

BK80210014

THIS DEED OF DEDICATION, made and dated this 7th day of July, 1993, by and between WILKINS DEVELOPMENT CORPORATION, a Virginia corporation, party of the first part, hereinafter called the DECLARANT, whether one or more, and COUNTY OF FREDERICK, VIRGINIA, part of the second part.

WHEREAS, the DECLARANT is the owner in fee simple of the real estate shown on the attached plat drawn by Greenway Engineering and Surveying and Company, Inc., known as Pioneer Heights, Section Two, described on the final master development plan of Pioneer Heights, Section Two, as filed in the office of the Frederick County Department of Planning and Development.

WHEREAS, the real estate shown on the plat has been subdivided into Lots and into common open spaces shown as Park Area and Storm Water Detention Area, and further shows certain public streets which are to be dedicated to the public.

WHEREAS, the DECLARANT now desires to subdivide the same into Lots to be known as Pioneer Heights, Section Two. The subdivision of the real estate as shown on the attached plat is with the free consent and in accordance with the desire of the DECLARANT.

NOW, THEREFORE, THIS DEED OF DEDICATION WITNESSETH:

That for and in consideration of the premises and the benefits which will accrue by reason of the Dedication, the DECLARANT does hereby subdivide and dedicate all of that certain tract or parcel of land designated Pioneer Heights, Section Two, located in Shawnee Magisterial District of Frederick County, Virginia, as shown on the

said plat attached hereto and made a part hereof as if set out in full, being a portion of the property conveyed to Wilkins Development Corporation of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 301 at Page 7.

All of the Lots shown on the plat attached hereto shall be subject to the following restrictions and covenants and Articles which are covenants running with the land, and shall be binding upon all parties having any right, title and interest in land to the aforesaid Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### A R T I C L E I

##### DEFINITIONS

Section 1. "Association" shall mean and refer to Pioneer Heights, Section Two Homeowners Association, a non-stock Virginia corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to the certain real property hereinabove described as Park Area and Detention Area and such additions thereto as may hereafter be brought within the jurisdiction of the corporation.

Section 3. "Lot" shall mean and refer to any of the Lots designated upon the plat of Pioneer Heights, Section Two, with the exception of the Park Area and Detention Area.

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 person or entities, of a fee simple title to any Lot which is a part of the properties, 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 Wilkins Development Corporation, its successors and assigns.

A R T I C L E II

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. One membership exists 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.

A R T I C L E 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.

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), but no more than nine (9) directors, who must be Members of the Association, or officers, shareholders, partners or holders of any other ownership interest in any corporation, land trust, partnership or any other entity owning any Lot subject to these covenants. The initial Board of Directors shall be appointed by the Incorporator and serve until the first annual meeting following conveyance of any Lots; thereafter, the Board of Directors shall be elected by the Membership as determined in the By-Laws of the Association.

A R T I C L E   I 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 Park Area, specifically including but not limited to the rights of ingress and egress across the aforesaid Park Area 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 Park Area and in aid thereof to mortgage said property and the rights of such mortgage in said Properties shall be subordinate to the rights of the Homeowners hereunder.

(b) The rights of the Association to suspend the voting rights and the right to the use of the Park Area by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(c) The rights of the Association to dedicate or transfer all or part of the Park Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members.

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

Section 3. Title to the Park Area and Detention Area: The Declarant hereby covenants for its heirs and assigns, that Wilkins Development Corporation will convey fee simple title to the Park Area and the Detention Area to the Association.

A R T I C L E V

COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

Section 1. Assessments: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments and special assessments, together, with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the 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 for collection thereof, shall also be the personal obligation of the Owner of such property at the time when the assessment fee was due. The personal obligation shall to pass to their successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the Park Areas, payment of real estate and personal property taxes, if any, and enforcement of the obligations of this Deed including the restrictions and covenants.

Section 3. Basis and Maximum of Annual Assessments: For the first calendar year during which the annual assessments shall be made, the maximum annual assessments shall be Twenty Dollars (\$20.00) per year per Lot;

(a) The maximum annual assessment per Lot may be increased by a vote of the Member, above that set forth hereinabove, provided that any such change shall have the assent of one-half (1/2) 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 current costs and future needs of the Association, the Board of Directors may fix the annual assessments at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessment 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 or within the Park Area, 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 for the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Quorum for any Action Authority Under Sections 3 and 4: At the first meeting called, as provided in Section 3 and 4 hereof, the presence of at the meeting of Members or of proxies entitled to cast Twenty Percent (20%) 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 (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 7. Date of Commencement of Annual Assessment: The annual assessments provided for herein shall commence as to all Lots on the first day of January next following the date on which more than Seventy-Five Percent (75%) of the Lots have been sold. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of

each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board or the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments:  
REMEDIES OF THE ASSOCIATION: Any annual assessments which are not paid when due shall be delinquent. The assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the 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 assessment provided for herein by non-use of the Park Area or abandonment of his Lot.

Section 9. 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 transfers of any Lot shall not affect

the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein: the Park Area and Detention Area.

Section 11. Failure to Maintain Park Area and Detention Area: In the event that the Association, or its successors, shall fail to maintain the Park Area and Detention Area in reasonable order and condition, the County of Frederick may take such action as authorized by the Frederick County Zoning Ordinance.

A R T I C L E VI

USE RESTRICTION AND COVENANTS

This subdivision shall be subject to the following restrictions which are constituted covenants real to run with the land:

1. LAND USE: No Lot shall be used except for single family residential purposes. No beauty shops or similar home occupations shall be allowed on any of said Lots, nor any commercial signs.
2. BUILDING TYPES: No building or structure of any kind whatsoever shall be erected, altered, placed, or permitted to remain on any lot, other than a permanent single family dwelling. No detached buildings shall be allowed on any Lot, unless architecturally compatible with the main dwelling. All

garages shall be attached to the dwelling. No mobile homes are permitted on any of said Lots. No recreational type camper trailer or recreational vehicle shall be parked on any of said Lots until such time as a home is built on such Lot. Thereafter, such recreational camper trailers or recreational vehicles must be stored so as not to be seen from the road.

3. TOTAL FINISHED SPACE: No dwelling is to be erected or maintained on any of said Lots containing less than the following total finished living space (outside foundation dimensions), exclusive of open porches, carports, garages, and basements, in the following types of dwellings:

(a) Rambler, ranches, one story or the above ground levels in a multi-level home - 1,500 finished square feet of living space;

(b) Split foyer and one and one-half stories - a total of 1,900 finished square feet of living space;

(c) Two stories - a minimum of 1,900 total square feet of living space.

4. BUILDING EXTERIOR CONSTRUCTION: At least ten percent (10%) of the total exterior surface area above ground level must be brick or stone.

5. TEMPORARY STRUCTURES: No trailers, mobile homes, campers, tents, garages shall be used on any lot at any time as a residence, either temporary or permanent.

6. FENCES: No fences shall be located in the front or on the sides of the house. The rear fences shall be erected so as to not protrude in front of the rear boundary of the dwelling house. Fencing in the rear of the house may not exceed seventy-two inches in height and the material and design shall be wooden board or rail, or ornamental metal. All fences constructed shall be kept and maintained in good repair, including painting and staining, if the same is required. Provided, however, that this restriction shall not preclude the owner from constructing a fence as required by the BOCA Code in the event that a swimming pool is placed upon any Lot. No above ground swimming pools of any type shall be constructed or maintained on any Lot.

7. CLOTHES LINES AND SATELLITE DISHES: Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises. No satellite dish or like device for the reception of TV signal, microwave signal, etc., shall be allowed on the premises, provided however that one TV antenna may be allowed so long as the same is attached to the house.

8. GARBAGE AND REFUSE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers with tops. The containers shall have a capacity of not more than fifty

gallons.

9. ANIMALS: No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that usual household pets are allowed; provided they are not kept or maintained for commercial or charitable purposes or in unreasonably excessive number.

10. OFF-STREET PARKING: After a residence is built on any of said Lots, the Lot owner shall provide in connection therewith off-street parking space of at least 16' by 35'.

11. TRUCKS: No Lot shall be used for the parking of trucks of a load capacity or more than 3/4 ton, or tractor/trailers, and no such trucks or tractor/trailers shall be parked on any street in this subdivision. No Lot shall be used for manufacturing purposes or for the sale, parking, or storage of new or second-hand automobiles or other motor vehicles. No abandoned motor vehicles will be permitted on any Lots or parking area. (For this purpose, an abandoned motor vehicle is defined as one which bears no or expired license plates).

12. SIGHT DISTANCES AT INTERSECTIONS: There shall be no planting, structure, fences, shrubbery, or other obstruction to vision planted or maintained on any corner Lot which rises more than three feet above ground level within ten feet of the intersection of any two street lines.

13. NUISANCES: No noxious or offensive activity shall be

carried on any Lot, nor shall anything be done thereon which is a public or private nuisance. Each improved Lot shall be kept mown, and free from debris at all times, and shall be kept cleared in accordance with State laws and local ordinances.

14. UTILITIES: All utilities, including all telephone, electric, television, gas, T.V. cable, etc., shall be located underground.

15. DRIVEWAYS AND CULVERTS: If the construction of a driveway on any Lot affects that drainage along any road, then a pipe or culvert of sufficient size (not less than fifteen (15) inches in diameter) may have to be installed by the owner of said Lot at his expense. The final determination regarding this requirement will be made by the Virginia Highway Department representative who services the property.

16. WAIVER OF COVENANTS: The Declarant, its successors and assigns reserve the right to waive any restrictive covenant and such waiver shall be effective upon the recording of a document stating such waiver in Frederick County Circuit Court Clerk's Office.

17. ENFORCEMENT: The Declarant herein, the Association, and any and every person hereafter having any right, title, or interest in any Lot shall have the right to prevent or stop a violation or attempted violation of any of these restrictions,

by injunction or other lawful procedure, and to recover any damages resulting from such violation. Declarant's rights of enforcement shall survive the closing and delivery of the deed for the benefit of Declarant's interest in other adjacent land. The Declarant, the homeowners association or any homeowner who successfully enforces these covenants shall recover, in addition, any reasonable costs and attorney's fees incurred in any successful enforcement of this agreement.

18. RIGHT OF APPROVAL: All proposed floor plans and photos or renderings of proposed homes must be approved by the Declarant before commencement of construction on any Lot. The approval will not be unreasonably withheld, but the homes must be compatible or better, in the judgment of the Declarant, with those in the adjoining Pioneer Heights, Section One, Mill Race Terrace and Section 3 of Asbury Terrace.

A R T I C L E VII

EASEMENTS

Section 1. Utility Easements: The property dedicated herein is subject to the utility easements, as shown on said plat. The Declarant does hereby grant and convey unto the Frederick County Sanitation Authority a perpetual right of way or easement over the aforesaid sanitary sewer and storm drainage easements for installation and maintenance of water and sewer lines.

Section 2. Surface Drainage Easement: The property dedicated

hereby is subject to those certain easements or rights of way designated Drainage Easements on the aforesaid attached plat, for the purpose of surface water drainage. No structures of any kind which substantially impede or obstruct the flow or ponding of surface drainage water may be placed within said surface water drainage easements designated on the attached plat. Said surface water drainage easements may not be altered or modified without the prior consent of the County of Frederick, and the Declarant does hereby grant and convey unto the County of Frederick a perpetual right of way or easement over the aforesaid designated surface drainage easements for the purpose of so providing surface drainage. Declarant does further agree that the County of Frederick shall be under no obligation to maintain said surface drainage easements. The County of Frederick shall have the right to maintain the same and charge the Association pursuant to the provisions of ARTICLE V, Section 2, hereinabove.

Section 3. Reservations: The Declarant reserves unto itself, its successors and assigns, the right to erect, maintain, operate and replace underground and above ground telephone and electric light conduits, related equipment, and other utility, sewer, gas, water, and television lines and related equipment, along the strip 15 feet along the front and rear of each Lot and a 10 foot strip on the side boundary of each adjoining Lot, and a 15 foot strip along the exterior boundary of all non-adjoining Lots and a 20 foot strip

over the Park Area, as needed for utilities and drainage, ingress and egress provided that such easement shall not interfere with the use and enjoyment of the Park Area.

A R T I C L E VIII

GENERAL PROVISION

Section 1. Enforcement: The Association, its successors and 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 the Declaration. Failure by the Association, 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.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way effect any other provision which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for

successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) 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 less than Sixty-Five percent (65%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Dissolution: Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created or for the general welfare of the residents of Pioneer Heights, Section Two. In the event that such dedication is refused acceptance, such assets shall be deemed vested in the Members of Association as tenants in common.

The Dedication and Subdivision of the land as shown on the attached plat is with the free consent and in accordance with the desire of the undersigned Declarant and Proprietors, of the land being subdivided, and is in conformity with the provisions of the "The Virginia Land Subdivision Act" as are applicable, together with the applicable ordinances and regulations of the governing body of the County of Frederick, Virginia.

WITNESS the following signature and seal:

BK 80210032

WILKINS DEVELOPMENT CORPORATION

By: James R. Wilkins III  
James R. Wilkins, III

STATE OF VIRGINIA, At Large

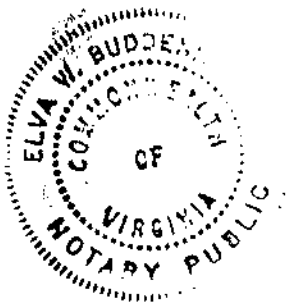
CITY OF WINCHESTER, To-wit:

I, Elva W. Budden Kagen, Notary Public in and for the State of jurisdiction aforesaid, do hereby certify that James R. Wilkins, III, Vice President of Wilkins Development Corporation, a Virginia corporation, whose name is signed to the foregoing Deed of Dedication, dated the 7th day of July, 1993, has personally appeared before me and acknowledged the same in my State and jurisdiction aforesaid.

Given under my hand this 7th day of July, 1993.

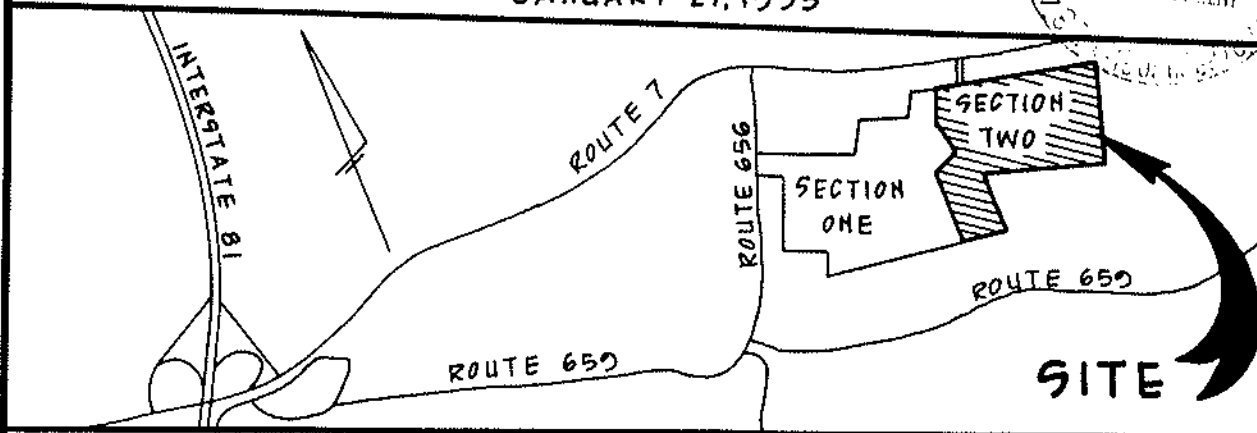
My commission expires April 30, 1995.

Elva W. Budden Kagen  
Notary Public



FINAL PLAT  
SECTION TWO  
**PIONEER HEIGHTS**  
SHAWNEE DISTRICT - FREDERICK COUNTY, VIRGINIA  
JANUARY 27, 1993

JUL 1993  
RECEIVED  
PLANNING  
AND DEVELOPMENT



ALL PROPERTY OWNERS IN PIONEER HEIGHTS, SECTION TWO, ARE REQUIRED TO BELONG TO THE PIONEER HEIGHTS HOMEOWNERS ASSOCIATION, SECTION TWO. THE ASSOCIATION IS THE OWNER OF THE AREAS SHOWN AS PARK AREA AND DETENTION AREA ON THE ATTACHED PLATS AND IS RESPONSIBLE FOR MAINTENANCE OF THOSE AREAS. ALL OTHER RULES OF THE ASSOCIATION ARE SET FORTH IN THE RESTRICTIONS AND COVENANTS ATTACHED HERETO. A COPY OF THE FINAL MASTER DEVELOPMENT PLAN FOR PIONEER HEIGHTS IS ON FILE AT THE FREDERICK COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT.

**OWNER'S CERTIFICATE**

THE ABOVE AND FOREGOING SUBDIVISION OF THE LAND OF WILKINS DEVELOPMENT CORPORATION AS APPEARS IN THE ACCOMPANYING PLATS IS WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

\_\_\_\_\_ DATE James R. Williams \_\_\_\_\_ DATE 7/7/93 \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF VIRGINIA  
COUNTY OF Frederick TO WIT:  
I, Jean B. Malone, A NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA AND COUNTY OF Frederick, DO HEREBY CERTIFY THAT THIS DAY PERSONALLY APPEARED BEFORE ME James B. Williams, III

WHOSE NAME (NAMES) IS (ARE) SIGNED TO THE FOREGOING INSTRUMENT DATED 7th DAY OF July, 1993, AFORESAID.  
GIVEN UNDER MY HAND THIS 7th DAY OF July, 1993.

MY COMMISSION EXPIRES March 16, 1996 \_\_\_\_\_  
Jean B. Malone  
NOTARY PUBLIC

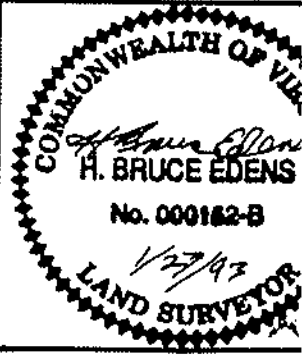
W.N. Bushyarc  
VA. DEPT. OF TRANSPORTATION  
FRED. CO. SANITATION AUTH.

APPROVALS  
Wesley  
DATE 7-6-93  
DATE  
W. Wayne Miller  
FRED. CO. PLANNING COMM.  
FRED. CO. SUBD. ADM.

8-5-93  
DATE  
8-5-93  
DATE

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION IS A PORTION OF THE LAND CONVEYED TO WILKINS DEVELOPMENT CORPORATION BY DEED DATED JUNE 24, 1964 AND RECORDED IN THE FREDERICK COUNTY COURTLERK'S OFFICE IN DEED BOOK 301 AT PAGE 7.  
H. Bruce Edens  
H. BRUCE EDENS, L.S.



**GREENWAY, INC.**  
970 Baker Lane, Winchester, Virginia 22603 703-662-4185  
H. Bruce Edens, L.S. - President  
**SURVEYING - DESIGNING - PLANNING**  
RESIDENTIAL · AGRICULTURAL · COMMERCIAL · INDUSTRIAL · CONSTRUCTION

See Brunning Inc 79833 Form 8249

PIONEER HEIGHTS II  
LOT CURVE DATA

LOT #	DELTA	RADIUS	ARC	TANGENT	CHORD
160	14° 12' 38"	475.00'	117.81'	59.21'	S05° 47' 12" E - 12.01' 17.51'
161	3° 22' 23"	475.00'	27.96'	13.99'	S03° 00' 18" W - 27.96'
177	6° 44' 25"	525.00'	61.76'	30.92'	N01° 19' 17" E - 61.73'
177	85° 54' 18"	35.00'	52.48'	32.58'	N40° 54' 14" E - 47.70'
177	20° 14' 36"	310.00'	109.53'	55.34'	S86° 01' 19" E - 108.96'
178	10° 33' 16"	310.00'	57.10'	28.63'	S70° 37' 23" E - 57.02'
190	51° 19' 04"	25.00'	22.39'	12.01'	S39° 41' 12" E - 21.65'
191	89° 13' 50"	55.00'	85.65'	54.27'	S58° 38' 37" E - 77.26'
192	52° 05' 14"	55.00'	50.00'	26.88'	N50° 41' 52" E - 48.30'
193	45° 24' 57"	55.00'	43.60'	23.02'	N01° 56' 47" E - 42.46'
194	55° 03' 35"	55.00'	52.85'	28.67'	N48° 17' 29" W - 50.84'
195	40° 50' 32"	55.00'	39.21'	20.48'	S83° 45' 28" W - 38.38'
195	51° 19' 04"	25.00'	22.39'	12.01'	S88° 59' 44" W - 21.65'
202	90° 00' 00"	35.00'	54.98'	35.00'	N20° 20' 45" W - 49.50'
203	90° 00' 00"	35.00'	54.98'	35.00'	S69° 39' 16" W - 49.50'
207	07° 25' 27"	360.00'	46.65'	23.36'	N69° 03' 28" W - 46.61'
208	11° 40' 45"	360.00'	73.38'	36.82'	N78° 36' 34" W - 73.25'
209	12° 37' 57"	225.00'	49.61'	24.90'	S71° 39' 43" E - 49.51'
215	90° 00' 00"	35.00'	54.98'	35.00'	S20° 20' 45" E - 49.50'
216	90° 00' 00"	35.00'	54.98'	35.00'	N69° 39' 16" E - 49.50'
223	51° 19' 04"	25.00'	22.39'	12.01'	S39° 41' 13" E - 21.65'
223	11° 16' 16"	55.00'	10.82'	5.43'	S19° 39' 48" E - 10.80'
224	62° 01' 46"	55.00'	50.54'	33.07'	N46° 14' 12" E - 55.68'
225	44° 33' 48"	55.00'	42.78'	22.54'	N07° 03' 35" W - 41.71'
226	76° 44' 06"	55.00'	73.66'	43.54'	N67° 42' 32" W - 68.28'
227	51° 19' 04"	25.00'	22.39'	12.01'	S88° 59' 44" W - 21.65'
227	10° 35' 14"	55.00'	10.16'	5.10'	S68° 37' 48" W - 10.15'
234	90° 00' 00"	35.00'	54.98'	35.00'	N20° 20' 45" W - 49.50'
234	06° 22' 37"	150.00'	16.69'	8.36'	N27° 50' 34" E - 16.69'
235	02° 42' 40"	200.00'	9.47'	4.74'	S26° 00' 40" W - 9.47'
235	90° 00' 00"	35.00'	54.98'	35.00'	S69° 39' 16" W - 49.50'
238	90° 00' 00"	35.00'	54.98'	35.00'	N20° 20' 45" W - 49.50'
239	90° 00' 00"	35.00'	54.98'	35.00'	S69° 39' 16" W - 49.50'
242	12° 30' 03"	275.00'	60.00'	30.12'	N74° 43' 28" W - 59.88'
243	12° 54' 45"	275.00'	61.97'	31.12'	N87° 25' 52" W - 61.84'
244	51° 19' 04"	55.00'	49.26'	26.42'	S01° 00' 17" E - 47.63'
244	51° 19' 04"	25.00'	22.39'	12.01'	S01° 00' 17" E - 21.65'
245	52° 41' 22"	55.00'	50.58'	27.24'	S50° 50' 56" W - 48.82'
246	44° 33' 48"	55.00'	42.78'	22.54'	N80° 22' 20" W - 41.71'
247	44° 33' 48"	55.00'	42.78'	22.54'	N35° 48' 41" W - 41.71'
248	48° 30' 35"	55.00'	46.71'	24.87'	N10° 48' 01" E - 45.32'
249	51° 19' 04"	25.00'	22.39'	12.01'	N50° 18' 47" E - 21.65'
249	40° 50' 32"	55.00'	39.21'	20.48'	N55° 33' 04" E - 38.38'
250	17° 08' 23"	200.00'	59.83'	30.14'	S35° 56' 16" W - 59.61'
251	17° 50' 40"	200.00'	62.20'	31.40'	S53° 25' 47" W - 62.04'

FINAL PLAT SECTION TWO  
**PIONEER HEIGHTS**  
SHAWNEE DISTRICT - FREDERICK COUNTY, VIRGINIA

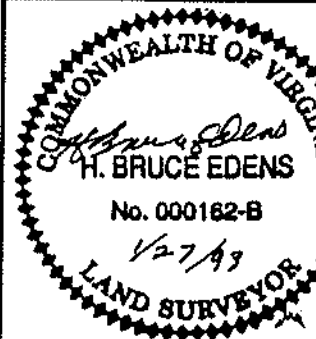
SCALE: N/A

DATE: JANUARY 27, 1993



**GREENWAY, INC.**  
970 Baker Lane, Winchester, Virginia 22603 703-662-4185  
H. Bruce Edens, L.S. - President

**SURVEYING - DESIGNING - PLANNING**  
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SHEET 3 of 11

LOT #	DELTA	RADIUS	ARC	TANGENT	CHORD
252	16° 25' 50"	200.00'	57.36'	28.88'	S70° 34' 07" W - 57.17
253	17° 08' 23"	200.00'	50.82'	30.14'	S 87° 21' 18" W - 50.6
254	16° 51' 42"	200.00'	58.86'	29.64'	N 75° 38' 30" W - 58.6'
255	01° 52' 04"	200.00'	6.52'	3.26'	N 66° 16' 46" W - 6.5'
263	43° 10' 15"	55.00'	41.44'	21.76'	S 84° 55' 19" W - 40.47
263	51° 19' 04"	25.00'	22.39'	12.01'	S 88° 59' 43" W - 21.65
264	53° 10' 30"	55.00'	51.04'	27.53'	N 46° 54' 10" W - 40.25
265	50° 42' 56"	55.00'	48.68'	26.07'	N 05° 02' 24" E - 47.11
266	37° 30' 40"	55.00'	36.01'	18.68'	N 40° 00' 17" E - 35.3'
267	47° 27' 39"	55.00'	45.56'	24.18'	S 88° 21' 29" E - 44.27
268	51° 19' 04"	25.00'	22.39'	12.01'	S 39° 41' 13" E - 21.65
268	50° 35' 59"	55.00'	48.57'	26.00'	S 39° 19' 40" E - 47.01
274	02° 52' 17"	150.00'	7.52'	3.76'	S 66° 46' 53" E - 7.52'
275	80° 45' 07"	150.00'	211.41'	127.55'	N 71° 24' 26" E - 194.3

PARK AREA CURVE DATA

03° 07' 42"	275.00'	15.01'	7.51'	N 66° 54' 36" W - 15.01
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DETENTION AREA

77° 26' 59"	55.00'	74.35'	44.10'	S 64° 01' 26" E - 68.81
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CENTERLINE CURVE DATA

CURVE #	DELTA	RADIUS	ARC	TANGENT	CHORD
1	44° 54' 16"	250.00'	195.93'	103.31'	S 87° 47' 52" E - 190.9
2	12° 54' 35"	500.00'	112.66'	56.57'	S 01° 45' 47" E - 112.4
3	32° 52' 20"	335.00'	192.20'	98.82'	S 81° 46' 55" E - 189.5
4	90° 00' 00"	175.00'	274.89'	175.00'	N 69° 39' 16" E - 247.4

AREA SUMMARY

LOT AREA =	36.26	ACRES
STREET R/W =	6.683	ACRES
PARK AREA =	2.08	ACRES
DETENTION AREA =	0.39	ACRES
TOTAL AREA =	45.413	ACRES



EASEMENT NOTES:

A 10 FOOT EASEMENT IS RESERVED ALONG ALL INTERIOR LOT LINES AND A 15 FOOT EASEMENT IS RESERVED ON THE INSIDE OF ALL EXTERIOR LOT BOUNDARY LINES FOR INSTALLATION OF UTILITIES AND FOR DRAINAGE. AN EXTERIOR LOT BOUNDARY LINE A LOT BOUNDARY THAT DOES NOT BORDER EITHER ON ANOTHER LOT, ROADWAY, THE DETENTION AREA OR THE PARK AREA. A 20 FOOT EASEMENT IS RESERVED IN ADDITION THROUGH THE PARK AREA AS SHOWN ON THIS PLAT FOR INSTALLATION OF UTILITIES, DRAINAGE AND FOR PEDESTRIAN INGRESS AND EGRESS.

FINAL PLAT SECTION TWO  
**PIONEER HEIGHTS**  
 SHAWNEE DISTRICT - FREDERICK COUNTY, VIRGINIA

SCALE: N/A DATE: JANUARY 27, 1993



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