17157

BOOK 1300 PAGE 0.365

THIS DEED OF DEDICATION AND DECLARATION FOR WOODSTOCK MEWS, made and dated this ______ day of ________, 2006, by WOODSTOCK MEWS, LLC a Virginia limited liability company, hereinafter called the "Declarant;" and and the TOWN OF WOODSTOCK, VIRGINIA, of the other part, hereinafter called "County."

WHEREAS, the Declarant is the owner in fee simple of the real estate shown on that certain Final Subdivision Plat drawn by Thomas J. Stark, L.S., dated May 19, 2006, known as "Woodstock Mews" which Final Subdivision Plat is attached hereto and incorporated herein by reference as if set out in full. This is a portion of the same real estate previously conveyed to the Declarant by that certain deed dated December 7, 2005 recorded in Deed Book 1259 at Page 150 among the land records of the Clerk of the Circuit Court for Shenandoah County, Virginia; and

WHEREAS, said real estate, as shown on the aforesaid attached Final Subdivision Plat, has been subdivided into lots for the construction of town homes thereon, and the hereinabove Final Subdivision Plat shows accurately the metes and bounds of the subdivided land, together with the dimensions of each Lot thereof and also shows certain surrounding lands in said Subdivision to be used as open space, ingress-egress easements, and utility easements (meant to include, but not be limited to, water line, sanitary sewer line, electrical, telecommunications and drainage easements), all of which shall constitute a portion of that development known as "Woodstock Mews". Those areas that are marked as common areas are to be owned and/or maintained by the Woodstock Mews Homeowners Association upon the terms and conditions set forth hereinafter; and

WHEREAS, the Subdivision of Woodstock Mews, as shown on the aforesaid attached Final Subdivision Plat, is with the free consent and in accordance with the desires of the undersigned Declarant, and the Declarant further desires to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication and Declaration.

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NOW THEREFORE, THIS DEED OF DEDICATION AND DECLARATION WITNESSETH: That for and in consideration of the premises and the benefits which will accrue by reason of this Dedication, the Declarant does hereby subdivide all of that certain tract or parcel of land designated as Woodstock Mews, lying and being situate in the Town of Woodstock, County of Shenandoah, Virginia, and being more particularly described by that certain Final Subdivision Plat drawn by Thomas J. Stark, L.S., dated May 19, 2006, known as "Woodstock Mews," which Final Subdivision Plat is attached hereto and incorporated herein as if set out in full.

FOR AND IN CONSIDERATION AS AFORESAID, the Declarant does hereby grant and convey unto the Town on the subject property:

- 1. A non-exclusive, permanent sanitary sewer easement twenty feet (20') in width to be located within those areas designated as "INGRESS/EGRESS & UTILITY EASEMENT HEREBY CREATED" and "40' INGRESS/EGRESS & UTILITY EASEMENT" respectively and shown on that certain plat Final Subdivision Plat drawn by Thomas J. Stark, L.S., dated May 19, 2006, known as "Woodstock Mews," attached hereto and incorporated herein in full by this reference and as established in the final site plan for the "Woodstock Mews" development as approved by the Town of Woodstock; and
- A non-exclusive, permanent water line easement twenty feet (20') in width to be located within those areas designated as "INGRESS/EGRESS & UTILITY EASEMENT HEREBY CREATED" and "40' INGRESS/EGRESS & UTILITY EASEMENT" respectively and shown on that certain plat Final Subdivision Plat drawn by Thomas J. Stark, L.S., dated May 19, 2006, known as "Woodstock Mews," attached hereto and incorporated herein in full by this reference and as established in the final site plan for the "Woodstock Mews" development as approved by the Town of Woodstock.

The permanent sanitary sewer easement herein conveyed grants to the Town the

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perpetual right to install, lay and maintain a sanitary sewer main, including the right to go on, over and upon the said permanent easement for the purpose of installing, laying, maintaining, repairing and replacing the same as needed.

The permanent water line easement herein conveyed grants to the Grantee the perpetual right to install, lay and maintain a water main, including the right to go on, over and upon the said permanent easement for the purpose of installing, laying, maintaining, repairing and replacing the same as needed.

The Declarant, for itself, and its successors in title, shall retain the right to use its land which is subject to the easements granted herein in any manner which shall not unreasonably interfere with the use and enjoyment of said rights by Grantee, including but not limited to the granting of further easement rights in the areas designated as "INGRESS/EGRESS & UTILITY EASEMENT HEREBY CREATED" and "40' INGRESS/EGRESS & UTILITY EASEMENT" to other parties. The Declarant, for itself, and its successors in title, shall at all times have the right to cross over and upon the said easements and to use the surface over the easements in such manner as will neither injure nor unreasonably interfere with the construction, operation or maintenance of the said sanitary sewer main and water main, except that no building or other structure shall be erected over said permanent easements unless by mutual consent of the parties or their successors.

Whenever the enjoyment of its rights hereunder requires the Town to disturb the surface of the ground, it shall be the obligation of the Town to restore the same to its condition prior to being so disturbed at the Town's expense.

PROFFERS: WOODSTOCK MEWS IS A NON PROFFERED SUBDIVISION.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodstock Mews

Homeowners Association, Inc., a non-stock Virginia corporation, its successors and

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assigns.

Section 2. "Common Areas" shall mean and refer to that certain real property designated as "Open Space" and all areas designated as "INGRESS/EGRESS & UTILITY EASEMENT HEREBY CREATED" and "40' INGRESS/EGRESS & UTILITY EASEMENT" as set forth on the Final Subdivision Plat drawn by Thomas J. Stark, L.S., dated May 19, 2006, known as "Woodstock Mews," attached hereto, and such additions to Woodstock Mews as may hereafter be brought within the jurisdiction of the Woodstock Mews Homeowners Association, Inc.

Section 3. "Lot" shall mean and refer to any of the lots (Lots 1-63 inclusive) designated upon the Final Subdivision Plat drawn by Thomas J. Stark, L.S., dated May 19, 2006, known as "Woodstock Mews," attached hereto, with the exception of the open space defined as "Common Areas" hereinabove and any other lot added as part of the "Woodstock Mews" development in the future.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Woodstock Mews as shown on the hereinabove referenced Final Subdivision Plat, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Woodstock Mews, LLC, a Virginia limited liability company, or any other entity designated by Woodstock Mews, LLC.

Section 7. "Builder" shall mean any person or entity to whom the Declarant has transferred ten (10) or more Lots owned by the Declarant.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in

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any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Only one membership shall be accorded per 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 Member of the Association 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 nor shall any vote be fractionalized for the purpose of voting.

ARTICLE IV

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), but no more than five (5) directors, who must be Members of the Association. The initial Board of Directors shall be appointed by the Declarant and serve until the first annual meeting following conveyance of the first Lot in Woodstock Mews. Thereafter, the Board of Directors shall be elected by the Membership as determined in the By-Laws of the Association.

ARTICLE V

TREASURER

The Treasurer of the Association shall be bonded with the expense of such a

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fidelity bond for said officer to be borne by the Association.

ARTICLE VI

PROPERTY RIGHTS IN COMMON AREAS

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. The Association is further empowered, with the consent of at least two-thirds (2/3) of the Members, to mortgage the area in said subdivision designated as Common Areas to secure any such borrowed funds, but such mortgage shall be subordinate to the rights of the Members hereunder. In computing the required vote of the members in connection with any such mortgage of the Common Areas, the Lots owned by the Declarant or any Builder shall not be included. All Members shall be given notice of any such proposed mortgage of said Common Areas as set forth in Paragraph C below.
- B. The rights of the Association to suspend the voting rights and the right to the use of the Common Areas of 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 as they may be promulgated and amended by the Association from time to time.
- 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

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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) days nor more than sixty (60) days in advance.

Section 2. <u>Delegation of Use</u>. Any Member may delegate, in accordance with the By-Laws, his or her right of enjoyment in the Common Areas to the members of his or her family, his or her tenants, or contract purchasers who reside on the Member's Lot.

Section 3. Title to the Common Areas. The Declarant, or such other entity as is vested with title at the time of conveyance, hereby covenants that fee simple title to the Common Areas will be conveyed to the Association free and clear of all liens and encumbrances pursuant to the terms of this Deed of Dedication and Declaration, provided further that the Declarant shall not be required to convey the Common Areas at one given time, but rather may convey the same by multiple deeds at various times and provided further that the Association shall accept said conveyance(s).

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENT FOR THE ASSOCIATION

Section 1. Assessments. 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 agrees 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 land and shall be a continuing lien upon the property of 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 personal obligation shall

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not pass to his successors in title unless expressly assumed by them, but shall continue as a lien upon said Lot as set forth hereinabove.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes, to-wit: improvements and maintenance of the Common Areas, and other common matters related to the Association, specifically including, but not limited to, payment of real estate taxes, repairs, maintenance and repair of drainage and detention facilities, maintenance and repair of street lights and payment of all utility charges therefor, maintenance and repair of utility and drainage easements, and further, for the purpose of promoting the recreation, health, safety and welfare of the residents of Woodstock Mews.

Section 3. <u>Basis and Maximum of Annual Assessments</u>. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) per Lot, subject to the following:

- A. The maximum annual assessment per Lot may be increased for the next succeeding year above that amount set forth hereinabove by a vote of the Members, and at the end of each succeeding one-year period, the Members may vote to increase the annual assessment for each next 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.
- B. After consideration of then current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments of the Association 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 year a special

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assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, specifically including, but not limited to, maintenance, repair and improvement of any Association-owned areas within said Subdivision, 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 purposes of the meeting.

Section 5. Quorum for Meetings Held Under Sections 3 and 4. At the first meeting called as provided in Sections 3 and 4 of this Article VII, the presence at a meeting of Members or of proxies entitled to cast sixty-seven percent (67%) 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, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments - Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of a Lot to an Owner, other than the Declarant or a Builder, except as stated otherwise herein. 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 the amount of the assessment and whether the assessments on a specified Lot have been

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paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. In addition the Association shall furnish, upon request, any disclosure required under § 55-512 of the Code of Virginia ("The Property Owners Association Act"), as amended.

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, and/or file a Notice of Lien among the land records and foreclose said lien against the property. Interest, costs and reasonable attorney's fees incurred in collection of delinquent assessments shall be added to the principal amount of any such delinquent 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 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages 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 mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 9. Exempt Property. The following property subject to this

Declaration shall be exempt from the assessments created herein: (1) any property
owned by the Association; (2) all properties dedicated to and accepted by a local public
authority; (3) any and all Lots owned by Declarant or its designee(s); (4) any and all
Lots owned by a Builder or its designee(s) except for out-conveyances to third-parties in

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the regular course of its business and in which the Builder has no legal interest; (5) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia. Notwithstanding the foregoing, no Lot with a residence and occupied as a dwelling shall be exempt from these assessments.

ARTICLE VIII

USE, RESTRICTIONS AND COVENANTS

The Lots in Woodstock Mews shall be subject to the following restrictions, which are constituted covenants real to run with the land:

Section 1. All Lots shall be used for single-family residential purposes only.

No detached garage, carport, utility or other out building shall be permitted on any Lot.

Section 2. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for a Lot, which signs shall not exceed five (5) square feet in area, or signs used by the Declarant or a Builder to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any Lot.

Section 3. No power boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, commercial trucks or other commercial motor vehicles (other than passenger vehicles provided to an employee Owner by his or her employer) shall be permitted on any Lot or Common Area except during the course of construction, repair or maintenance of structures or facilities permitted on a Lot or Common Area. No motor vehicle or any material portion thereof, which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot or Common Area. This provision shall not apply to any vehicle named herein that is kept within a garage attached to a dwelling unit.

Section 4. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except dogs, cats and other animals customarily kept as household pets, may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers, and provided further that persons shall use courtesy and care when walking or exercising their pets in such a

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manner that promotes the safety and health of all Owners.

Section 5. No fence or hedge shall be constructed or planted in the front nor along the side of any residence located on Lot. Rear fencing and hedges shall not exceed six feet (6') in height. All fencing shall be constructed of wood, composite lumber (e.g., TREX), masonry, iron or PVC material. No chain link fencing shall be allowed.

Section 6. No noxious or offensive activities shall be permitted on any Lot or in the Common Area nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any Owners. "Noxious or offensive activities" shall be activities which, in the sole discretion of the Board of Directors of the Association, are determined to be noxious or offensive activities by the Board of Directors of the Association.

Section 7. In the event a dwelling unit is partially or completely destroyed due to fire or any other casualty, the Owner of the Lot on which the dwelling unit is located shall, within sixty (60) days from the date of such destruction, clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition.

Section 8. In the event a dwelling unit is damaged or has materially deteriorated, whether due to fire or any other casualty or through neglect in maintaining the dwelling unit, the Owner of the Lot on which the dwelling unit is located shall immediately repair the damage or deterioration.

Section 9. No Lot shall be used or maintained as a dumping ground for refuse. Trash, garbage or other waste (refuse) shall be temporarily stored in sanitary containers and screened until removed from the Lot. No refuse or any container for the same shall be placed or stored in front of any dwelling unit, except on the date of scheduled refuse pickup (if applicable).

Section 10. No exterior clothes lines or clothes hanging devices, shall be permitted on any Lot, except for retractable umbrella-type devices with a diameter not to exceed seven feet (7') or a retractable clothesline not extending over twenty-eight feet (28'), provided, however, that the same may only be used in the rear of any dwelling unit

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constructed on said Lot and the clothes line or device is stored within the dwelling unit when the clothes line is not in use.

Section 11. Every Owner shall provide his or her Lot with off-street parking containing an area sufficient to park two (2) vehicles of the type permitted on Lots in Woodstock Mews, which area which may include all area in any driveway located on the Lot itself or in any garage attached to a dwelling unit. The parking area is to be used by the inhabitants of the dwelling unit located on said Lot. All driveways are to be constructed of concrete or other suitable material.

Section 12. No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any kind shall be constructed, installed or maintained on any Lot or dwelling unit located thereon unless a plan of construction that specifies in detail quality of workmanship, design, colors and materials shall have been approved in writing by the Declarant (or in the event that Declarant so delegates, then by the Association. This Section 13 shall not apply to Lots owned by a Builder unless specifically referenced in the deeds from the Declarant to the Builder.

Section 13. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of ten (10) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods, unless changed in accordance with Article XI, Section 3 below.

Section 14. The invalidation of any one of the covenants or restrictions contained herein by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect. The failure of the Association, any Owner or the Declarant to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a violation of these provisions occurring prior or subsequent thereto.

ARTICLE IX

EASEMENTS & RESERVATIONS

Section 1. Public Utility and Drainage Easements. The property described

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herein is, and shall be, subject to those certain easements or rights of way designated, or to be designated, on any plat relating to Woodstock Mews that have been recorded or will be recorded (including the plat attached hereto).

Section 2. Maintenance of Common Areas. The maintenance of all Common Areas shall be maintained by the Association, and in the event the Association does not maintain the Common Areas and keep the same in good repair, then the Declarant and/or the Town, as the case may be, may come upon the affected property and make any and all necessary repairs and perform any and all necessary maintenance with the cost of the same to be borne by the Association. In the event that said Association does not pay for said repairs and/or maintenance when billed, then such amounts shall become a lien upon the property belonging to the Association in favor of the Declarant or the Town, as the case may be.

Section 3. Sidewalk Easements. All lot owners shall be entitled to free passage over any sidewalks that are constructed in Woodstock Mews. All sidewalks shall be kept free of obstruction by the Owners of the Lots on which such sidewalks are located. The Owners of Lots shall be responsible for the removal of snow or any hazardous conditions or substances from sidewalks located on their Lots.

Section 4. Reservations. The Declarant makes the following Reservations:

A. The Declarant hereby reserves unto itself and its successors in title, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water and television lines and related equipment, and other utility equipment where such utility lines and equipment are located within the areas as set forth on the Final Subdivision Plat attached hereto and designated as "INGRESS/EGRESS & UTILITY EASEMENT HEREBY CREATED" and "40' INGRESS/EGRESS & UTILITY EASEMENT" on the aforesaid Final Subdivision Plat attached hereto and over the Common Areas, as needed, provided that such easements shall not interfere with the use and enjoyment of the Common Areas. This

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easement shall run with the land.

- B. The Declarant hereby further reserves for itself and its successors in title, an easement for the installation and maintenance of sidewalks, roadways, curbs, gutters, lighting, signage, drainage and storm water management facilities within those areas designated as "INGRESS/EGRESS & UTILITY EASEMENT HEREBY CREATED" and "40' INGRESS/EGRESS & UTILITY EASEMENT" on the aforesaid Final Subdivision Plat attached hereto. This easement shall run with the land.
- C. The Declarant hereby further reserves unto itself and its successors in title, for a period of five (5) years from the date hereof, a blanket easement and right on, over and under the ground within Woodstock Mews and all Lots and property contained therein, to maintain and correct drainage of surface water problems in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Declarant or its successors shall restore the affected property to its original condition as nearly as possible. The Declarant shall give reasonable notice of intent to take such action to the Association, unless in the opinion of the Declarant an emergency exists which precludes such notice. Reservation by Declarant of this easement and the rights contained herein shall not, in any way, obligate Declarant to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or responsibility upon Declarant therefor.

ARTICLE X

GENERAL RESERVATION

The Declarant herein reserves unto itself, for a period of five (5) years, the right to amend this Deed of Dedication and Declaration and the Final Subdivision Plat

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attached hereto, without any action by, or the consent of, the Association, its Members, or the Owners of any Lots.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association and/or Declarant, its successors or assigns, or any Owner, shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Deed of Dedication and Declaration, by any proceeding at law or in equity. Failure by the Association, any Owner or the Declarant, its successors or assigns, 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 the Association and/or the Declarant, its successors or assigns, or any Owner shall incur in the successful enforcement of the restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, shall be borne by the party against whom action is taken. The costs referenced herein shall include reasonable attorney's fees, court costs and damages.

Section 2. Severability: Invalidation of any one of the provisions contained herein by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment: The provisions of this Deed of Dedication and Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association and/or the Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this Deed of Dedication and Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, as described under ARTICLE VIII, Section 13, above. The covenants and restrictions of this Declaration may be amended during the first ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter, by an instrument signed by not

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less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded among the land records of County of Shenandoah, Virginia.

Section 4. <u>Dissolution</u>. 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. In the event such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit organization, for similar purposes.

The Subdivision of the land as shown on the plat of Woodstock Mews attached hereto is with the free consent and in accordance with the desire of the undersigned Declarant, and is in conformity with the provisions of "The Virginia Land Subdivision Act" as are applicable, together with the applicable ordinances and regulations of the Town of Woodstock, County of Shenandoah, Virginia, or other agency having jurisdiction thereof.

The designated "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 Woodstock Mews.

[SIGNATURES ON FOLLOWING PAGE]

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WITNESS the following signature and seal:

WOODSTOCK MEWS, LLC,

a Virginia Limited Liability Company

Fund (SEAL)

STATE OF VIRGINIA, AT LARGE

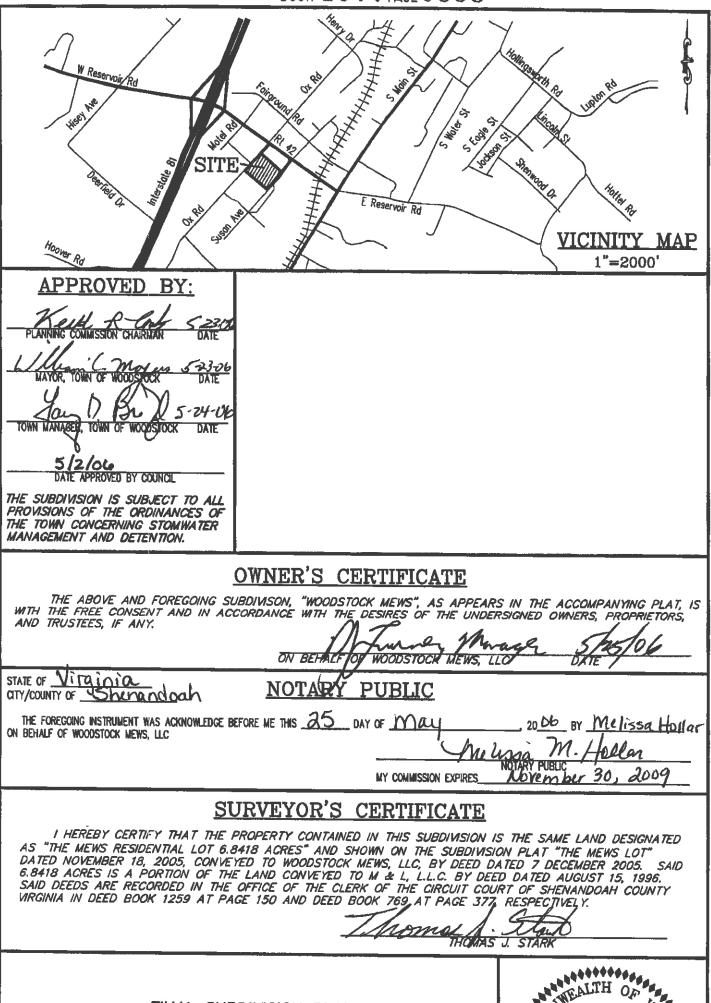
CITY/COUNTY OF Windester, To-wit:

The foregoing instrument	was acknowl	edged before i	me this 4	day of
July , 2006, by R.S			_, who is	_ cay or
Manager of W		ews, LLC, a V	'irginia Limite	d Liabilit
Company, on behalf of said compa	any.	1		
My commission expires	12/31	108	_ ¥	
	De	inter 7	hall	amı
		Notary I	Public	

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INSTRUMENT #060007151
RECORDED IN THE CLERK'S OFFICE OF
SHENANDOAH COUNTY ON
JULY 6, 2006 AT 02:06PM
8 DENISE F. BARB, CLERK Page 18 of 18

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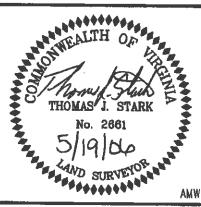


FINAL SUBDIVISION PLAT WOODSTOCK MEWS

TAX MAP 045A-4-72C TOWN OF WOODSTOCK SHENANDOAH COUNTY, VIRGINIA DATE: APRIL 10, 2006 REVISED: MAY 19, 2006

ID 6858-SUB

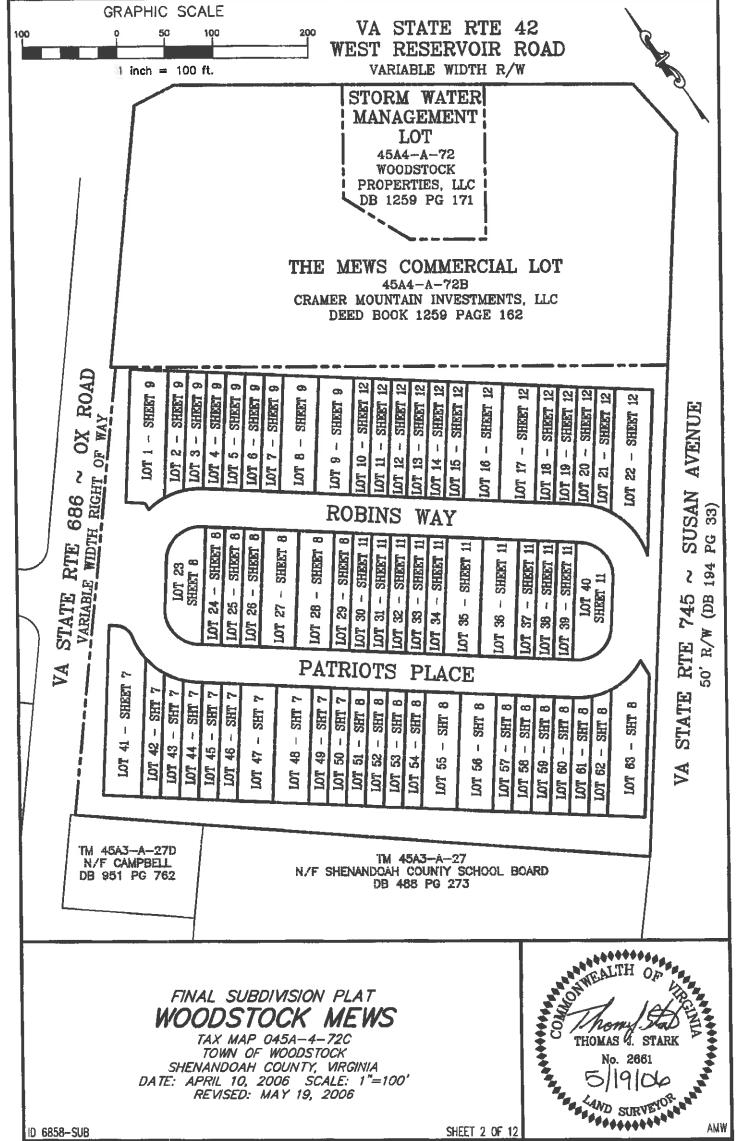
SHEET 1 OF 12





MARSH & LEGGE Land Surveyors, P.L.C.

LEGGE 560 NORTH LOUDOUN STREET WINCHESTER, VIRGINIA 22601 PHONE (540) 667-0468 FAX (540) 667-0469





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CURVE TABLE

		100			
No	RADIUS	ARC	CHORD	BEARING	<i>DELTA</i>
C1	<i>56.00'</i>	87.96	79.20'	S 83'22'35" W	90'00'00"
C2	56.00"	87.96	79.20'	N 06'37'25" W	90'00'00"
CJ	56.00'	87.96	79.20	N 83'22'35" E	90'00'00"
C4	56.00	87.96	79.20	S 06'37'25" E	9000'00"
C5	76.00'	61.11'	59.48'	S 03'53'02" E	46 '04'21"
C6	76.00'	20.96	20.89	S 34'49'13" E	15'48'01"
C7	76.00'	11.81	11.80'	S 4710'19" E	08'54'11"
C8	76.00'	0.24'	0.24'	S 51'42'48" E	0070'46"
C9	76.00	20.25	20.19	S 59'26'06" E	1575'51"
C10	76.00	21.92'	21.84	S 7519'46" E	16'31'28"
C11	76.00'	20.64	20.58	N 88'37'35" E	15'33'50"
C12	36.00°	56.55	50.91'	S 83'22'35" W	90'00'00"
C13	36.00'	56.55	50.91'	N 06'37'25" W	90'00'00"
C14	36.00	56.55	50.91'	N 83"22'35" E	90'00'00"
C15	36.00'	56.55	50.91'	S 06'37'25" E	90'00'00"
C16	17.00	3.31'	3.31'	N 54'26'00" W	1170'06"
C17	17.00'	18.85	17.90'	N 1705'11" W	63'31'34"
C18	76.00	27.86	27.70'	N 0470'34" E	21'00'05"
C19	76.00'	24.81'	24.70'	N 15'40'42" W	18'42'26"
C20	76.00	21.17	21.10	N 33'00'45" W	15'57'41"
C21	76.00°	14.10'	14.08	N 4678'30" W	10'37'49"
C22	76.00	18.15	18.11	N 58"27'58" W	13'41'06"
C23	76.00	21.62	21.55	N 73'27'27" W	16'17'52"
C24	76.00'	44.03	43.42	S 81°47'42" W	33'11'50"

EASEMENT CURVE TABLE

No	RADIUS	ARC	BEARING	CHORD	DELTA	TAN
EC1	81.00	77.77	N 24'07'09" W	74.81	55'00'32"	42.17
EC2	31.00	48.69'	S 06'37'25" E	43.84	90'00'00"	31.00
EC3	31.00	48.69'	S 83'22'35" W	43.84	90'00'00"	31.00
EC4	31.00	12.83	N 26"31'08" E	12.74	23'42'55"	6.51
EC5	31.00	48.69	N 83'22'35" E	43.84	90'00'00"	31.00
EC6	81.00	76.63	S 78'43'30" E	73.80	5472'11"	41.45
EC7	22.14	29.71	S 81'31'28" W	27.53	76"54'58"	17.58
EC8	17.00	26.44	S 03'49'17" E	23.86	89"07"36"	16.74
EC9	12.00	19.53	N 84'59'09" E	17.45	9315'40"	12.70
EC10	76.00	56.33	N 59'36'38" E	55.05	42"28"05"	29.53'

NOTES:

- 1. NO TITLE REPORT FURNISHED, THEREFORE EASEMENTS OTHER THAN SHOWN MAY EXIST. 2. UPON APPROVAL, IRON RODS ARE TO BE SET AT ALL PROPERTY CORNERS NOT PREVIOUSLY MONUMENTED.
- 3. ALL EASEMENTS AND 5' STREET RIGHT-OF-WAY SHOWN HEREON ARE HEREBY DEDICATED TO THE
- TOWN OF WOODSTOCK, VIRGINIA. 4. ISSUANCE OF ALL OCCUPANCY PERMITS IS SUBJECT TO THE APPROVAL OF THE TOWN OF WOODSTOCK OF THE COMPLETION OF WATER AND SEWER SERVICE, FIRE HYDRANTS AND ADEQUATE ACCESS TO THE
- 5. OPEN SPACE PARCEL TO BE MAINTAINED BY THE WOODSTOCK MEWS HONEOWNER'S ASSOCIATION. STORM WATER MANAGEMENT PARCEL TO BE CONVEYED TO CRAMER MOUNTAIN INVESTMENTS, L.C. 6. AS PER SECTION 90-380(6)(f) OF THE CODE OF THE TOWN OF WOODSTOCK, ACCESSORY BUILDINGS ARE NOT PERMITTED; EXCEPT, THAT ON ANY LOT THERE MAY BE AN ENCLOSED STORAGE STRUCTURE NOT EXCEEDING SEVEN FEET IN HEIGHT, NOR EXCEED TEN FEET BY TEN FEET IN AREA.

LINE TABLE

No	BEARING	DIST
41	S 48'50'57" E	6.39
		17.99
L3	N 0523'37" E	7.67
L4	N 51'37'25" W	20.00
L5	N 46'51'35" W	15.73°

EASEMENT LINE TABLE

No	BEARING	DIST
E1	N 51'37'25" W	3.45'
E2	S 38"22"35" W	11.50
E3	N 51'37'25" W	3,33'
E4	S 38'22'35" W	11.50
E5	N 38 22 34 E	11.50'
E6	N 51'37'25" W	1.65'
£7	N 38'22'35" E	10.43
E8	N 38'23'57" E	10.00
E9	N 43'22'03" E	21.40
E10	N 5912'49" W	8.97
E11	N 38 22 35 E	7.41
E12	N 38'22'35" E	6.28
£13	S 38°22'35" W	11.50
£14	S 51'37'25" E	1.17
£15	S 44'37'38" W	7.42
E16.	S 38'22'35" W	17.46
E17	N 5218'33" W	12.19
E18	N 62'03'27" W	10.37
E19	S 38'22'35" W	11.50
E20	S 51'37'25" E	8.86'
E21	N 38'22'35" E	33.40'
£22	N 38'23'27" E	10.00
E23	S 51'37'34" E	2.07
E24	N 38"22'35" E	9.00'
E25.	S 38'22'35" W	30.16
E26	N 38'22'35" E	27,40
E27	S 51'37'34" E	8.93'
E28	S 38"22"35" W	9.00'
E29	N 38"22'38" E	11.50'
£30	S 51'37'25" E	2.11'
E31	S 38"22"35" W	27.12
E32	N 1814'48" W	8.76'
E33	N 01'45'18" E	7.57
E34	N 41'39'21" E	13.37
E35	S 38 22 38" W	11.50
E36	S 51'37'25" E	8.89'
E37	N 41'39'21" E	38.90
E38	S 49'51'45" E	16.84
E39	S 63'35'46" E	6.42
E40	N 48'23'04" W	2.99'
E41	S 38'22'35" W	9.14

AREA TABULATION

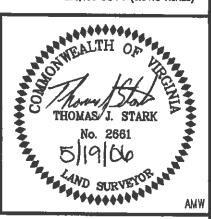
Total area in lots = 202,863 sq ft total area in open space = 95,167 sq ft 298,030 SQ FT (5.8418 ACRES)

FINAL SUBDIVISION PLAT *WOODSTOCK MEWS*

TAX MAP 045A-4-72C TOWN OF WOODSTOCK SHENANDOAH COUNTY, VIRGINIA DATE: APRIL 10, 2006 REVISED: MAY 19, 2006

ID 6858-SUB

SHEET 3 OF 12

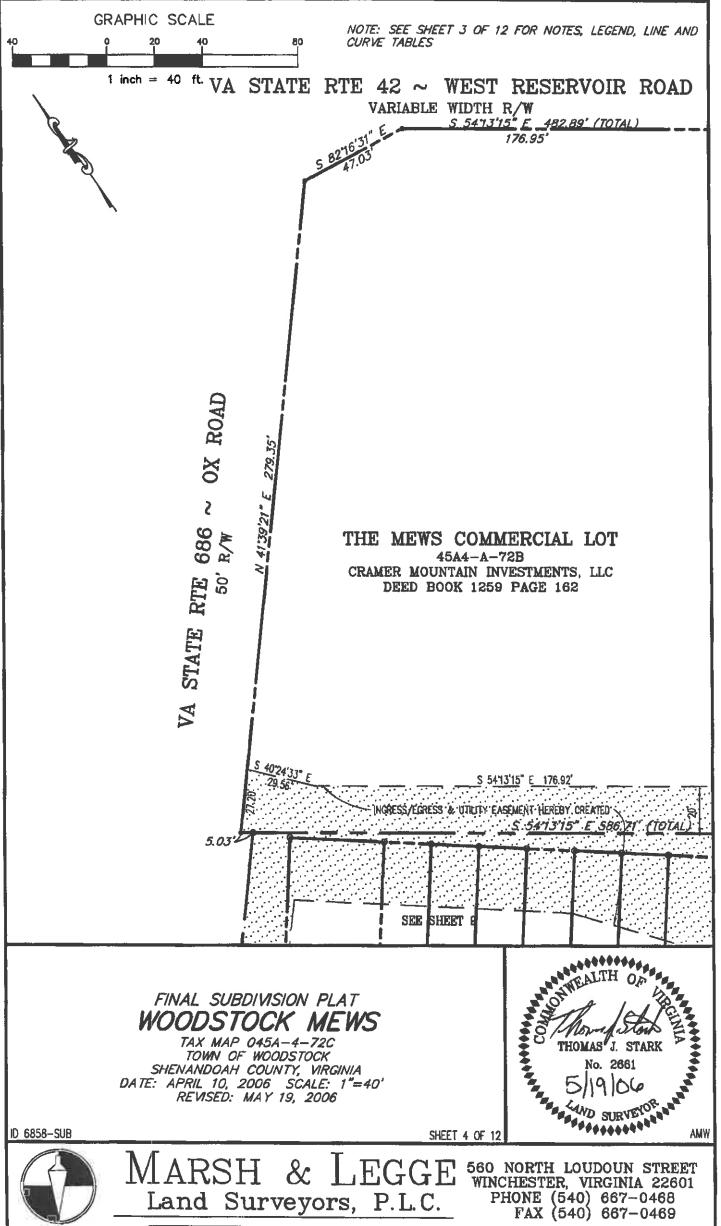




MARSH & LEGGE 560 NORTH LOUDOUN STREET WINCHESTER, VIRGINIA 22601

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PHONE (540) 667-0468 FAX (540) 667-0469





Land Surveyors, P.L.C.

NOTE: SEE SHEET 3 OF 12 FOR NOTES, LEGEND, LINE AND CURVE TABLES VA STATE RTE 42 ~ WEST RESERVOIR ROAD VARIABLE WIDTH R/W S 5473'15" E 176.95" 482,89' (TOTAL) 150.00 155.94 STORM WATER MANAGEMENT LOT 45A4-A-72 WOODSTOCK PROPERTIES, LLC DB 1259 PG 171 N 54'13'15" W 79.90' THE MEWS COMMERCIAL LOT 45A4-A-72B CRAMER MOUNTAIN INVESTMENTS, LLC **DEED BOOK 1259 PAGE 162** 44"20"19" W 20.73 S 5413'15" E
INGRESS/ECRESS & UTILITY EASEMENT HEREBY CREATED.

586.71 (107AL) SEE SHEET 9. FINAL SUBDIVISION PLAT *WOODSTOCK MEWS* TAX MAP 045A-4-72C TOWN OF WOODSTOCK THOMAS J. STARK No. 2661 SHENANDOAH COUNTY, VIRGINIA DATE: APRIL 19, 2006 SCALE: 1"=40' REVISED: MAY 10, 2006 WD SURVEYO ND SURVE ID 6858-SUB **AMW** SHEET 5 OF 12 & LEGGE 560 NORTH LOUDOUN STREET WINCHESTER, VIRGINIA 22601 PHONE (540) 667-0468 FAX (540) 667-0469 MARSH



Land Surveyors, P.L.C.

NOTE: SEE SHEET 3 OF 12 FOR NOTES, LEGEND, LINE AND CURVE TABLES

BOOK 1300 PAGE 0388

VA STATE RTE 42 ~ WEST RESERVOIR ROAD

VARIABLE WIDTH R/W

S 5473'15" E 482,89'(TOTAL, 155.94'

THE MEWS COMMERCIAL LOT 45A4-A-72B CRAMER MOUNTAIN INVESTMENTS, DEED BOOK 1259 PAGE 162

VA STATE RTE

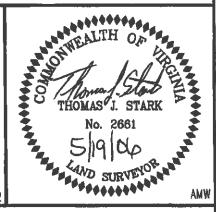
INCRESS/EGRESS & UTILITY EASEMENT HEREBY-CREATED

FINAL SUBDIVISION PLAT *WOODSTOCK MEWS*

TAX MAP 045A-4-72C TOWN OF WOODSTOCK SHENANDOAH COUNTY, VIRGINIA DATE: APRIL 19, 2006 SCALE: 1"=40 REVISED: MAY 10, 2006

ID 6858-SUB

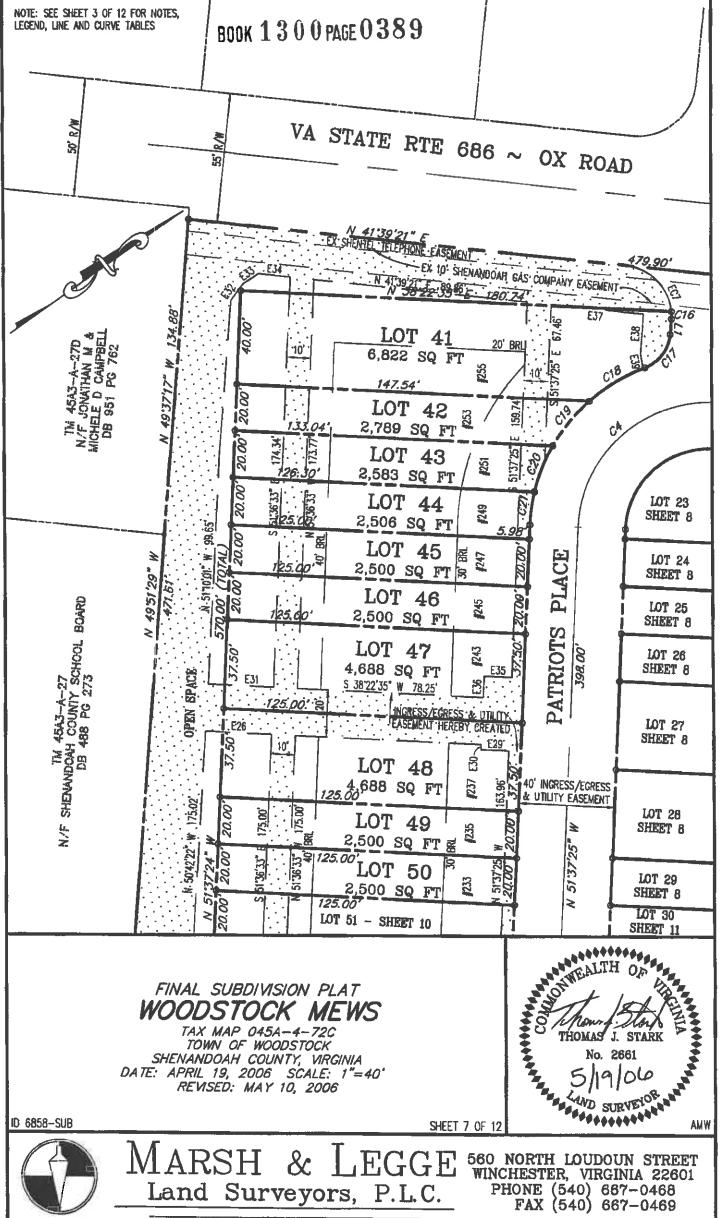
SHEET 6 OF 12





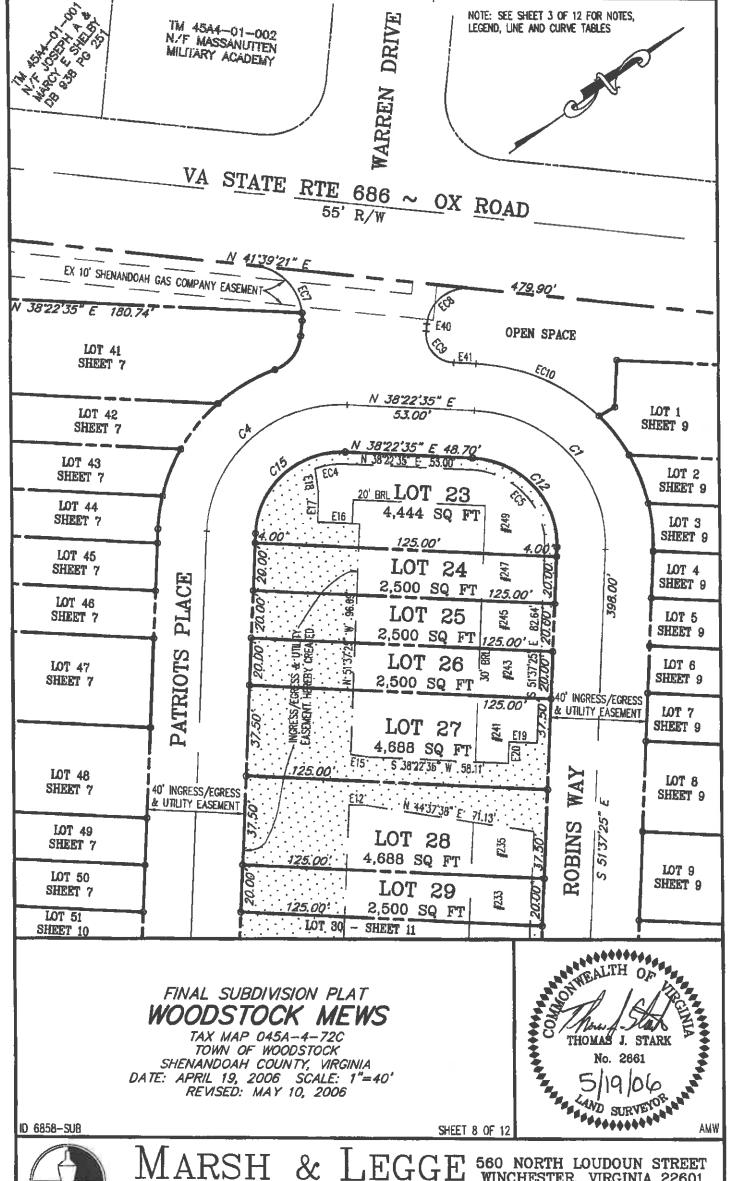
Marsh & P.L.C. Surveyors,

EGGE 560 NORTH LOUDOUN STREET WINCHESTER, VIRGINIA 22601 PHONE (540) 667-0468 FAX (540) 667-0469





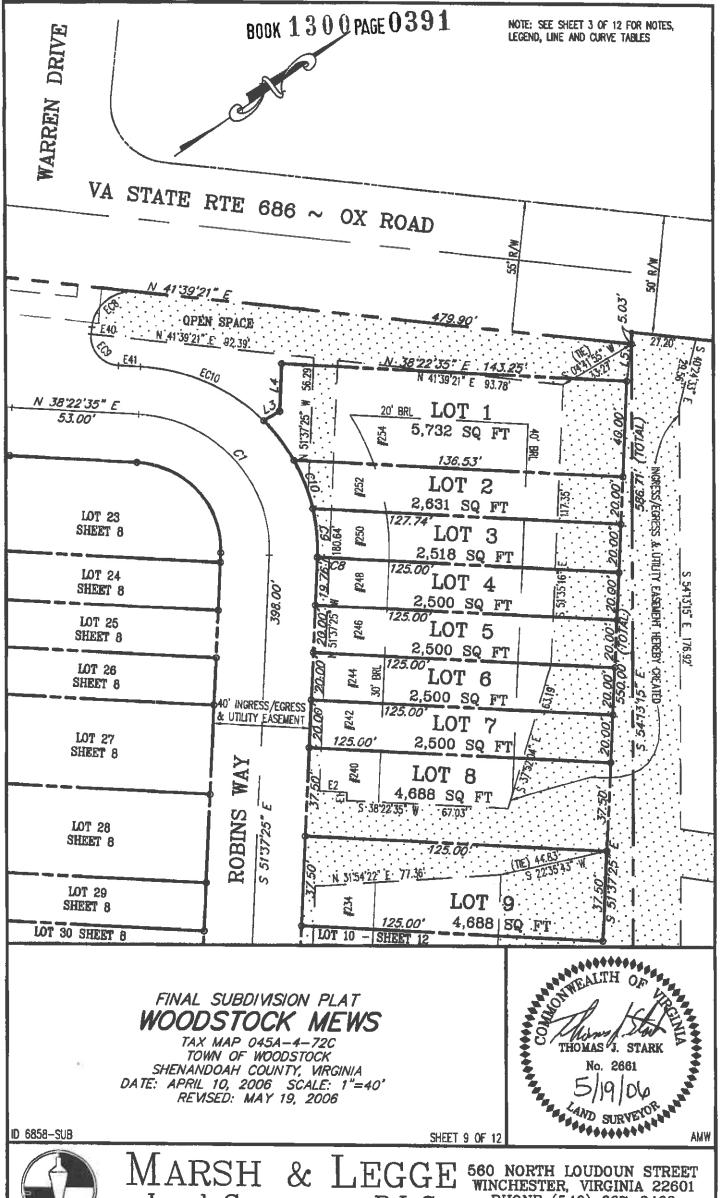
Land Surveyors, P.L.C.





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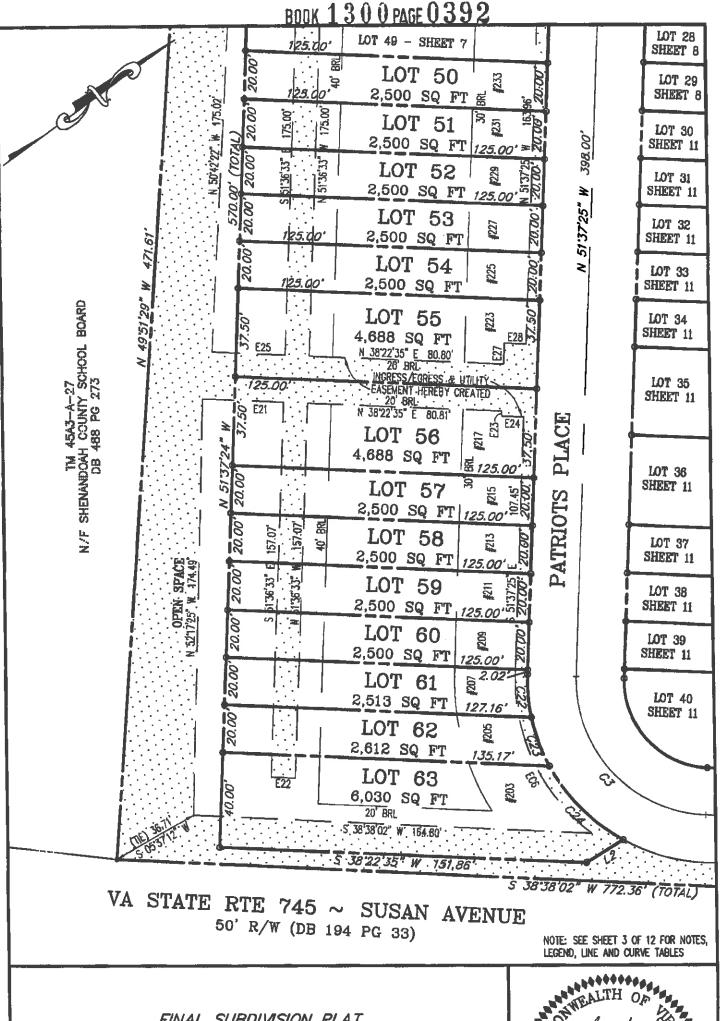
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FINAL SUBDIVISION PLAT *WOODSTOCK MEWS*

TAX MAP 045A-4-72C TOWN OF WOODSTOCK SHENANDOAH COUNTY, VIRGINIA DATE: APRIL 10, 2006 SCALE: 1"=40'
REVISED: MAY 19, 2006

SHEET 10 OF 12

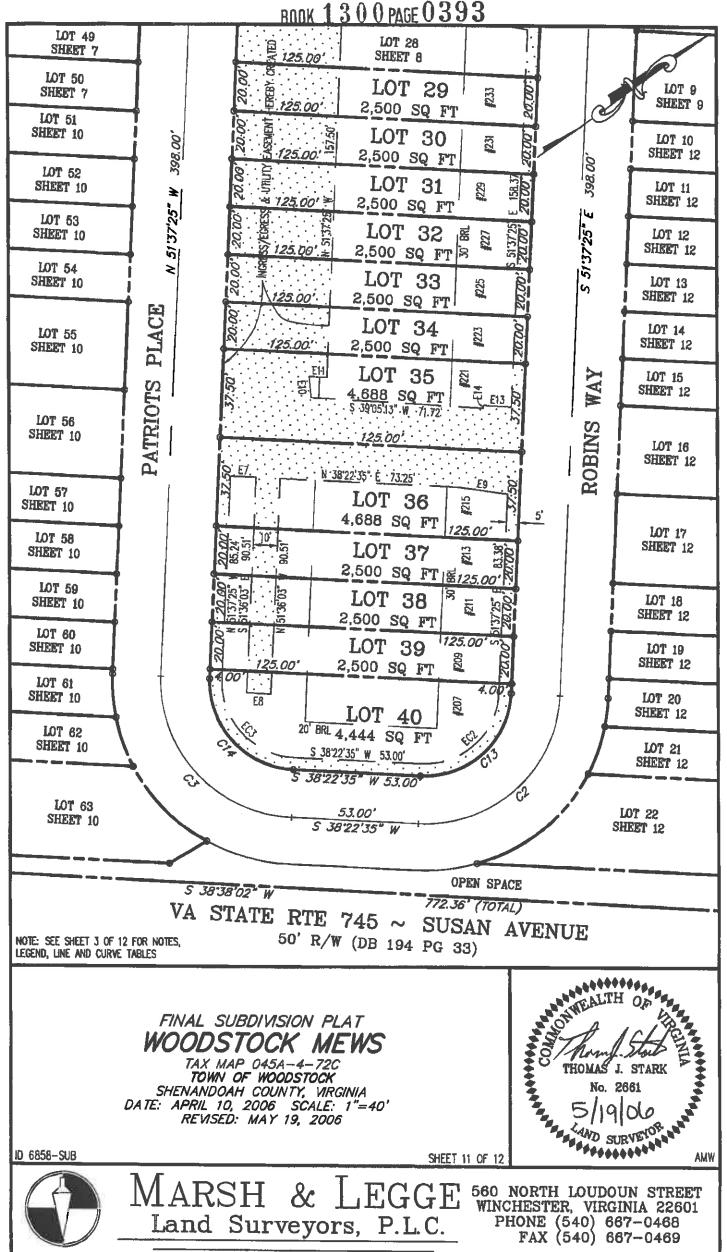
THOMAS J. STARK No. 2661 5/19/06 WD SURVEYOR ND SURVE AMW

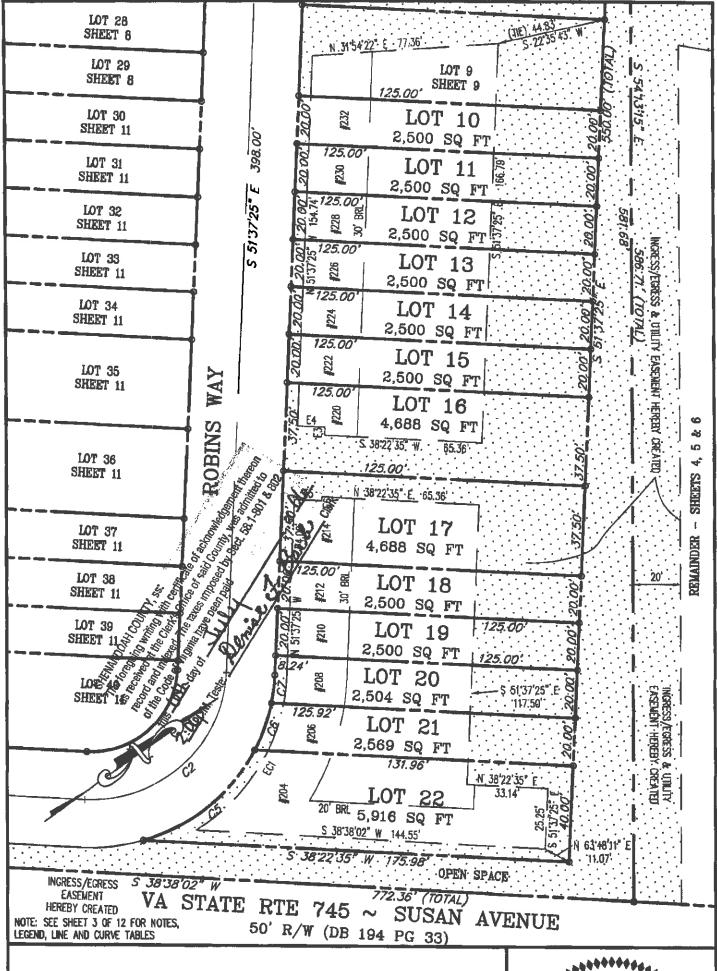
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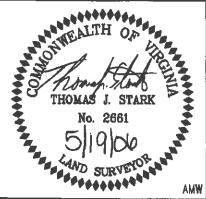


FINAL SUBDIVISION PLAT WOODSTOCK MEWS

TAX MAP 045A-4-72C TOWN OF WOODSTOCK SHENANDOAH COUNTY, VIRGINIA DATE: APRIL 10, 2006 SCALE: 1"=40' REVISED: MAY 19, 2006

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SHEET 12 OF 12





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