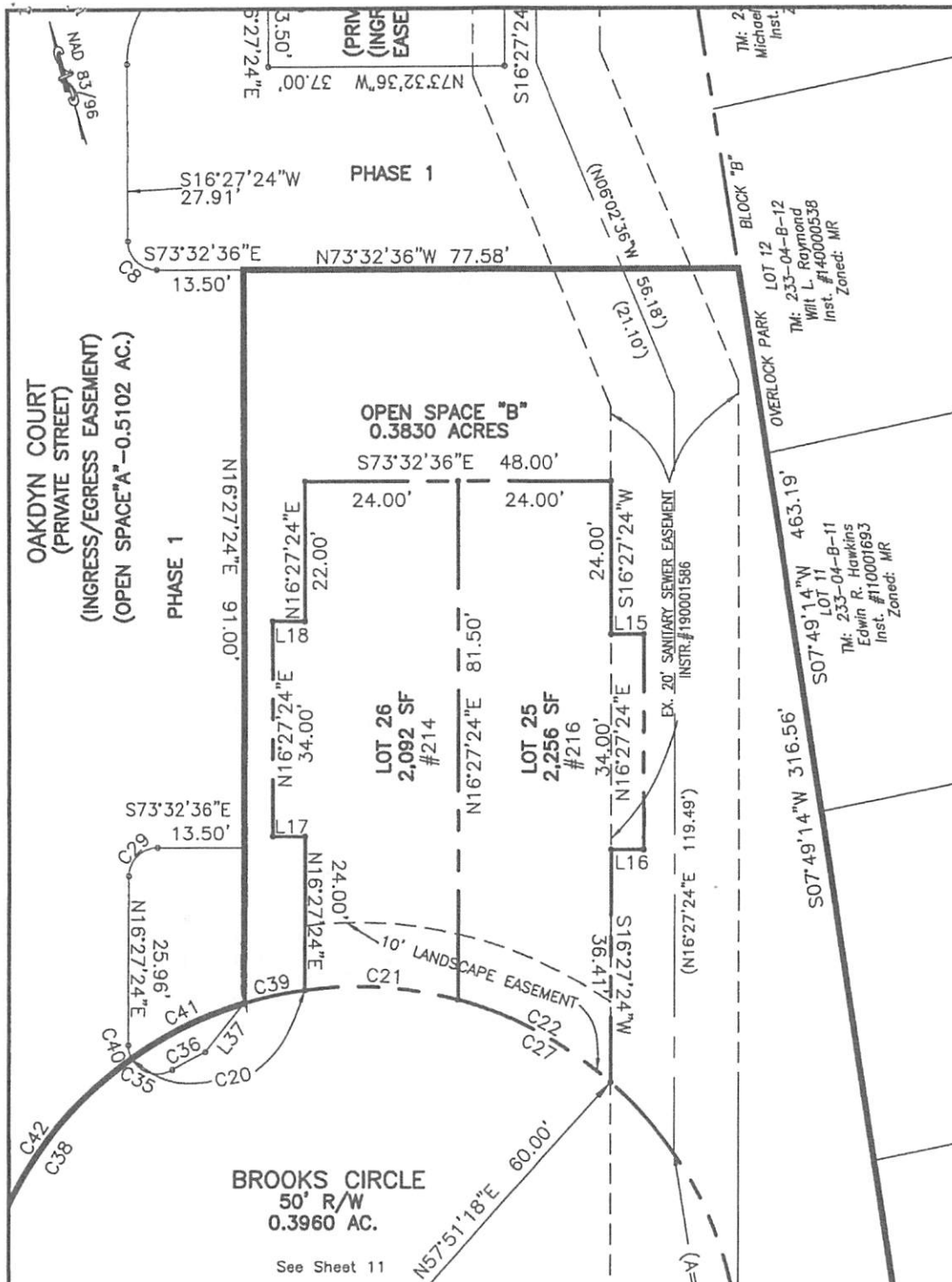


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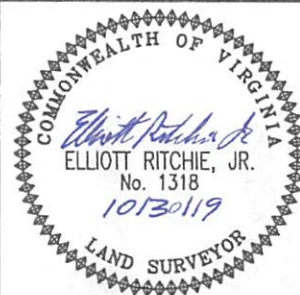








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SHEET 12 OF 12



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INSTRUMENT 190002301  
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WINCHESTER CIRCUIT COURT ON  
NOVEMBER 8, 2019 AT 12:02 PM  
WILLIAM D. GARDNER, CLERK  
RECORDED BY: MPS

Receipt : 1900009832

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



Page 1 of 1

OFFICIAL RECEIPT  
WINCHESTER CIRCUIT COURT  
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DATE : 11/08/2019

TIME : 12:04:12

CASE # : 840CLR190002301

RECEIPT # : 1900009832

TRANSACTION # : 1910800033

CASHIER : MPS

REGISTER # : B681

INSTRUMENT : 190002301

BOOK :

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RECORDED : 11/08/2019

EX : N  
EX : N

PAYMENT : FULL PAYMENT  
AT : 12:02  
LOC : CI  
PCT : 100%

RECEIVED OF : CARTER, JULIE

ADDRESS : 15 NORTH CAMERON STREET WINCHESTER, VA 22601

DATE OF DEED : 10/30/2019

CREDIT/DEBIT CARD : \$53.04

DESCRIPTION 1 : LR:160002394

NAMES : 0

CONSIDERATION : \$0.00

AVAIL : \$0.00

PAGES : 038

OP : 0

MAP : 233-01-07

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$1.00
106	TECHNOLOGY TRST FND	\$0.00
145	VSLF	\$1.50

ACCOUNT CODE	DESCRIPTION	PAID
301	CLERK RECORDING/INDEXING FEE	\$48.50
407	CONVENIENCE FEE	\$2.04

TENDERED : \$ 53.04  
AMOUNT PAID : \$ 53.04

PAYOR'S COPY

CLERK OF COURT : WILLIAM D. GARDNER

RECEIPT COPY 1 OF 2