

DEED OF DEDICATION

RAVEN POINTE, SECTION 5

OWNED BY:

GLAIZE DEVELOPMENTS, INC., A VIRGINIA CORPORATION

DEVELOPER:
GLAIZE DEVELOPMENTS, INC.
P.O.BOX 888
WINCHESTER, VA 22604
(540) 662-2092

INDEX
DEED OF DEDICATION

PAGE NUMBER

PROLOGUE	1, 2, 3
PROFFERS	3
ARTICLE I - DEFINITIONS	3
SECTION 1: ASSOCIATION	3
SECTION 2: COMMON AREAS	3
SECTION 3: LOT	3
SECTION 4: MEMBER	4
SECTION 5: OWNER	4
SECTION 6: EXISTING PROPERTY	4
SECTION 7: DECLARANT	4
ARTICLE II - ADDITIONS TO THE PROPERTY SUBJECT TO THIS DECLARATION	5
SECTION 1: ADDITIONAL SECTIONS	5
SECTION 2: SUPPLEMENTARY DECLARATION	5
SECTION 3: COMPLIMENTARY ADDITIONS	5
SECTION 4: DECLARANT NOT BOUND TO ADD PROPERTIES	6
ARTICLE III - MEMBERSHIP	6
ARTICLE IV - VOTING RIGHTS	7
BOARD OF DIRECTORS	7
TREASURER	7
ARTICLE V - PROPERTY RIGHTS IN COMMON PROPERTIES	8
SECTION 1: MEMBERS' EASEMENTS OF ENJOYMENT	8
SECTION 2: DELEGATION OF USE	9
SECTION 3: TITLE TO THE "COMMON AREAS"	9
ARTICLE VI - COVENANTS FOR MAINTENANCE ASSESSMENT FOR THE ASSOCIATION	9
SECTION 1: ASSESSMENTS	10
SECTION 2: PURPOSE OF ASSESSMENTS	10
SECTION 3: BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS	11
SECTION 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS	12
SECTION 5: QUORUM FOR ANY ACTION AUTHORITY UNDER SECTIONS 3&4	12

SECTION 6: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS-DUE DATE	13
SECTION 7: EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION	14
SECTION 8: SUBORDINATION OF THE LIEN TO MORTGAGE	14
SECTION 9: EXEMPT PROPERTY	15
SECTION 10: FAILURE TO MAINTAIN "COMMON AREAS"	15
SECTION 11: MERGERS	15
ARTICLE VII - USE RESTRICTIONS AND COVENANTS	16
ARTICLE VIII - EASEMENTS & RESERVATIONS	21
SECTION 1: PUBLIC UTILITY AND DRAINAGE EASEMENTS	21
SECTION 2: MAINTENANCE OF DRAINAGE EASEMENTS AND DETENTION AREAS	22
SECTION 3: SIDEWALK EASEMENTS	22
SECTION 4: SIGNAGE EASEMENTS	23
SECTION 5: RESERVATIONS (a) (b)	23
ARTICLE IX - GENERAL RESERVATION	24
ARTICLE X - GENERAL PROVISIONS	25
SECTION 1: ENFORCEMENT	25
SECTION 2: SEVERABILITY	25
SECTION 3: AMENDMENT	26
SECTION 4: DISSOLUTION	26
SIGNATURE PAGE AND NOTARY ACKNOWLEDGMENTS	28

THIS DEED OF DEDICATION, made and dated this 23 day of July, 2004, by and between GLAIZE DEVELOPMENTS, INC. a Virginia Corporation, of the first part, hereinafter collectively called the DECLARANT; and the COUNTY OF FREDERICK, 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 Randy A. Stowers, L.S., dated July 21, 2004, known as Raven Pointe, Section 5 which Final 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 deeds recorded in Deed Book 300 at Page 571 and Instrument No. 020008672, among the land records of Frederick 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 single family homes thereon (Lots 97-103, 108-164, inclusive), and the hereinabove Final 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 public streets, open space, sanitary sewer easements, utility, ingress-egress,

drainage and signage easements, all of which shall constitute a portion of that development known as Raven Pointe Section 5. Those areas that are marked as common areas are to be owned and/or maintained by Raven Pointe Homeowners Association upon the terms and conditions set forth hereinafter; and

WHEREAS, the Subdivision of Raven Pointe Section 5, 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.

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 Dedication, the DECLARANT does hereby subdivide all of that certain tract or parcel of land designated as Raven Pointe, Section 5, lying and being situate in the County of Frederick, Virginia, and being more particularly described by that certain Final Subdivision Plat of Raven Pointe, Section 5, by Randy A. Stowers, L.S., dated July 21, 2004 (containing Lots 97-103, 108-164, inclusive) 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 further dedicate all of the streets in Raven Pointe, Section 5, to Frederick County, Virginia (hereinafter sometimes referred to as "The County") for public use, which streets dedicated hereby are more particularly described by the hereinabove referenced Final Subdivision Plat of Raven Pointe, Section 5.

PROFFERS: RAVEN POINTE, SECTION 5 IS A **NON PROFFERED SUBDIVISION**.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Raven Pointe Homeowners Association, Inc., a nonstock Virginia corporation, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to that certain real property described as open space, and such additions thereto as may hereafter be brought within the jurisdiction of the Raven Pointe Homeowners Association, Inc.

Section 3. "Lot" shall mean and refer to any of the Lots (Lots 97-

103, 108-164, inclusive) designated upon the Final Subdivision Plat of Raven Pointe, Section 5 with the exception of the open space defined as "Common Areas" hereinabove and any other "lot" added as part of "Raven Pointe" development.

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 Raven Pointe, Section 5, as shown on the hereinabove referenced Final Subdivision Plat or any lot added in future sections of Raven Pointe, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Existing Property" shall mean that property that has been subdivided and placed of record as a section of the Raven Pointe Subdivision.

Section 7. "Declarant" shall mean and refer to Glaize Developments, Inc. a Virginia Corporation, or any other entity designated by Glaize Developments, Inc.

ARTICLE II

ADDITIONS TO THE PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additional Sections: Additional sections of Raven Pointe will be added in the future and those sections, as they are added, will become part of Raven Pointe subdivision, subject to the same provisions as set forth herein and governed by the same Property Owners Association, provided however that Declarant may amend the land use restrictions, set back requirements, building sizes and any other provisions so long as the same scheme established in Raven Pointe, Section 5, that being single family residential lots, is maintained.

Section 2. Supplementary Declaration:

The addition(s) authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration (amended as herein permitted) to such property.

Section 3: Complimentary Declarations: Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties,

and as are not inconsistent with the scheme of this Declaration. Except as hereinafter permitted, such Supplementary Declaration shall not revoke, modify, or add to the covenants established by this Declaration within the Existing Property.

Section 4: Declarant Not Bound to Add Properties: The Declarant shall not be and is not bound to make or proceed with the addition of any of the proposed additional sections of Raven Pointe Subdivision.

ARTICLE III

MEMBERSHIP

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

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 III. 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.

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 Raven Pointe, Section 5; thereafter, the Board of Directors shall be elected by the Membership as determined in the By Laws 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 V

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". 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 Homeowners 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 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), infra.
- (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.

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

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 property.

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 open space (referred to hereinabove as "Common Areas") will be conveyed to the Association free and clear of all liens and encumbrances, 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 VI

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 against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner(s) of such property at the time when the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien upon said Lot as set forth 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, 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 in Raven Pointe, Section 5.

Section 3. Basis and Maximum of Annual Assessments: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot for all Lots (Lots 97-103, 108-164, inclusive:

- (a): The maximum annual assessment per Lot may be increased above that set forth hereinabove by a vote of the Members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of 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. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (b): 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", 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 any Action Authority Under Sections 3 and 4: At the first meeting called, as provided in Sections 3 and 4 hereof, 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 ($\frac{1}{2}$) 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, 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 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 Section 55-512, Code of Virginia, 1950, as amended.

Section 7. 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 file a Notice of Lien among the land records and foreclose said lien against the property, 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 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: (a) Any property owned by the Association; (b) All properties dedicated to and accepted by a local public authority; (c) Any and all Lots owned by DECLARANT or its designee(s) except for out-conveyances to third party Lot owners in the regular course of business and in which the DECLARANT has no legal interest; (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia; (e) all lots for a period of nine (9) months from the date of the deed of conveyance from the Declarant to any third party. However, no Lot with a residence and occupied as a dwelling shall be exempt from these assessments.

Section 10. Failure to Maintain "Common Areas": In the event that the Association, or its successors, shall fail to maintain the "Common Areas" in reasonable order and condition, Frederick County may take such action as authorized by Frederick County's applicable Ordinance(s).

Section 11: Mergers: Upon a merger or consolidation of the Association with another Association as provided in its Articles of

Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights, and obligations of Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration with the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as herein provided.

ARTICLE VII

USE, RESTRICTIONS AND COVENANTS

The single family Lots in Raven Pointe, Section 5 shall be subject to the following restrictions, which are constituted covenants real to run with the land:

1. All Lots shall be used for single-family residential purposes only. No detached garage or carport shall be permitted on any Lot. Any utility or other out building on any Lot shall be of the same material and construction as the main structure on such Lot and shall follow the same color scheme as the dwelling on said lot.

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, or signs used by the DECLARANT to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any Lot.
3. No power boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks of 3/4 ton (or less) or vans) shall be permitted on any Lot or common area except during the course of construction. No motor vehicle or material portion thereof, which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot or common area. No commercial or business vehicle, of any type, unless excepted herein as to size, shall be allowed to park on any lot in said subdivision at any time, after the construction of a dwelling house has been completed. This provision shall not apply to any vehicle named herein that is kept within the garage of the dwelling unit.
4. 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 and provided that persons shall use courtesy and care when walking or exercising their pets in such a manner that promotes the safety and health of all owners.
5. No fence or hedge shall be constructed or planted in the front nor along the side of any residence. Rear fencing and hedges shall not exceed six feet

(6') in height. All fencing shall be constructed of wood, composite lumber (TREX), masonry, iron or PVC material. No chain link fencing shall be allowed.

On corner lots no fence or hedge shall be constructed or planted in the front nor along the sides of any dwelling unit nor within twenty-five (25) feet of any public street.

6. 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 neighborhood.
7. In the event that a dwelling is destroyed, the owner of the dwelling, within sixty (60) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition.
8. In the event a dwelling unit is damaged, or has materially deteriorated, the owner of the unit shall immediately repair the damage or deterioration.
9. No Lot shall be used or maintained as a dumping ground for refuse. Trash, garbage or other waste (refuse) shall be in sanitary containers and screened. No refuse or any container for same shall be placed or stored in front of any house, except on the date of refuse pickup.
10. No exterior clothes lines, or hanging device, shall be permitted on any Lot, except for an umbrella-type with a diameter not to exceed seven (7) feet or a retractable clothesline not extending over twenty-eight (28) feet; provided, however, that the same may only be used in the rear of any building constructed on said Lot and the clothes line is stored within a utility building or the

equivalent or retracted when the clothes line is not in use.

11. Every owner shall provide his Lot with off-street parking space of at least 450 square feet, which may include all area in any driveway located on the Lot itself, to be used by the inhabitants of the dwelling house located on said Lot. It is the intent of this restriction that parking space for at least (2) vehicles be provided. All driveways are to be constructed of concrete and shall be installed per the specifications utilized by the Virginia Department of Highways.
12. All Lots are subject to such ten foot (10') Slope and Drainage Easement along all rights of way, and a ten foot (10') Utility and Drainage Easement along all property lines, except the front property lines shall be subject to such easements in the width of twenty-five (25') feet.
13. There shall be no planting that impairs vision placed, or fences, shrubbery or other obstruction maintained on any corner Lot which rises more than three feet (3') above ground level within twenty-five feet (25') of the intersection of any street lines.
14. One-story houses shall have 1,750 square feet of living space. Two-story houses shall have 1100 square feet of living space on the first floor above ground and a total living space of 2000 square feet. All other house configurations, such as, but not limited to, Cape Cod, Saltbox, Multi-level and Tri-level shall have 2000 square feet of usable, finished living space. Living space shall be computed using outside foundation measures and shall be exclusive of carports, garages and basements. Roof pitch shall be at least 6/12".

The foundation of all houses shall have a brick veneer or finished masonry other than poured molded concrete or parget block from the house plate to the ground surface, which brick veneer or finished masonry shall be on the side of the house facing the street and on the two sides of the house facing the side lines. No brick veneer or finished masonry is required on the side of the house facing the rear property line.

15. All Lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the plat attached hereto in addition to those applicable requirements of any COUNTY Ordinance.
16. No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any character, shall be constructed on any Lot or dwelling located thereon, unless the "plan" of construction, including quality of workmanship, design, colors and materials including siding specifications shall have been approved in writing by the DECLARANT or in the event that Declarant so delegates then by Raven Pointe Homeowners Association, as being in harmony with the whole single family section and especially the adjoining single family residential properties.
17. 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 X, Section 3, infra.
18. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court

Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Homeowners Association, Owner or the DECLARANT herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

ARTICLE VIII

EASEMENTS & RESERVATIONS

Section 1. Public Utility and Drainage Easements: The property described herein is, and shall be, subject to those certain easements or rights of way designated, or to be designated, as Water Easements, Sanitary Sewer Easements, Drainage Easements, Gas Easements, Utility Easements and signage easements on any plat relating to Raven Pointe, Section 5 that have been recorded or will be recorded (including the plat attached hereto), and including any plats adding future sections. The DECLARANT does hereby grant and convey unto the COUNTY, or other agency having jurisdiction thereof, a perpetual right of way or easement for the maintenance and repair of the aforesaid easements and any related facility designated on the aforesaid plat as Water Easements, Sanitary Sewer Easements, Drainage Easements, Gas Easements and Utility Easements.

Section 2. Maintenance of Drainage Easements and Detention Areas:

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

Section 3. Sidewalk Easements. All lot owners shall be entitled to free passage over any sidewalks that are constructed and which run parallel with the streets in Raven Pointe, Section 5 and over any sidewalks so constructed with regard to additional properties added as a part of Raven Pointe. All sidewalks shall be kept free of obstruction and provided further that all owners shall remove snow from the sidewalk that transverses their

lot.

Section 4. Signage Easements: The Declarant reserves unto itself, its successors and assigns, a certain signage easement located on the northwest corner of Lot 143. This easement shall be located in the corner space 20' x 20'. The purpose of said signage easements is to erect identification signage for the Raven Pointe Section 5 Subdivision, and additional lands added thereto as provided herein and which signage shall be maintained by the Raven Pointe Homeowners Association, Inc., provided that the initial entrance signage and easements off U. S. Route 50 will eventually be shared prorata with other Raven projects utilizing said entrance.

Section 5. Reservations:

(a) The DECLARANT reserves unto itself, its successors or assigns, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water and television lines and related equipment, and other utility equipment where such utility lines and equipment are located within the easements reserved herein or as set forth on the Final Subdivision Plat of Raven Pointe and over the "Common Areas," as needed, provided that such easements shall not interfere with the use and enjoyment of the "Common

Areas."

(b) The DECLARANT further reserves unto itself, its successors or assigns, for a period of five (5) years from the date hereof, a blanket easement and right on, over and under the ground within said Subdivision 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 shall restore the affected property to its original condition as near as practical. The DECLARANT shall give reasonable notice of intent to take such action to the Property Owners Association, unless in the opinion of the DECLARANT an emergency exists which precludes such notice. Reservation by DECLARANT of such blanket easement and 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 IX

GENERAL RESERVATION

The DECLARANT herein reserves unto itself, for a period of five (5)

years, the right to amend this Deed of Dedication, provided that the single family residential nature of the subdivision shall not be changed.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement: The Association and/or Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter, imposed by the provisions of this Deed of Dedication. Failure by the Association, owner, or Declarant, its successors or assigns, or by 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 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 which action is taken and which costs shall include reasonable attorney's fees, 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.

attached hereto, or future plats to be recorded, 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 governing body of the COUNTY, 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 members in Raven Pointe Section 5 or to additional sections added pursuant to Article II, supra.

WITNESS the following signature and seal:

GLAIZE DEVELOPMENTS, INC.,
a Virginia Corporation

By: Fred L Glaze III (SEAL)

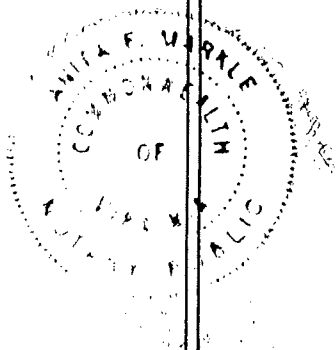
STATE OF VIRGINIA, AT LARGE

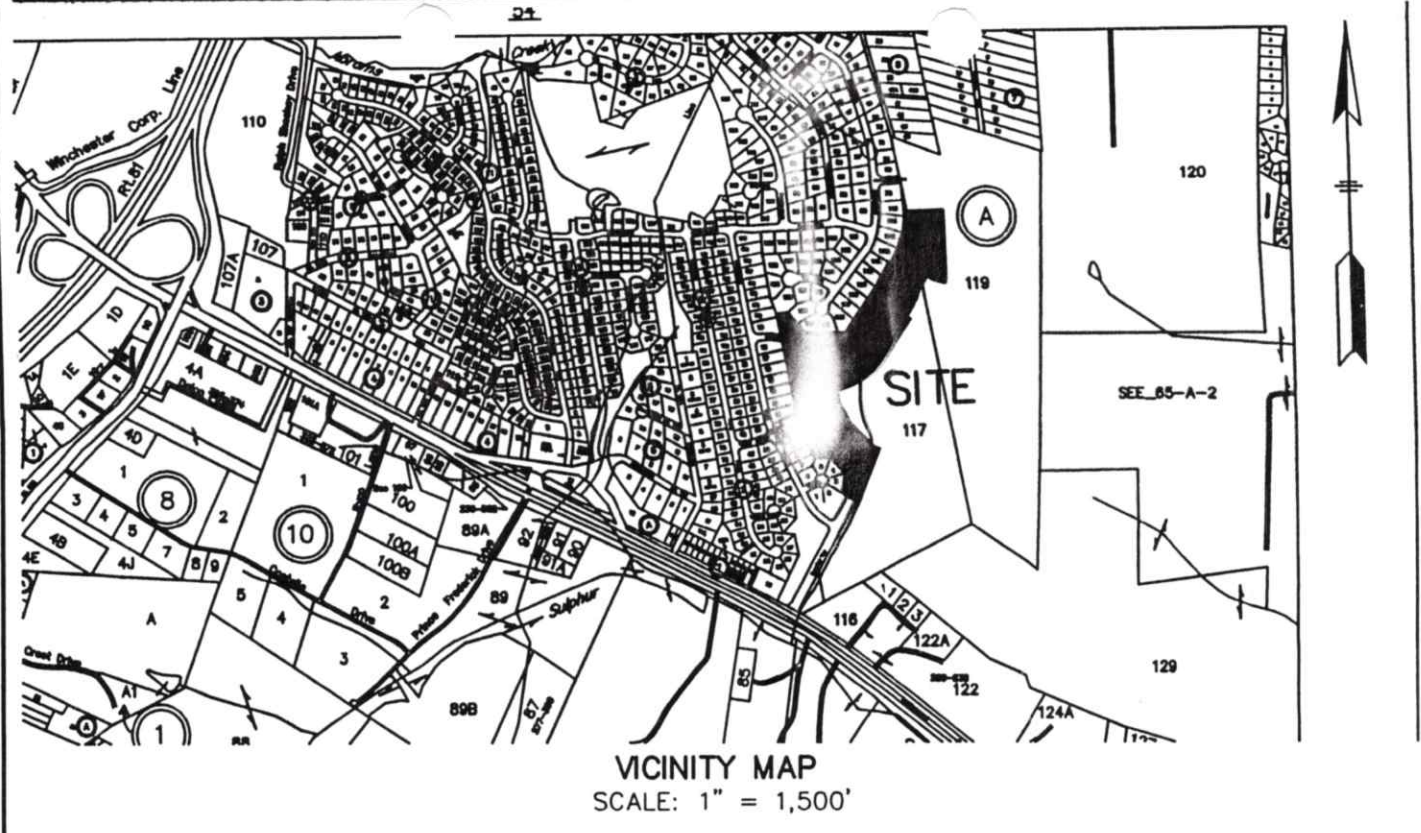
CITY/COUNTY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this 23
day of July, 2004, by Fred L Glaze III, who is
Vice President of Glaize Developments, Inc. a Virginia
Corporation, on behalf of said corporation.

My commission expires 7/31/04.

Anto E. Markle
Notary Public





APPROVED BY:

FREDERICK COUNTY SUBDIVISION ADMINISTRATOR [Signature] DATE 21 Jul 04
FREDERICK COUNTY SANITATION AUTHORITY John L. Whitacre DATE 20 Jul 04
VIRGINIA DEPARTMENT OF TRANSPORTATION [Signature] DATE 19 July 04

OWNER'S CONSENT:

THE ABOVE AND FOREGOING SUBDIVISION OF THE PROPERTY OF GLAIZE DEVELOPMENTS, INC., AS APPEARS ON THE ACCOMPANYING PLATS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

[Signature] 7/21/04
Vice President, Glaze Developments, Inc. (DATE)

NOTARY PUBLIC

MY COMMISSION EXPIRES 7/31/04

[Signature]
CITY/COUNTY OF Winchester

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 7/21/04 BY Fred L. Glaze, III, Vice President, Glaze Developments, Inc. (DATE)

STATE OF Virginia
(NOTARY PUBLIC)

SURVEYOR'S CERTIFICATE

I, RANDY A. STOWERS, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PROPERTY CONTAINED IN THIS SUBDIVISION IS THE SAME PROPERTY CONVEYED TO GLAIZE DEVELOPMENTS, INC. BY DEEDS RECORDED AT DEED BOOK 300, PAGE 571 AND INSTRUMENT # 020008672, BOTH AMONG THE LAND RECORDS OF FREDERICK COUNTY, VIRGINIA.



FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA
SCALE: N/A DATE: JULY 6, 2004
gilbert w. clifford & associates
A DIVISION OF

PATTON HARRIS RUST & ASSOCIATES
A PROFESSIONAL CORPORATION
CONSULTING ENGINEERING - LAND SURVEYING - PLANNING
117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601
(540) 667-2139
SHEET 1 OF 17

AREA SUMMARY

0235

AREA IN T.M. 64--((A))--117: 23.1823 ACRES

AREA IN T.M. 64--((A))--119: 3.1626 ACRES

TOTAL DEVELOPMENT AREA: 26.3449 ACRES

AREA IN LOTS: 20.3802 ACRES

AREA IN OPEN SPACE: 1.4122 ACRES

AREA IN R/W: 4.5525 ACRES

NUMBER OF LOTS: 64

AVERAGE LOT SIZE: 13,871 SQ. FT.

SMALLEST LOT SIZE: 12,000 SQ. FT.

DENSITY: 2.43 UNITS PER ACRE

PARENT PARCELS

64--((A))--117, ZONED: RP

64--((A))--119, ZONED: RP

MINIMUM SETBACK REQUIREMENTS

FRONT = 35'

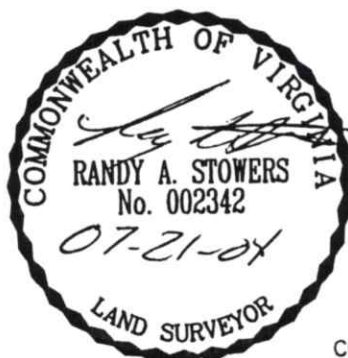
REAR = 25'

SIDE = 10'

NOTES

PERMANENT MONUMENTATION WILL BE SET AT ALL LOT CORNERS IN COMPLIANCE WITH LOCAL ORDINANCES.

CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	BEARING	CHORD
C1	1027.00	30°19'15"	543.49	278.27	N13°01'05"E	537.17
C2	50.00	87°20'21"	76.22	47.73	S15°29'28"E	69.05
C3	50.00	85°46'37"	74.85	46.44	S77°57'03"W	68.06
C4	327.00	67°50'34"	387.19	219.91	N68°59'02"E	364.97
C5	50.00	109°01'51"	95.15	70.14	S48°23'23"W	81.43
C6	274.31	4°02'09"	19.32	9.66	S08°08'37"E	19.32
C7	275.00	33°29'01"	160.71	82.72	S26°54'12"E	158.43
C8	35.00	47°36'41"	29.08	15.44	S67°27'03"E	28.25
C9	54.00	275°13'21"	259.39	49.29	N46°21'18"E	72.81
C10	35.00	47°36'41"	29.08	15.44	N19°50'22"W	28.25
C11	325.00	33°29'01"	189.93	97.76	S26°54'12"E	187.24
C12	324.31	12°13'29"	69.19	34.73	S04°02'57"E	69.06
C13	50.00	78°07'43"	68.18	40.58	N37°00'04"W	63.02
C14	673.00	10°40'55"	125.47	62.92	N81°24'23"W	125.29
C15	727.00	11°41'42"	148.39	74.45	N81°54'46"W	148.13
C16	273.00	68°52'20"	328.16	187.18	N69°29'55"E	308.76
C17	973.00	37°12'18"	631.82	327.50	N16°27'36"E	620.77
C18	1027.00	4°23'49"	78.81	39.43	N00°03'22"E	78.79
C19	1027.00	4°19'02"	77.38	38.71	N04°24'47"E	77.36
C20	1027.00	4°19'02"	77.38	38.71	N08°43'49"E	77.36
C21	1027.00	4°19'02"	77.38	38.71	N13°02'50"E	77.36
C22	1027.00	4°19'02"	77.38	38.71	N17°21'52"E	77.36
C23	1027.00	4°18'58"	77.36	38.70	N21°40'51"E	77.34
C24	1027.00	4°20'22"	77.78	38.91	N26°00'31"E	77.77
C25	327.00	0°39'31"	3.76	1.88	N35°23'31"E	3.76
C26	327.00	12°41'17"	72.41	36.36	N42°03'55"E	72.27
C27	327.00	12°41'17"	72.41	36.36	N54°45'11"E	72.27
C28	327.00	12°41'17"	72.41	36.36	N67°26'28"E	72.27



FINAL SUBDIVISION PLAT RAVEN POINTE SECTION 5

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: N/A DATE: JULY 6, 2004

gilbert w. clifford & associates

A DIVISION OF

PATTON HARRIS RUST & ASSOCIATES

A PROFESSIONAL CORPORATION

CONSULTING ENGINEERING - LAND SURVEYING - PLANNING

117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601

(540) 667-2139

SHEET 2 OF 17

CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	BEARING	CHORD
C29	327.00	12°41'17"	72.41	36.36	N80°07'45"E	72.27
C30	327.00	16°25'56"	93.78	47.21	S85°18'39"E	93.46
C31	275.00	3°43'36"	17.89	8.95	S12°01'29"E	17.88
C32	275.00	21°53'03"	105.04	53.17	S24°49'48"E	104.40
C33	275.00	7°52'23"	37.79	18.92	S39°42'31"E	37.76
C34	54.00	8°42'28"	8.21	4.11	N86°54'09"W	8.20
C35	54.00	69°54'03"	65.88	37.74	N47°35'53"W	61.87
C36	54.00	53°24'55"	50.34	27.17	N14°03'36"E	48.54
C37	54.00	53°24'55"	50.34	27.17	N67°28'31"E	48.54
C38	54.00	53°24'55"	50.34	27.17	S59°06'34"E	48.54
C39	54.00	22°18'51"	21.03	10.65	S21°14'41"E	20.90
C40	54.00	14°03'14"	13.25	6.66	S03°03'39"E	13.21
C41	325.00	6°56'30"	39.38	19.71	S40°10'27"E	39.35
C42	325.00	12°45'31"	72.37	36.34	S30°19'26"E	72.22
C43	325.00	12°45'31"	72.37	36.34	S17°33'55"E	72.22
C44	325.00	1°01'28"	5.81	2.91	S10°40'25"E	5.81
C45	324.31	6°17'08"	35.58	17.81	S07°01'07"E	35.56
C46	324.31	5°56'21"	33.62	16.82	S00°54'23"E	33.60
C47	727.00	5°40'37"	72.03	36.05	N84°55'19"W	72.00
C48	727.00	6°01'05"	76.36	38.22	N79°04'28"W	76.33
C49	273.00	23°20'53"	111.25	56.41	S87°44'22"E	110.48
C50	273.00	21°23'43"	101.94	51.57	N69°53'21"E	101.35
C51	273.00	21°59'59"	104.82	53.07	N48°11'30"E	104.18
C52	273.00	2°07'45"	10.15	5.07	N36°07'38"E	10.14
C53	973.00	2°04'56"	35.36	17.68	N34°01'17"E	35.36
C54	973.00	4°53'17"	83.01	41.53	N30°32'10"E	82.99
C55	973.00	5°01'32"	85.35	42.70	N25°34'46"E	85.32
C56	973.00	5°01'32"	85.35	42.70	N20°33'13"E	85.32
C57	973.00	5°01'25"	85.31	42.68	N15°31'45"E	85.28
C58	973.00	5°12'41"	88.50	44.28	N10°24'42"E	88.47
C59	973.00	5°14'16"	88.95	44.51	N05°11'13"E	88.92
C60	973.00	4°42'37"	79.99	40.02	N00°12'46"E	79.97
C61	1000.00	37°12'18"	649.35	336.59	N16°27'36"E	638.00
C62	300.00	68°52'20"	360.61	205.69	N69°29'55"E	339.29
C63	299.31	24°05'46"	125.87	63.88	S01°53'12"W	124.95
C64	300.00	33°29'01"	175.32	90.24	S26°54'12"E	172.84
C65	700.00	11°12'31"	136.94	68.69	N81°40'11"W	136.72
C66	740.00	7°32'39"	97.44	48.79	S32°11'00"W	97.37
C67	290.00	32°49'21"	166.13	85.41	N80°39'59"E	163.87
C68	290.00	6°51'25"	34.71	17.37	S79°29'38"E	34.68
C69	660.00	7°32'39"	86.90	43.51	S32°11'00"W	86.84
C70	170.77	38°41'40"	115.33	59.96	N63°16'46"E	113.15
C71	170.77	25°02'15"	74.63	37.92	S84°51'16"E	74.03
C72	360.00	21°27'08"	134.79	68.19	S00°33'53"W	134.00
C73	123.59	10°45'44"	23.22	11.64	S13°41'12"W	23.18



**FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5**

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: N/A DATE: JULY 6, 2004

gilbert w. clifford & associates

A DIVISION OF

PATTON HARRIS RUST & ASSOCIATES

A PROFESSIONAL CORPORATION

CONSULTING ENGINEERING - LAND SURVEYING - PLANNING

117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601

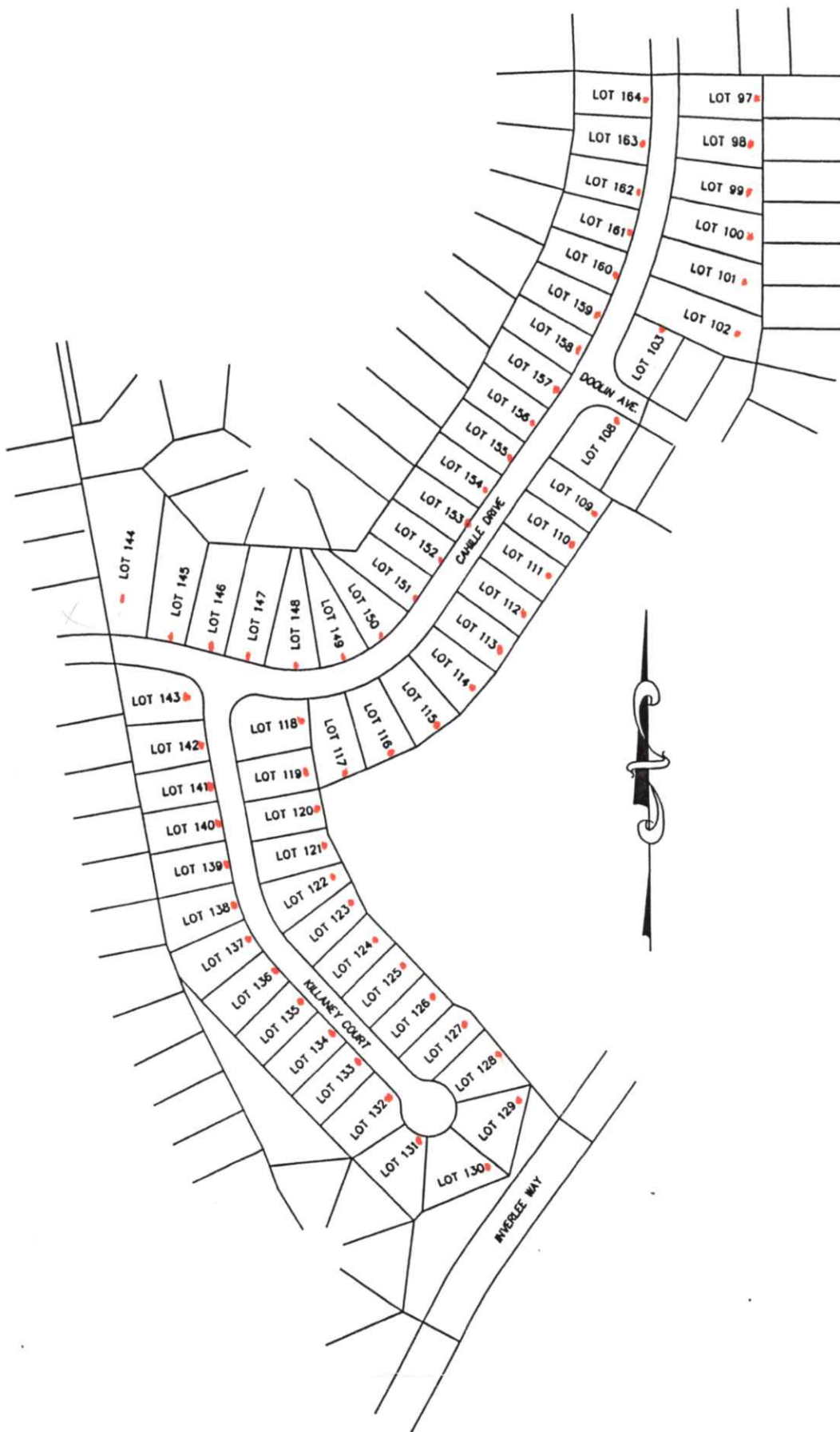
(540) 667-2139

SHEET 3 OF 17

KEY SHEET

0238

LOT INDEX	
LOTS	SHEET
97-99	5
100-102	6
103, 108	7
109-112	8
113-115	9
116-117	10
118-119	12
120-122	13
123-124	14
125-127	15
128-131	16
132-134	15
135-137	14
138-140	13
141-143	12
144-146	11
147-148	10
149-151	9
152-155	8
156-158	7
159-161	6
162-164	5



FINAL SUBDIVISION PLAT RAVEN POINTE

SECTION 5

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=300' DATE: JULY 6, 2004

gilbert w. clifford & associates

A DIVISION OF

PATTON HARRIS RUST & ASSOCIATES

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CONSULTING ENGINEERING - LAND SURVEYING - PLANNING

117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601

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SHEET 4 OF 17

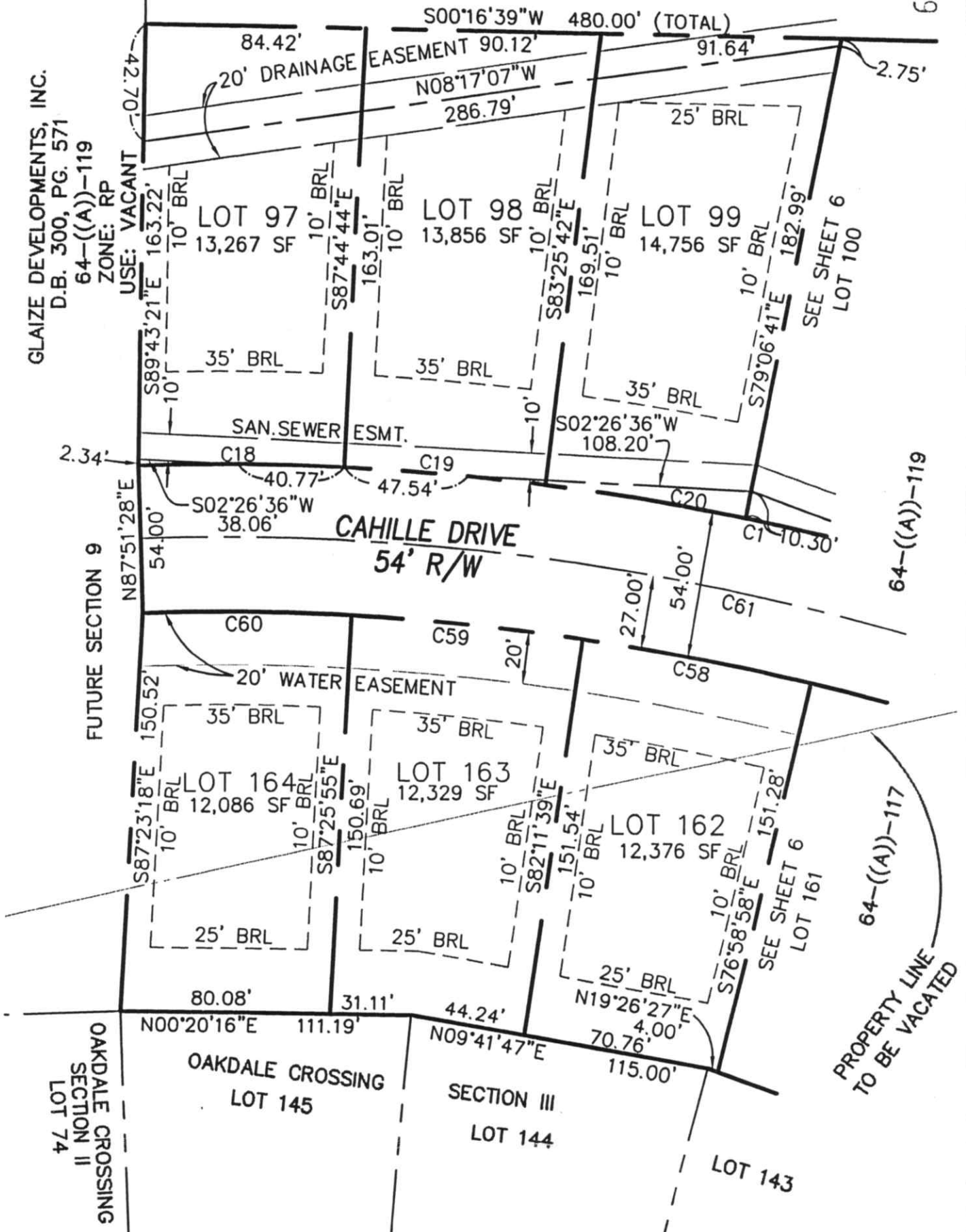
GLAIZE DEVELOPMENTS, INC.
D.B. 300, PG. 571
64--((A))--119
ZONE: RP
USE: VACANT



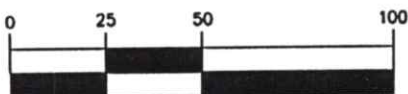
FUTURE SECTION 6

0239

GLAIZE DEVELOPMENTS, INC.
D.B. 300, PG. 571
64--((A))--119
ZONE: RP
USE: VACANT



GRAPHIC SCALE



1 inch = 50 ft.



**FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5**

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: JULY 6, 2004
gilbert w. clifford & associates

A DIVISION OF

PATTON HARRIS RUST & ASSOCIATES

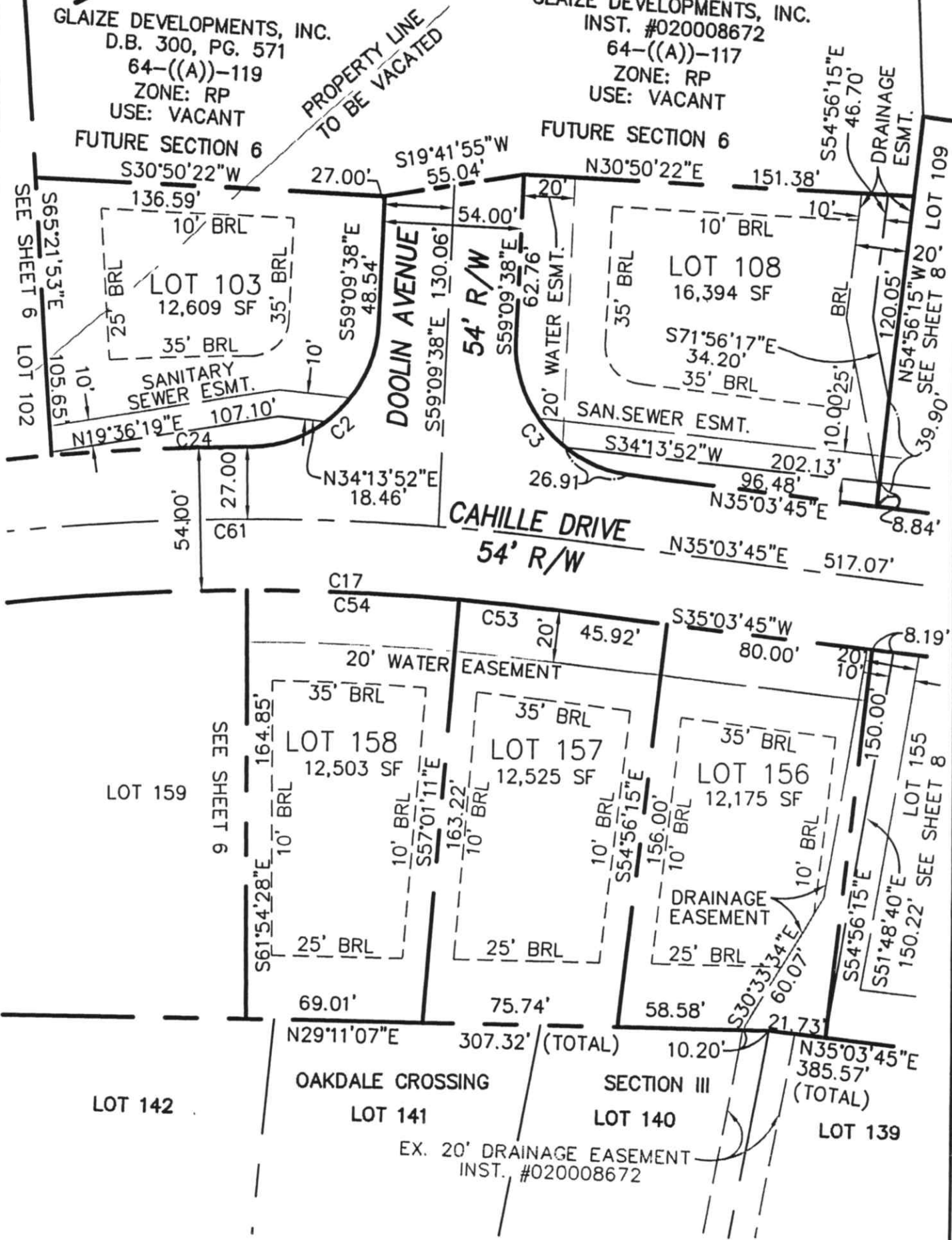
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117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601
(540) 667-2139

SHEET 5 OF 17

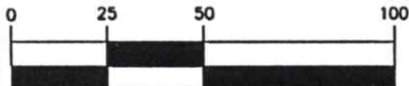


GLAIZE DEVELOPMENTS, INC.
D.B. 300, PG. 571
64-((A))-119
ZONE: RP
USE: VACANT

GLAIZE DEVELOPMENTS, INC.
INST. #020008672
64-((A))-117
ZONE: RP
USE: VACANT



GRAPHIC SCALE



1 inch = 50 ft.



**FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5**

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA
SCALE: 1" = 50' DATE: JULY 6, 2004
gilbert w. clifford & associates

A DIVISION OF
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GLAIZE DEVELOPMENTS, INC.

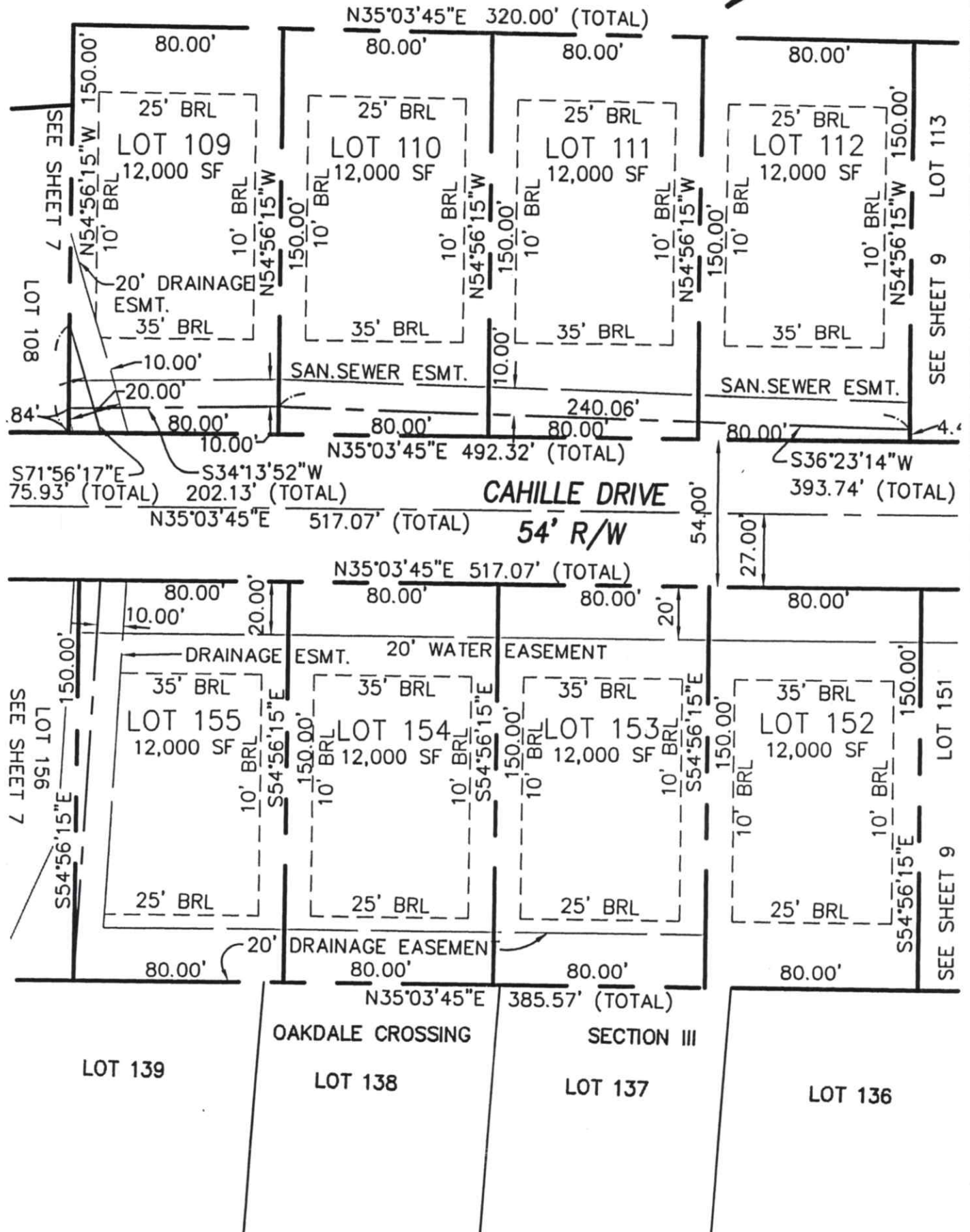
INST. #020008672

64--((A))--117

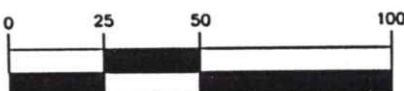
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US VACANT

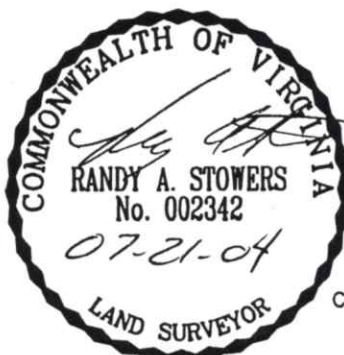
FUTURE SECTION 6



GRAPHIC SCALE



1 inch = 50 ft.



FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: JULY 6, 2004
gilbert w. clifford & associates

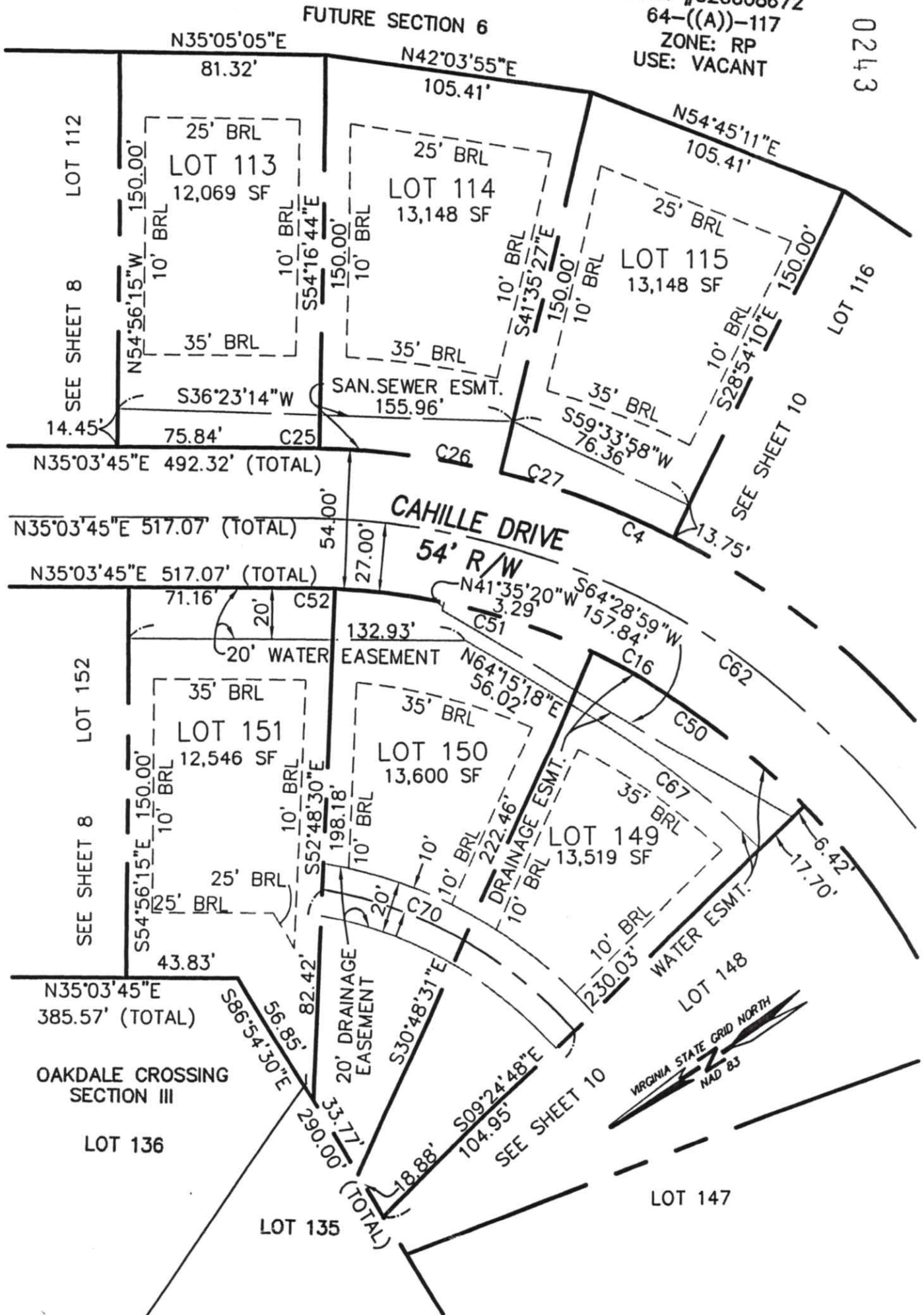
A DIVISION OF

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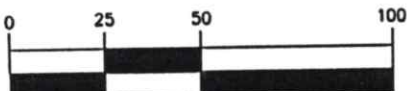
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117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601
(540) 667-2139

GLAIZE DEVELOPMENTS, INC.
 INST. #020008672
 64--((A))--117
 ZONE: RP
 USE: VACANT

0243



GRAPHIC SCALE



1 inch = 50 ft.



**FINAL SUBDIVISION PLAT
 RAVEN POINTE
 SECTION 5**

SHAWNEE MAGISTERIAL DISTRICT
 FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: JULY 6, 2004
 gilbert w. clifford & associates

A DIVISION OF

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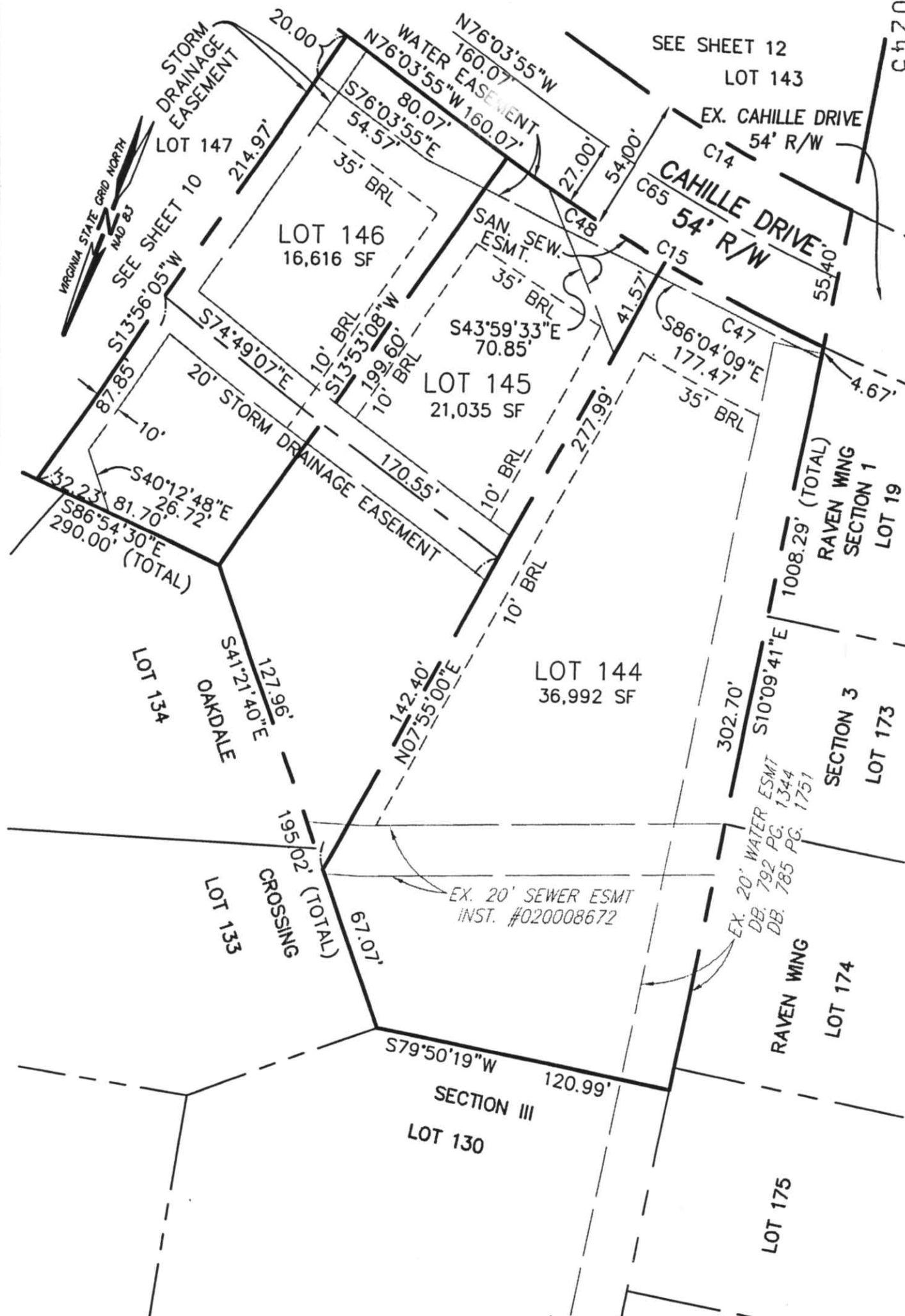
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 117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601
 (540) 667-2139

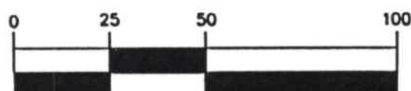
SHEET 9 OF 17

4420





GRAPHIC SCALE


$$1 \text{ inch} = 50 \text{ ft.}$$


**FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5**

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: JULY 6, 2004

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SHEET 11 OF 17

GLAIZE DEVELOPMENTS, INC.

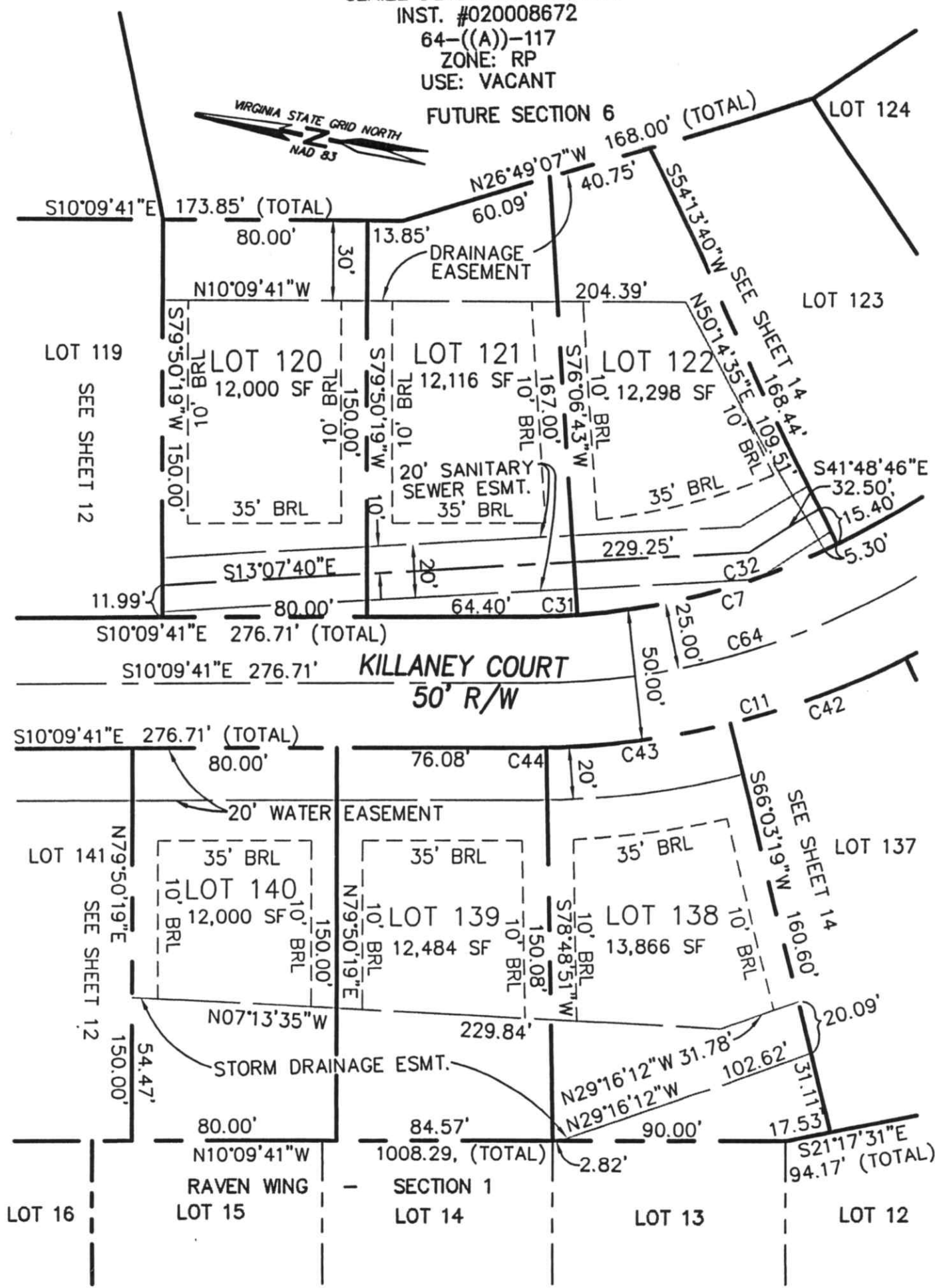
INST. #020008672

64--((A))--117

ZONE: RP

USE: VACANT

FUTURE SECTION 6



GRAPHIC SCALE



1 inch = 50 ft.



**FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5**

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: JULY 6, 2004

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CONSULTING ENGINEERING - LAND SURVEYING - PLANNING

117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601

(540) 667-2139

SHEET 13 OF 17

0248



SCALE: 1" = 50' DATE: JULY 6, 2004
gilbert w. clifford & associates

PATTON HARRIS RUST & ASSOCIATES

CONSULTING ENGINEERING - LAND SURVEYING - PLANNING
117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601
(540) 667-2139 SHEET 14 OF 17

SHEET 14 OF 17

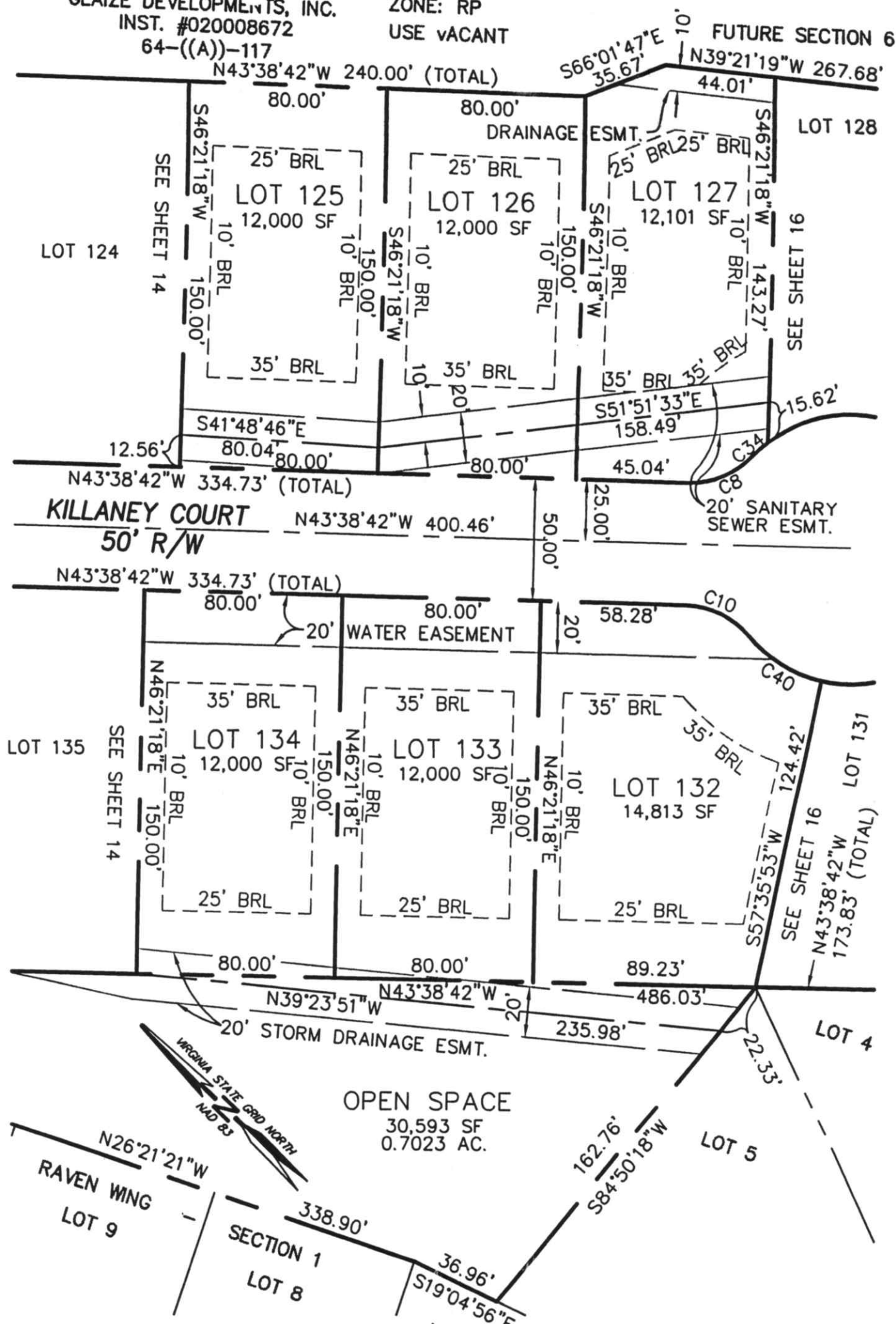
1 inch = 50 ft.



GLAIZE DEVELOPMENTS, INC.
INST. #020008672
64--((A))--117

ZONE: RP
USE VACANT

FUTURE SECTION 6



GRAPHIC SCALE



1 inch = 50 ft.



FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: JULY 6, 2004
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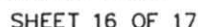
A DIVISION OF

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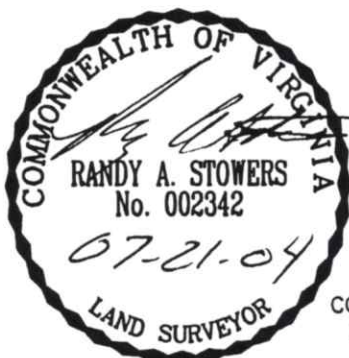
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(540) 667-2139

SHEET 15 OF 17

0250



1 inch = 50 ft.



025
GLAIZE DEVELOPMENTS, INC.

INST. #020008672

64-((A))-117

ZONE: RP

USE: VACANT

EX. INVERLEE WAY
80' R/W

INVERLEE WAY-80' R/W

OPEN SPACE
30,923 SF

ROAD EFFICIENCY BUFFER

SEE SHEET 15

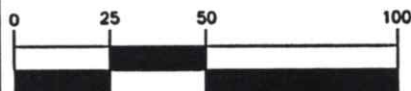
SEE SHEET 16

SECTION 1



NOTE: NO STRUCTURES OR FENCES ARE ALLOWED WITHIN
WITHIN THE ROAD EFFICIENCY BUFFER ON LOTS
LOTS 128 THROUGH 130.

GRAPHIC SCALE



1 inch = 50 ft.



**FINAL SUBDIVISION PLAT
RAVEN POINTE
SECTION 5**

SHAWNEE MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: JULY 6, 2004
gilbert w. clifford & associates

A DIVISION OF

PATTON HARRIS RUST & ASSOCIATES

A PROFESSIONAL CORPORATION
CONSULTING ENGINEERING - LAND SURVEYING - PLANNING
117 E. PICCADILLY STREET, WINCHESTER, VIRGINIA 22601
(540) 667-2139

SHEET 17 OF 17