



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Martin William Cisek and Dawn Echols Cisek

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Wednesday, April 9th, 2025 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Offering 1: +/- 2.29 acres and improvements; PIN #: 11 7 1 1; Account #: 8045679; DB: 2017 PG 4440; Whispering Meadows L1S1

Offering 2: +/- 2.13 acres and improvements; PIN #: 11 7 1 2; Account #: 8045680; DB: 2017 PG 4440; Whispering Meadows L2S1

Address:

TBD New Hope Road., and TBD Tralee Dr., Cross Junction, VA 22625

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, April 9th, 2025 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit, per offering, will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Tuesday, May 27th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208



Auction Services

Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

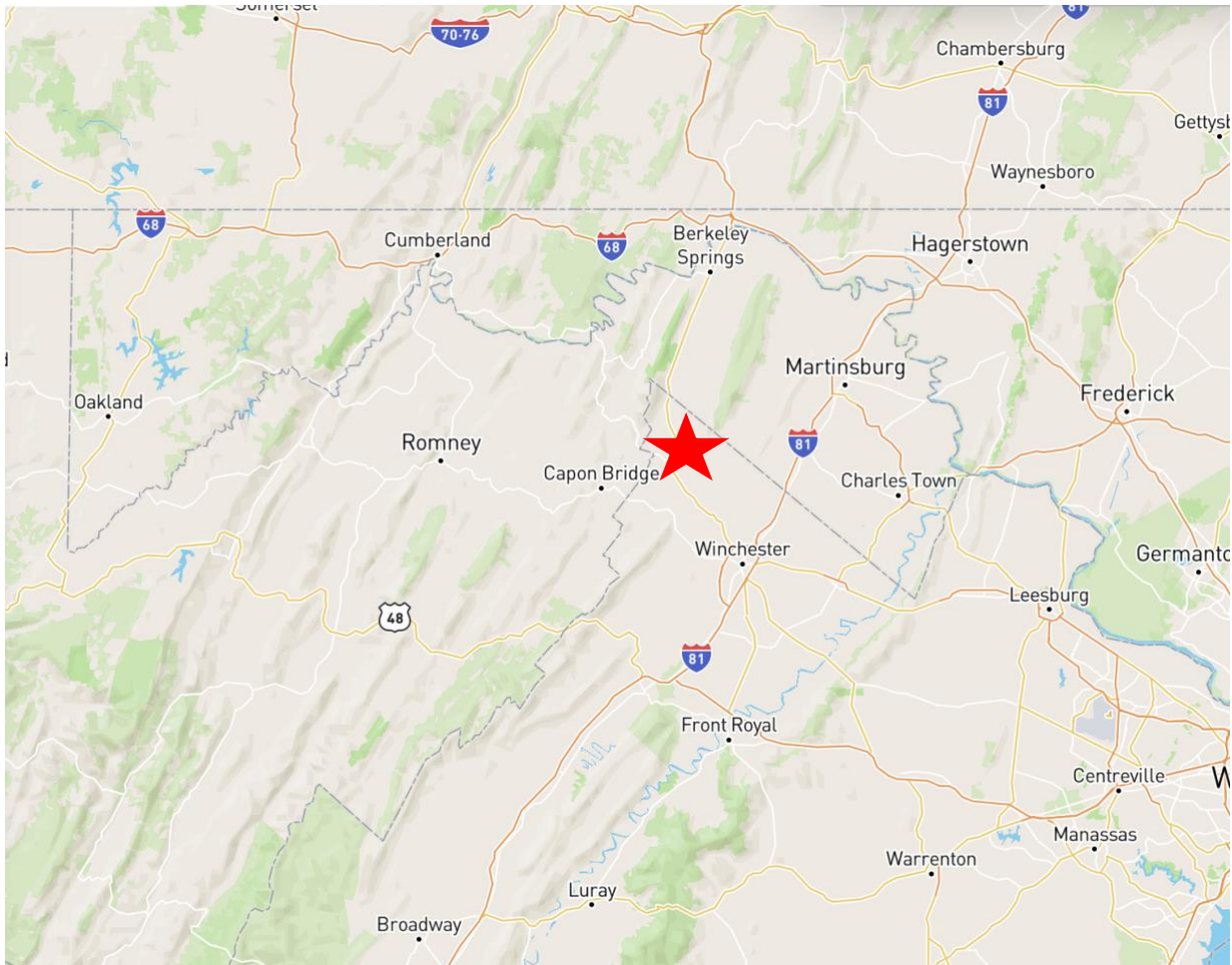
TBD New Hope Rd., and Tralee Dr.,
Cross Junction, VA 22625





Location

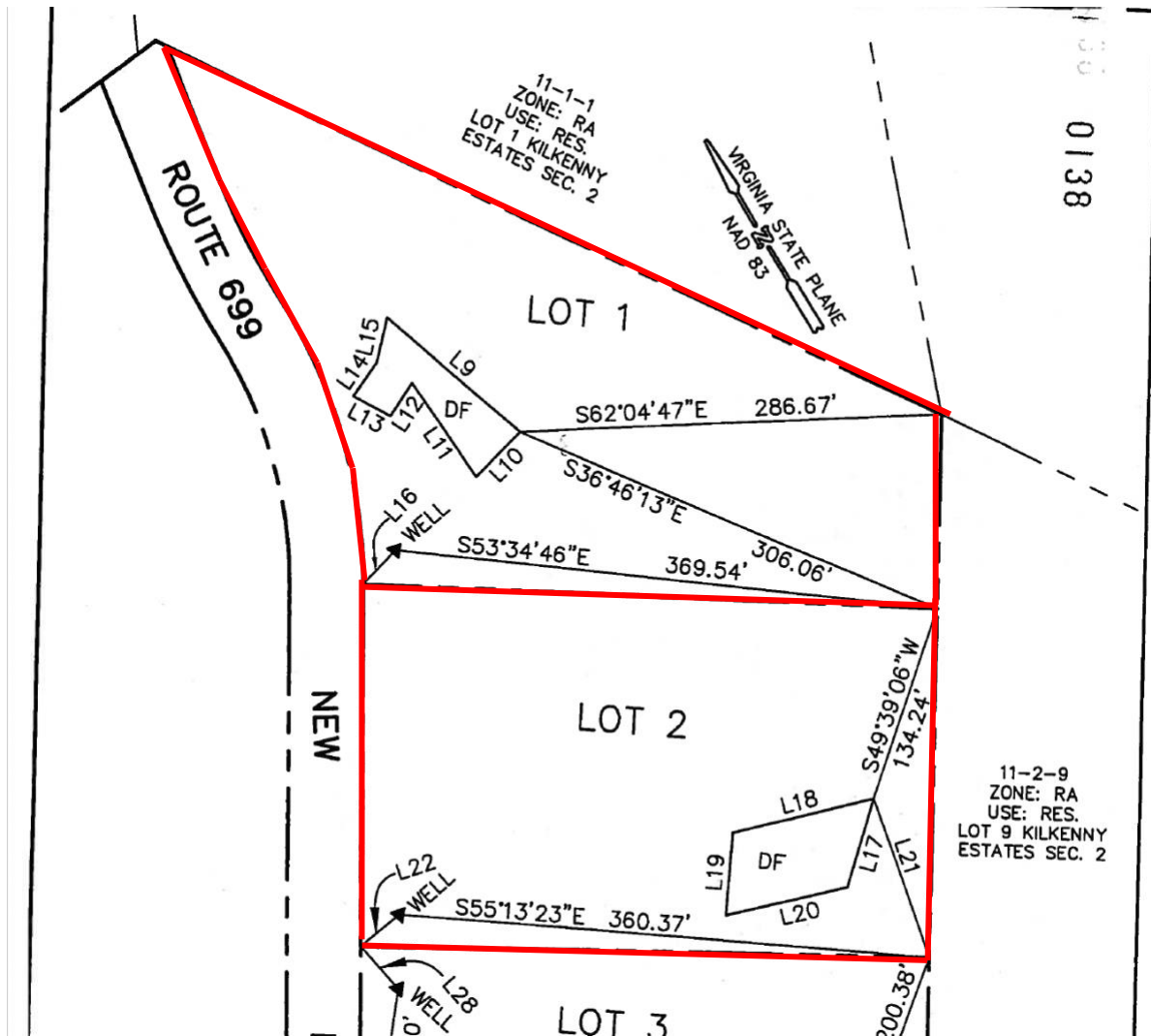
TBD New Hope Rd., and Tralee Dr.,
Cross Junction, VA 22625





Survey

Auction Services



0138

11-1-1
ZONE: RA
USE: RES.
LOT 1 KILKENNY
ESTATES SEC. 2

VIRGINIA STATE PLANE
NAD 83

ROUTE 699

LOT 1

NEW

LOT 2

HOPE

LOT 3

ROAD

LOT 4

11-2-9
ZONE: RA
USE: RES.
LOT 9 KILKENNY
ESTATES SEC. 2

SEE SHEET 6 FOR PROPERTY DATA.
SEE SHEET 12 FOR EASEMENT DATA.

FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

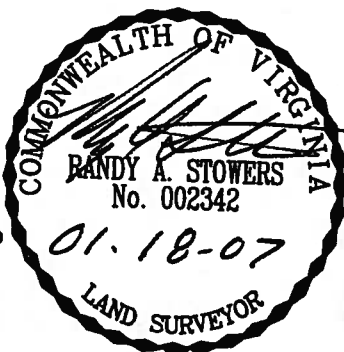
GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007

GRAPHIC SCALE



1 inch = 100 ft.



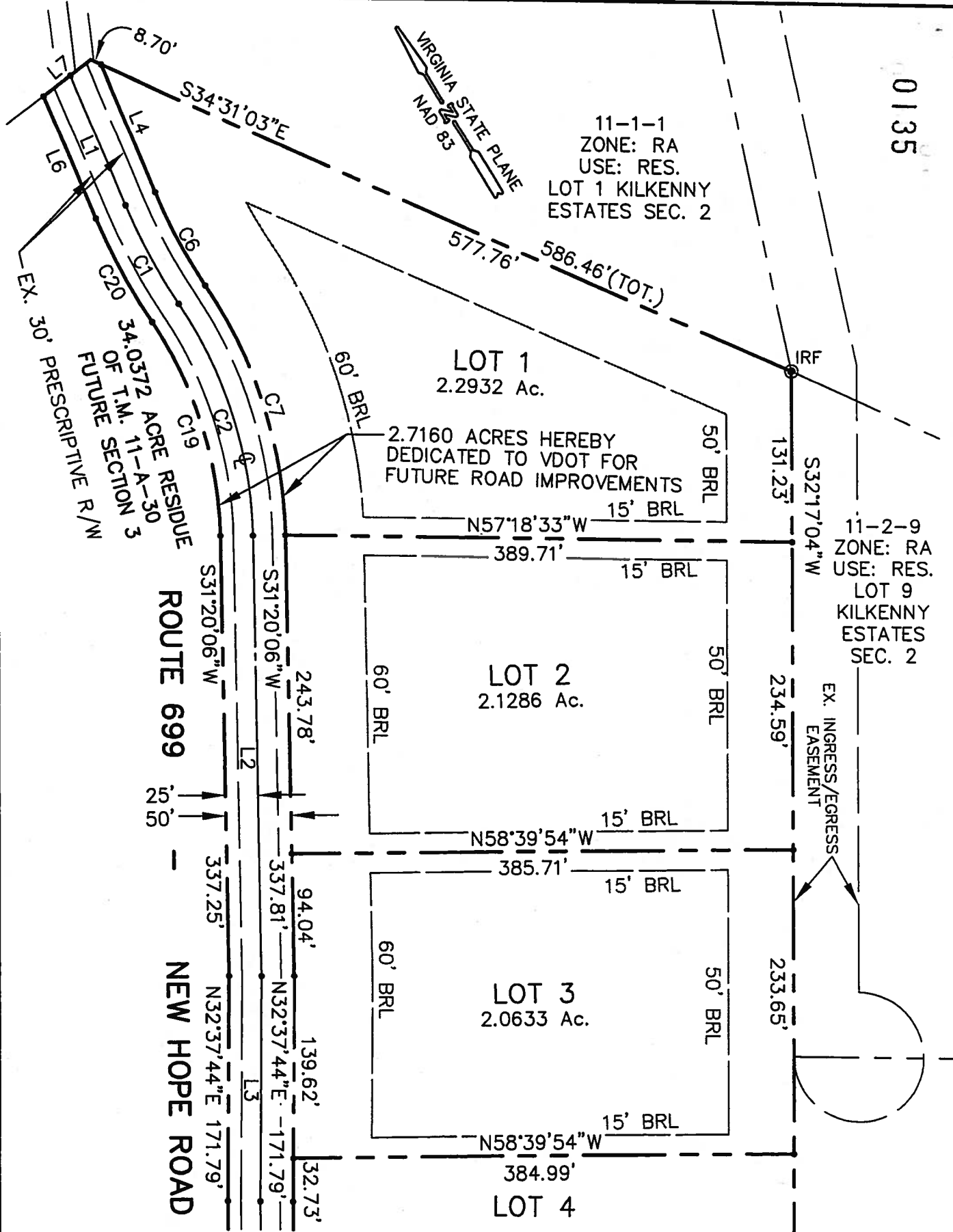
MONTGOMERY
Engineering Group, Inc.

180-9 Prosperity Dr.
Winchester, VA 22602
www.meginc.biz

(540) 450-3236 VOICE
(540) 450-3235 FAX

SHEET 9 OF 12

0135



SEE SHEET 7

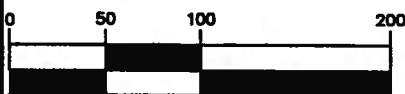
SEE SHEET 9 FOR WELL AND SEPTIC DATA.
SEE SHEET 11 FOR EASEMENT DATA.

FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007

GRAPHIC SCALE



1 inch = 100 ft.



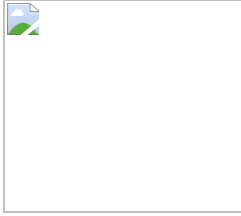
MONTGOMERY
Engineering Group, Inc.

180-9 Prosperity Dr.
Winchester, VA 22602
www.meginc.biz

(540) 450-3236 VOICE
(540) 450-3235 FAX

SHEET 6 OF 12

Property Identification Card



Frederick County

Property Information (Map#: 11 7 1 1)

Owner:

CISEK MARTIN WILLIAM & DAWN
ECHOLS
C/O FIRST BANK ATTN MORT DEPT

Legal Description(s):

WHISPERING MEADOWS L1S1
2.29 ACRES

Owner Address:

PO BOX 1000

Zoned:

RA

ABINGDON, VA 24212 1000

Prior Assessment:

\$40,800

Total Land Area:

2.29 Acres

Magisterial District:

GAINESBORO

Property Address:

0 TRALEE DR

Instrument #:

17 0004440

Remarks:

Assessment Values (Map#: 11 7 1 1)

Building 1:**Land Value:**

\$45,800

Other Improvements:**Total Value:**

\$45,800

Acreage Description (Map#: 11 7 1 1)

Size In Acres:

1.00

Description:

Homesite

Lump Sum or Per Acre:

Lump Sum

Unit Value:

40,000

Adjustment Percentage:	0.00
Utility Value:	
Acreage Value:	\$40,000

Size In Acres:	1.29
Description:	
Lump Sum or Per Acre:	Per Acre
Unit Value:	4,500
Adjustment Percentage:	0.00
Utility Value:	
Acreage Value:	\$5,805

Area:	0
Unit:	
Rate:	0.00
Value:	
Total Value:	\$45,805

Other Improvements (Map#: 11 7 1 1)

TOTAL VALUE:

Sales Information (Map#: 11 7 1 1)

Sales Date:	5/4/2017
Sales Price:	\$34,000
Instrument:	17 0004440
Grantor:	JENKINS CHARLES WILLIAM
# of Parcels:	2

Transaction History (Map#: 11 7 1 1)

Sales Date:	00/00/0000
Sales Price:	
Instrument:	07 0001746
Grantee:	CRYTSAL INVESTORS, LLC
# of Parcels:	

Sales Date:	02/12/2007
Sales Price:	\$263,000
Instrument:	07 0002490
Grantee:	WESTENMEYER DUSTIN H
# of Parcels:	1

Sales Date:	00/00/0000
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Sales Price:
Instrument: 0
Grantee: CRYSTAL INVESTORS LLC
of Parcels:

Sales Date: 12/31/2014
Sales Price:
Instrument: 14 0011139
Grantee: OAKCREST BUILDERS INC
of Parcels: 3

Sales Date: 09/19/2016
Sales Price:
Instrument: 16 0009130
Grantee: JENKINS CHARLES WILLIAM
of Parcels: 1

Building Information (Map#: 11 7 1 1)

Building 1:

EXTERIOR INFORMATION

Year Built: 0
Occupancy Type: VACANT LAND
Condition: None
Foundation: None
Exterior Walls: None
Roofing: None
Roof Type: None
Garage:
Number of Cars: None
Built-In No. Cars: None
Carport: None

INTERIOR INFORMATION

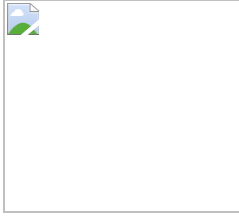
Story Height: 0.00
Number of Rooms: None
Number of Bedrooms: None
Number of Full Baths: None
Number of Half Baths: None
Building Sq. Feet:
Basement Sq. Feet:
Fin. Basement Sq. Feet: None
Heating:
A/C:

SITE INFORMATION

Zoning Type: RA
Terrain Type: ON

Character:	ROLLING/SLOPING
Right of Way:	PUBLIC
Easements:	GRAVEL
Water:	NONE
Sewer:	NONE
Electric:	YES
Gas:	NO
Fuel Type:	None
Utility Value:	0
Fireplace:	None
Stk Fireplace:	None
Flues:	None
Metal Flues:	None
Stacked Flues:	None
Inop. Flue/FP:	None

Offering #2 Tax Card

Property Identification Card**Frederick County****Property Information (Map#: 11 7 1 2)****Owner:**

CISEK MARTIN WILLIAM & DAWN
ECHOLS
C/O FIRST BANK ATTN MORT DEPT

Legal Description(s):

WHISPERING MEADOWS L2S1
2.13 ACRES

Owner Address:

PO BOX 1000

Zoned:

RA

ABINGDON, VA 24212 1000

Prior Assessment:

\$40,100

Total Land Area:

2.13 Acres

Magisterial District:

GAINESBORO

Property Address:

0 TRALEE DR

Instrument #:

17 0004440

Remarks:**Assessment Values (Map#: 11 7 1 2)****Building 1:****Land Value:**

\$45,100

Other Improvements:**Total Value:**

\$45,100

Acreage Description (Map#: 11 7 1 2)**Size In Acres:**

1.00

Description:

Homesite

Lump Sum or Per Acre:

Lump Sum

Unit Value:

40,000

Adjustment Percentage:	0.00
Utility Value:	
Acreage Value:	\$40,000

Size In Acres:	1.13
Description:	
Lump Sum or Per Acre:	Per Acre
Unit Value:	4,500
Adjustment Percentage:	0.00
Utility Value:	
Acreage Value:	\$5,085

Area:	0
Unit:	
Rate:	0.00
Value:	
Total Value:	\$45,085

Other Improvements (Map#: 11 7 1 2)

TOTAL VALUE:

Sales Information (Map#: 11 7 1 2)

Sales Date:	5/4/2017
Sales Price:	\$34,000
Instrument:	17 0004440
Grantor:	GENTRY KIMBERLY D
# of Parcels:	2

Transaction History (Map#: 11 7 1 2)

Sales Date:	00/00/0000
Sales Price:	
Instrument:	07 0001746
Grantee:	CRYSTAL INVESTORS LLC
# of Parcels:	

Sales Date:	08/26/2010
Sales Price:	\$33,000
Instrument:	10 0008023
Grantee:	GENTRY KIMBERLY D
# of Parcels:	

Building Information (Map#: 11 7 1 2)**Building 1:****EXTERIOR INFORMATION**

Year Built: 0
Occupancy Type: VACANT LAND
Condition: None
Foundation: None
Exterior Walls: None
Roofing: None
Roof Type: None
Garage:
Number of Cars: None
Built-In No. Cars: None
Carport: None

INTERIOR INFORMATION

Story Height: 0.00
Number of Rooms: None
Number of Bedrooms: None
Number of Full Baths: None
Number of Half Baths: None
Building Sq. Feet:
Basement Sq. Feet:
Fin. Basement Sq. Feet: None
Heating:
A/C:

SITE INFORMATION

Zoning Type: RA
Terrain Type: ON
Character: ROLLING/SLOPING
Right of Way: PUBLIC
Easements: GRAVEL
Water: NONE
Sewer: NONE
Electric: YES
Gas: NO
Fuel Type: None
Utility Value: 0
Fireplace: None
Stk Fireplace: None
Flues: None
Metal Flues: None
Stacked Flues: None
Inop. Flue/FP: None

070001746

0122

THIS DEED OF DEDICATION, made this 30 day of January, 2007, by
CRYSTAL INVESTORS, LLC, a Virginia limited liability company, hereinafter
called the DECLARANT or GRANTOR, whether one or more, and **FREDERICK**
COUNTY, VIRGINIA (herein called the County), party of the second part.

WHEREAS, the Grantor is the owner in fee simple of the real estate shown on
that certain Plat entitled RURAL PRESERVATION SUBDIVISION WHISPERING
MEADOWS drawn by Randy A. Stowers, L.S., dated January 16, 2007, known as
WHISPERING MEADOWS. Which Final Subdivision Plat is attached hereto and
incorporated herein by reference as if set out in full; and,

WHEREAS, said real estate, as shown on the aforesaid attached Final
Subdivision Plat, has been subdivided into lots for construction of single-family
homes thereon (Lots 1 through 33 inclusive, Sections 1, 2, and 3 inclusive and
"Preservation Lot") and the hereinabove referenced Final Subdivision Plat shows
accurately the metes and bounds of the subdivided land, together with the subdivision
to be used as streets, utility easements, ingress, egress, drainage easements, and all
other conveyed easements, all of which shall constitute a portion of that development
known as Whispering Meadows; and,

WHEREAS, the Grantor now desires to subdivide same into lots to be known
as Whispering Meadows. The subdivision of said real estate, as it now appears on the
aforesaid attached Final Subdivision Plat, is with the free consent and in accordance
with the desires of the undersigned Grantor, and the Grantor 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 the Dedication, the Grantor does hereby subdivide all of the certain tract or parcel

of land designated as Whispering Meadows, lying and being situate in the County of Frederick, Virginia, and being more particularly described by that certain Final Subdivision Plat of Whispering Meadows, drawn by Randy A. Stowers, L.S., dated May 24, 2006, containing Lots 1 through 33 inclusive and "Preservation Lot", which Final Subdivision Plat is attached hereto and incorporated herein by reference as if set out in full.

All of the lots shown on the plats attached hereto shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real and running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, unless otherwise stated in this initial deed of dedication of Whispering Meadows.

COVENANTS AND RESTRICTIONS

The lots in said Subdivision are subject to the following covenants and restrictions which shall be considered covenants real and running with the land and shall be binding on all parties and persons claiming under them and shall be for the benefit of and constitute limitations upon all future owners of said lots:

1. All lots shall be used for single family residential purpose only. Any utility or other outbuilding on any lot shall be of the same material, color and construction as the main structure on such lot.
2. No profession or home occupation shall be conducted in or on any part of a lot.
3. 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.

4. No exterior antennas shall be permitted on any lot. Satellite dishes are permitted and must be no larger than 24" in diameter. Satellite dish must be installed below eave line of home and not be visible from the street.
5. No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton (or less) vans shall be permitted on any lot 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.
6. No animals of any kind (including livestock, poultry or birds) shall be permitted on any lot, except dogs, cats and other usual household pets may be kept, provided they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers. The "Preservation Lot" shall be exempt from this provision to the extent that livestock shall be allowed to be kept on the property, except that hogs, pigs, poultry or birds shall not be allowed on any lot including the "Preservation Lot". Lot 21, Section 1, shall be exempt from this provision only to the extent that no more than 2 horses shall be allowed to be permitted upon such lot.
7. 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.
8. In the event that a dwelling is destroyed, the owner of the dwelling within thirty (30) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the lot in a neat and orderly condition. No structure other than one of at least the same dimensions and similar architecture as the building destroyed shall be constructed in the place of the original unit.
9. All buildings shall be kept in good repair and order.
10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear. No refuse or any container for it shall be placed or stored in front of any house, except on the date of garbage pickup.
11. No trees shall be planted nor other digging undertaken without first securing the approval of the local power company and without first being

advised as to the location of all underground electrical and telephone wires.

12. 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, 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 when clothes lines are not in use.
13. One-story houses shall have one thousand six hundred square feet (1600) of living space. Split foyer houses shall have one thousand four hundred square feet (1400) of living space on the upper level. Two-story houses shall have a total of two thousand two hundred square feet (2200). All other house configurations such as, but not limited to, Cape Cod, Saltbox, Multi-level and Tri-level shall have one thousand eight hundred square feet (1800) of usable, finished living space. Living space shall be measured using outside foundation measurements and shall be exclusive of carports, garages and basements. Roof pitch shall be at least six-twelfths (6/12).
14. All driveways shall be paved with asphalt or concrete. Lot 21 shall be exempt from this restriction only with regard to the existing driveway shown on the aforesaid plat. In the event that a new or additional driveway is constructed upon Lot 21 which accesses either Windsong Road or Stream View Court as shown on the aforesaid plat, then it shall be required that such new driveway is to be paved with asphalt or concrete.
15. All lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the aforesaid attached final plat, in addition to those applicable requirements of any county ordinance.
16. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods unless the owners of a majority of lots in said subdivision shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.
17. The Grantor herein reserves and shall have the right alone to waive any one or more of the restrictive covenants and conditions contained herein as to any lot transferred by it except that it cannot change the use of any lot

from residential to commercial. This waiver shall not affect the binding effect of the covenants and conditions upon any other lot. The Grantor further reserves the right alone to impose additional restrictive covenants and restrictions as to any lot or lots owned by it at the time of the imposition and such imposition shall not affect the binding effect of these provisions upon any other lots.

18. The invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect. The failure of the lot owners of the Grantor herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.
19. The covenants and restrictions herein contained shall not impose any restraint on any portion of land now owned or hereafter acquired by Crystal Investors, LLC, other than Whispering Meadows.
20. **Lot 21** – In the event that the currently existing home on Lot 21, Section 1 shall be replaced, rebuilt or reconstructed in anyway, Lot 21, Section 1 shall immediately become subject to all covenants and restrictions contained herein without consideration of exceptions allowed while the original home was in existence.

EASEMENTS

Section 1. Public Utility and Drainage Easements: The property dedicated hereby is subject to those certain easements or rights of way designated as Slope, Drainage Easements, and Utilities Easements, and Utilities Easements on the aforesaid plat of Whispering Meadows. The Grantor does hereby reserve unto themselves the said easements and may assign grant and convey the same unto Frederick County, Virginia, or other agency having jurisdiction thereof, a perpetual right of way or easement for the construction, reconstruction, maintenance and repair of the aforesaid easements and any related facility designated on the aforesaid plat as Utility Easements.

Section 2. Streets: The Grantor does hereby dedicate and convey unto the Commonwealth of Virginia, that certain 7.0009 acres, shown as streets on the aforementioned final plat.

Section 4. Reservations:

(a) The Grantor 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 utility easements set forth on the Final Subdivision Plat of Whispering Meadows.

(b) The Grantor further reserves unto itself, its successors or assigns, for a period of five (5) years from the date of conveyance of the first lot in Whispering Meadows, a blanket easement and right of way on, over and under the ground within said Subdivision to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Grantor shall restore the affected property to its original condition as near as practical. The Grantor shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Grantor an emergency exists which precludes such notice. Reservation by the Grantor of such blanket easement and rights contained herein shall not, in any way, obligate Grantor to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or responsibility upon Grantor therefore.

GENERAL PROVISIONS

Section 1. Enforcement: The Grantor, its successors or assigns, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter, imposed by the provisions of this Declaration. Failure by the Grantor, 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 Grantor, 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 these covenants or restrictions 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 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 Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, except as otherwise allowed by the laws of the Commonwealth. The covenants and restrictions of this Declaration may be amended during the first (15) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, except as otherwise allowed by the laws of the Commonwealth.

0129

Section 4. The Dedication and Subdivision of the land as shown on the attached plat is with the free consent and in accordance with the desires 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 Frederick County, Virginia, or other agency having jurisdiction thereof.

WITNESS the following signatures and seals:

On behalf of Crystal Investors, LLC:

By: *Gregory L. Unger* [SEAL]
GREGORY L. UNGER, Manager

~~No Signature Required For Frederick County, Virginia:~~

~~By: *J. Douglas McCarthy* [SEAL]
(Name) (Title)~~

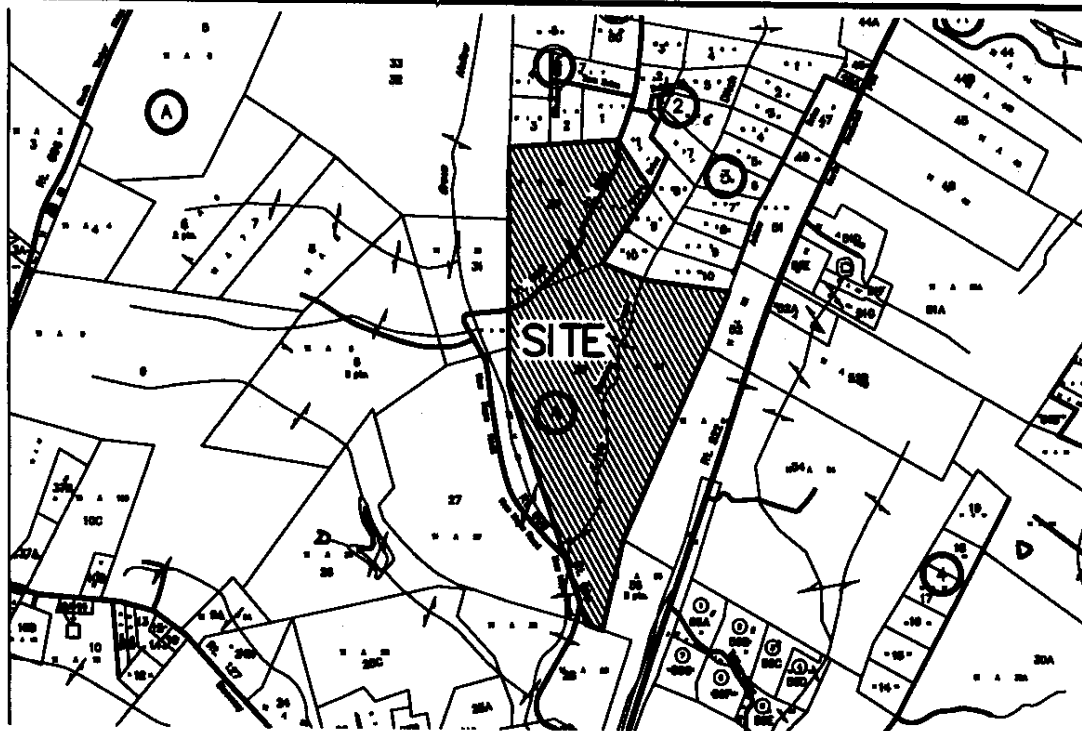
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Frederick, to-wit:

The foregoing instrument was acknowledged before me this 30th day of January, 2007, by Gregory L. Unger, who is managing member of Crystal Investors, LLC

Joy Holland
NOTARY PUBLIC

My commission expires: 7/31/08





VICINITY MAP
SCALE: 1" = 2,000'

0130



APPROVED BY:

SUBDIVISION ADMINISTRATOR

[Signature]

DATE 25 Jan 07

HEALTH DEPARTMENT

[Signature]

DATE 1-24-07

DEPARTMENT OF TRANSPORTATION

[Signature]

DATE 1-24-07

OWNER'S CONSENT:

THE ABOVE AND FOREGOING SUBDIVISION OF THE PROPERTY OF CRYSTAL INVESTORS, LLC 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]
CHARLES E. MADDOX, JR. (MEMBER)

1-25-07
(DATE)

NOTARY PUBLIC

STATE OF Virginia

CITY/COUNTY OF Frederick

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON Jan. 25, 2007

BY Charles E. Maddox Jr.

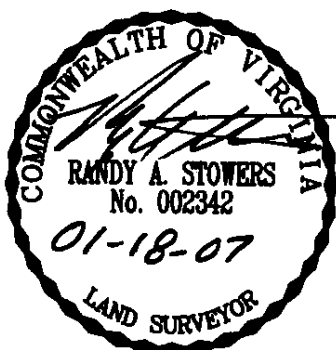
[Signature]
Pamela S. Decker

(NOTARY PUBLIC)

MY COMMISSION EXPIRES 12/31/08
(DATE)

SURVEYOR'S CERTIFICATE

I, RANDY A. STOWERS, A DULY AUTHORIZED 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 A PORTION OF THE SAME PROPERTY CONVEYED TO CRYSTAL INVESTORS, LLC. BY DEED DATED JUNE 30, 2005 AND RECORDED AT INSTRUMENT #050014426 AMONG THE LAND RECORDS OF FREDERICK COUNTY, VIRGINIA.



FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007



180-9 Prosperity Dr.
Winchester, VA 22802
www.meginc.biz (540) 450-3236 VOICE
(540) 450-3235 FAX

AREA SUMMARY

TOTAL SECTION 1 AREA: 15.5862 ACRES
AREA IN LOTS: 12.8702 ACRES
AREA IN R/W: 2.7160 ACRES
NUMBER OF LOTS: 5
AVERAGE LOT SIZE: 2.5740 ACRES
SMALLEST LOT SIZE: 2.0517 ACRES
RESIDUE 11-((A))-29: 112.5661 ACRES
RESIDUE 11-((A))-30: 34.0372 ACRES

0131

PARENT PARCELS

11-((A))-29

11-((A))-30

B.R.L. TABLE

FOR LINES ADJOINING LOTS

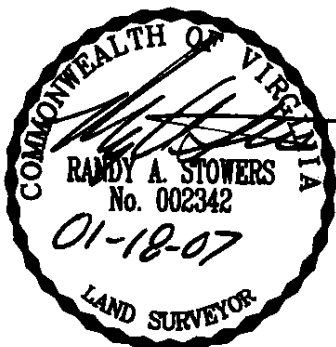
FRONT	60'
REAR	40'
SIDE	15'

FOR LINES NOT ADJOINING LOTS

FRONT	60'	
SIDE/REAR	50'	TO RESIDENTIAL/VACANT
	100'	TO AGRICULTURAL & PRESERVATION PARCEL
	200'	TO ORCHARD

NOTES

1. PERMANENT MONUMENTATION WILL BE SET AT ALL LOT CORNERS IN COMPLIANCE WITH LOCAL ORDINANCES.
2. THIS PLAT IS THE RESULT OF A CURRENT FIELD RUN SURVEY.
3. NO FUTURE DIVISION OF THE RURAL PRESERVATION PARCEL IS PERMITTED PER THE FREDERICK COUNTY ZONING ORDINANCE.



FINAL PLAT OF RURAL PRESERVATION SUBDIVISION WHISPERING MEADOWS SECTION 1

GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

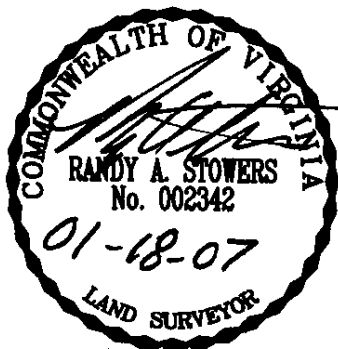
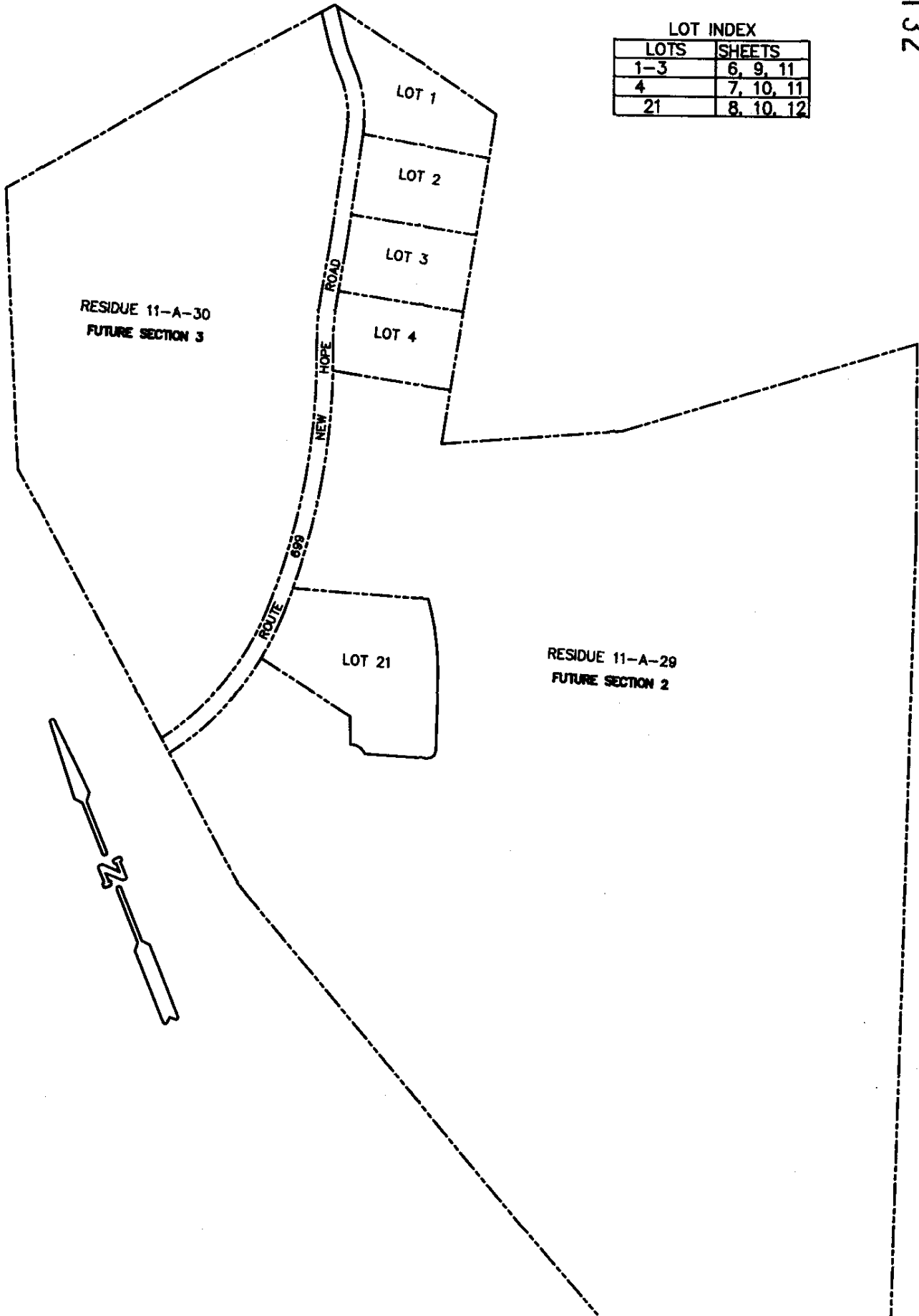
SCALE: 1"=100' DATE: JANUARY 18, 2007



KEY SHEET

0132

LOT INDEX	
LOTS	SHEETS
1-3	6, 9, 11
4	7, 10, 11
21	8, 10, 12



FINAL PLAT OF RURAL PRESERVATION SUBDIVISION WHISPERING MEADOWS SECTION 1

GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

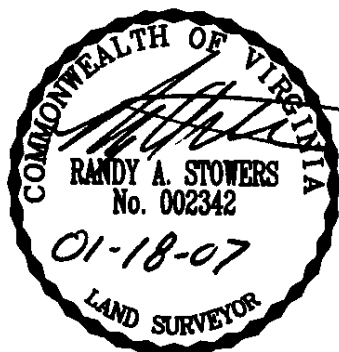
SCALE: 1"=100' DATE: JANUARY 18, 2007



MONTGOMERY
Engineering Group, Inc.

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Winchester, VA 22602
www.meginc.biz (540) 450-3235 FAX

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	84.61'	449.08'	10°47'42"	42.43'	84.49'	S03°15'23"W
C2	188.41'	322.47'	33°28'34"	96.98'	185.74'	N14°35'49"E
C3	137.96'	738.88'	10°41'53"	69.18'	137.76'	S27°16'47"W
C4	810.99'	2011.68'	23°05'54"	411.08'	805.51'	N33°28'47"E
C5	527.96'	851.87'	35°30'36"	272.77'	519.55'	N62°47'02"E
C6	79.90'	424.08'	10°47'42"	40.07'	79.78'	S03°15'23"W
C7	203.02'	347.47'	33°28'34"	104.50'	200.14'	N14°35'49"E
C8	133.29'	713.88'	10°41'53"	66.84'	133.10'	S27°16'47"W
C9	821.07'	2036.68'	23°05'54"	416.19'	815.52'	N33°28'47"E
C10	71.86'	2036.68'	2°01'18"	35.93'	71.86'	N22°56'29"E
C11	662.99'	2036.68'	18°39'04"	334.45'	660.07'	N33°16'40"E
C12	86.22'	2036.68'	2°25'32"	43.11'	86.21'	N43°48'58"E
C13	544.83'	876.87'	35°35'59"	281.53'	536.11'	N62°49'43"E
C14	143.05'	876.87'	9°20'48"	71.68'	142.89'	N49°42'08"E
C15	401.78'	876.87'	26°15'10"	204.48'	398.28'	N67°30'08"E
C16	511.10'	826.87'	35°24'54"	264.01'	503.00'	N62°44'11"E
C17	800.91'	1986.68'	23°05'54"	405.97'	795.50'	N33°28'47"E
C18	142.63'	763.88'	10°41'53"	71.52'	142.42'	S27°16'47"W
C19	173.80'	297.47'	33°28'34"	89.46'	171.34'	N14°35'49"E
C20	89.32'	474.08'	10°47'42"	44.79'	89.19'	S03°15'23"W
C21	219.01'	785.17'	15°58'54"	110.22'	218.30'	N14°59'30"E
C22	228.09'	5522.81'	2°21'59"	114.06'	228.07'	N24°09'57"E
C23	39.50'	25.00'	90°31'16"	25.23'	35.52'	N70°36'34"E
C24	18.19'	21.00'	49°37'03"	9.71'	17.62'	S39°19'16"E
C25	46.48'	50.00'	53°15'33"	25.07'	44.82'	N41°08'32"W



FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

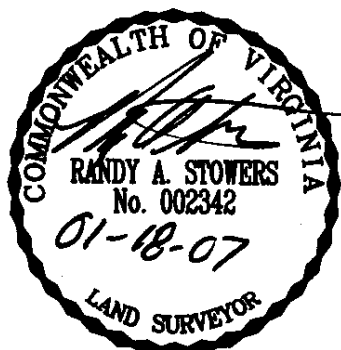
SCALE: 1"=100' DATE: JANUARY 18, 2007



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Winchester, VA 22602
www.meginc.biz (540) 450-3235 FAX

LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	105.89'	S08°39'14"W	L31	45.79'	S32°13'15"E
L2	337.53'	S31°20'06"W	L32	75.35'	N68°39'53"E
L3	172.07'	S32°37'44"W	L33	71.77'	S71°33'47"W
L4	104.36'	S08°39'14"W	L34	186.67'	S18°11'45"W
L5	50.08'	N06°19'16"W	L35	60.64'	S24°55'03"W
L6	99.58'	N08°39'14"E	L36	48.53'	S33°46'54"E
L7	45.43'	N84°28'54"E	L37	72.51'	N30°23'00"E
L8	32.73'	S32°37'44"W	L38	50.27'	N49°17'27"W
L9	117.54'	N18°54'38"W	L39	79.44'	S44°10'21"E
L10	42.44'	S75°46'26"W	L40	44.51'	S78°46'34"E
L11	76.05'	N03°46'07"W	L41	74.04'	S35°52'35"E
L12	27.00'	S63°36'03"W	L42	97.91'	S44°02'59"E
L13	28.29'	N31°04'26"W	L43	38.80'	S61°07'51"E
L14	27.92'	S65°30'43"W	L44	123.42'	S39°37'29"E
L15	30.66'	N44°18'24"E	L45	30.91'	S29°47'16"E
L16	32.00'	N73°34'58"E	L46	68.14'	N26°31'02"E
L17	63.62'	N46°51'18"E	L47	44.62'	N88°11'02"W
L18	98.13'	N73°35'09"W	L48	102.07'	S85°13'45"W
L19	56.78'	S35°34'02"W	L49	91.68'	N89°07'09"W
L20	84.53'	S72°45'50"E	L50	50.77'	N81°13'41"W
L21	113.76'	S11°39'33"W	L51	55.13'	N69°01'44"W
L22	33.81'	N81°33'25"E	L52	90.27'	N49°51'52"W
L23	35.05'	N81°06'05"W	L53	21.95'	S04°19'51"W
L24	96.50'	S21°03'55"W	L54	89.29'	S30°42'04"W
L25	64.43'	S80°15'52"E	L55	101.80'	S46°06'37"W
L26	95.70'	N03°28'57"E	L56	22.19'	S21°46'56"W
L27	77.97'	S23°26'23"E	L57	12.44'	N22°05'48"W
L28	38.08'	S10°27'16"E	L58	265.40'	S67°00'22"E
L29	56.15'	N27°39'38"W	L59	140.39'	S69°42'30"E
L30	78.56'	S60°44'00"W	L60	151.32'	S62°16'44"E



FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007



MONTGOMERY
Engineering Group, Inc.

180-B Prosperity Dr. (540) 450-3236 VOICE
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0135

11-1-1
ZONE: RA
USE: RES.
LOT 1 KILKENNY
ESTATES SEC. 2

VIRGINIA STATE PLANE
NAD 83

8.70'
S34°31'03"E
577.76' 586.46'(TOT.)
IRF

LOT 1
2.2932 Ac.

2.7160 ACRES HEREBY
DEDICATED TO VDOT FOR
FUTURE ROAD IMPROVEMENTS

60' BRL
50' BRL
15' BRL
N57°18'33"W
389.71'

LOT 2
2.1286 Ac.

60' BRL
50' BRL
15' BRL
N58°39'54"W
385.71'

LOT 3
2.0633 Ac.

60' BRL
50' BRL
15' BRL
N58°39'54"W
384.99'

LOT 4

EX. 30' PRESCRIPTIVE R/W
34.0372 ACRE RESIDUE
OF T.M. 11-A-30
FUTURE SECTION 3
ROUTE 699
NEW HOPE ROAD

EX. INGRESS/EGRESS
EASEMENT

131.23' S32°17'04"W
234.59'
233.65'

243.78'
94.04'
139.62'
32.73'

337.81' N32°37'44"E 171.79'
337.25' N32°37'44"E 171.79'

25' 50'

SEE SHEET 9 FOR WELL AND SEPTIC DATA.
SEE SHEET 11 FOR EASEMENT DATA.

GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

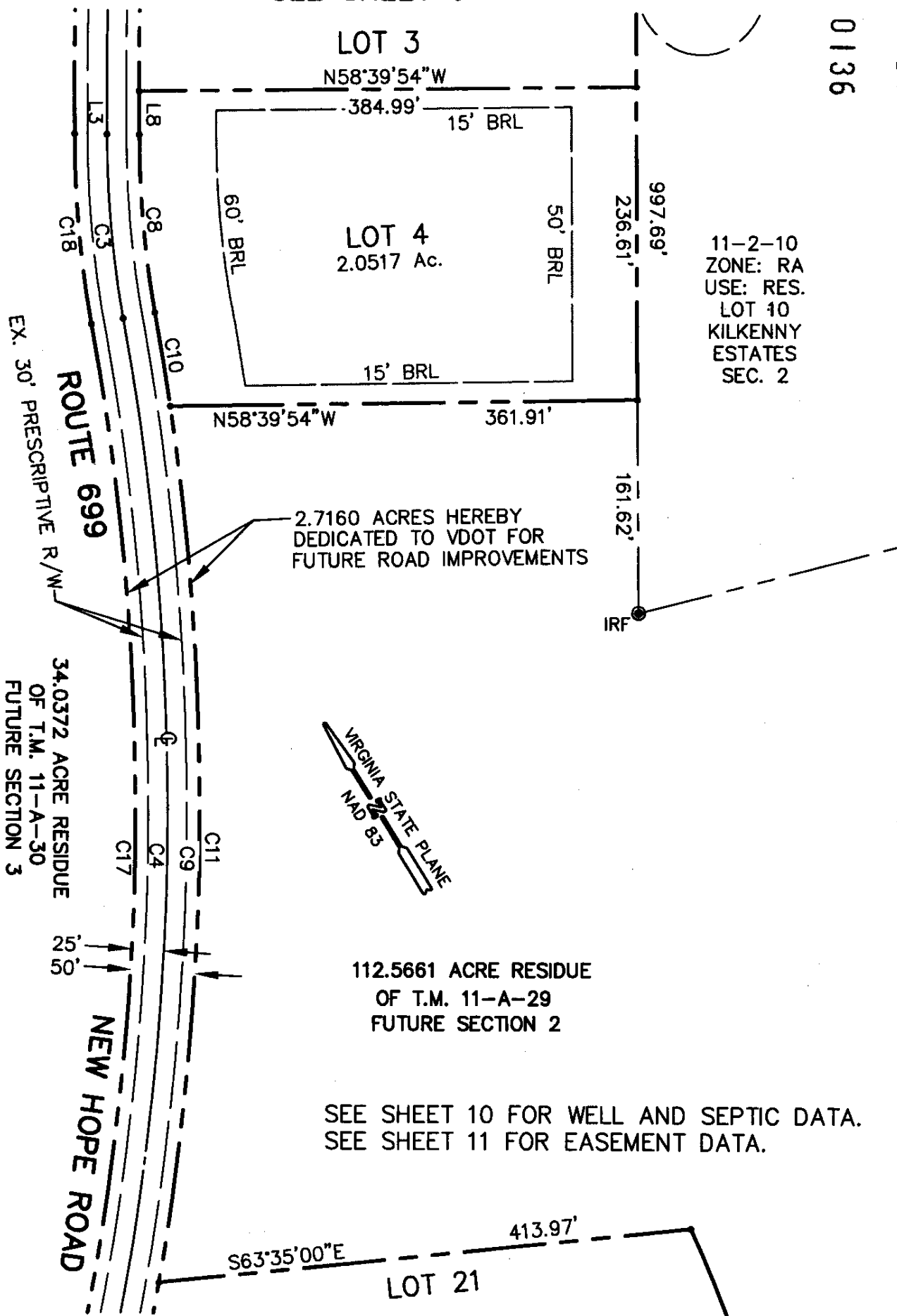
Age Group	Total (%)	Male (%)	Female (%)	Unknown (%)
0-14	~180	~100	~80	~10
15-24	~160	~90	~70	~10
25-34	~140	~80	~60	~10
35-44	~120	~70	~50	~10
45-54	~100	~60	~40	~10
55-64	~80	~50	~30	~10
65-74	~60	~40	~20	~10
75+	~40	~30	~10	~10



**180-9 Prosperity Dr.
Winchester, VA 22602
www.megino.biz**

SEE SHEET 6

0136



SEE SHEET 8

FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007

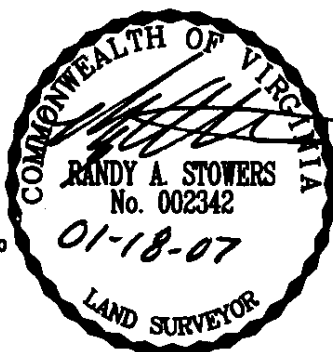
MONTGOMERY
Engineering Group, Inc.

180-9 Prosperity Dr. (540) 450-3238 VOICE
Winchester, VA 22602 (540) 450-3235 FAX
www.magnobiz

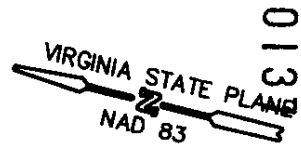
GRAPHIC SCALE



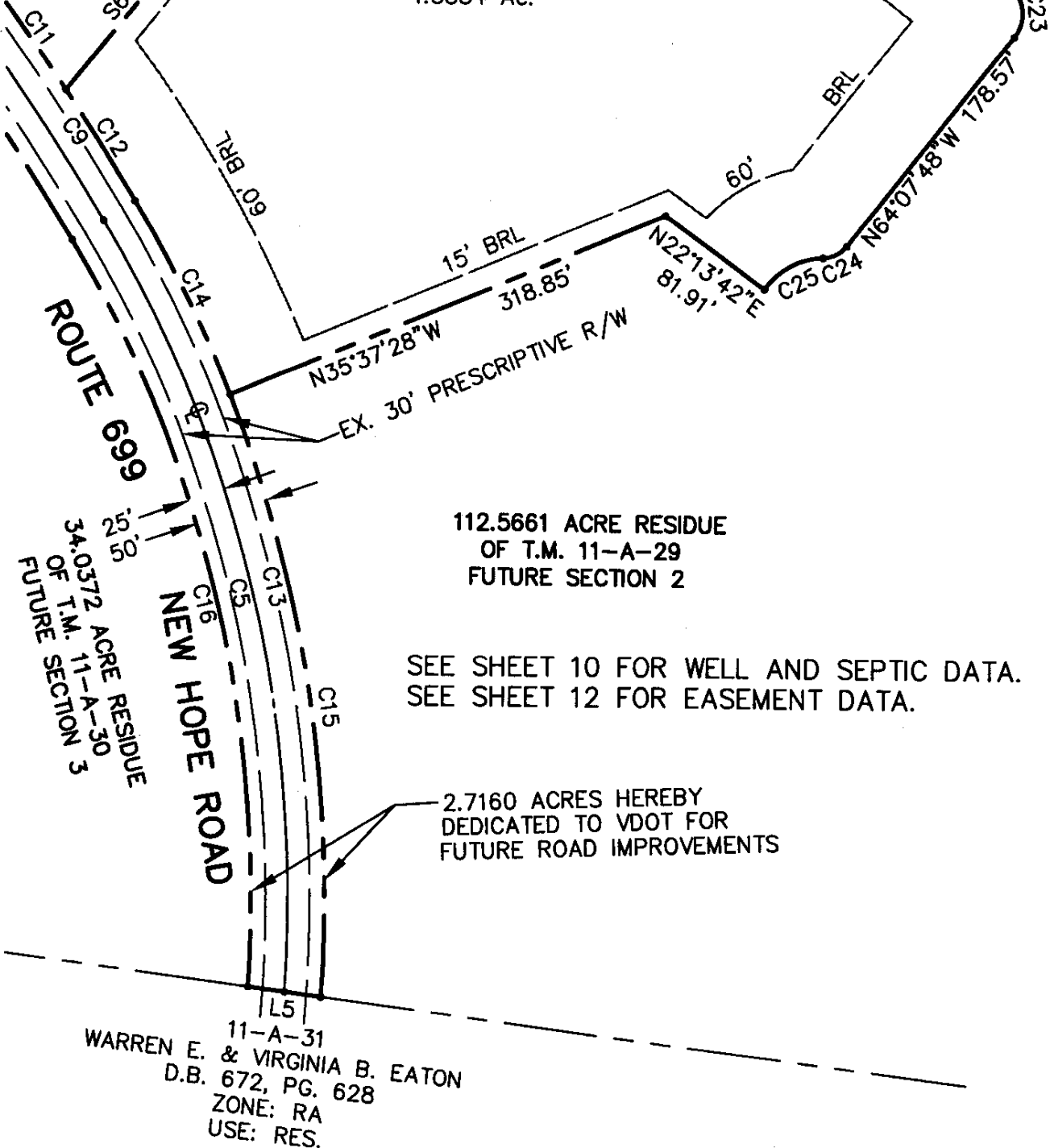
1 inch = 100 ft.



112.5661 ACRE RESIDUE
OF T.M. 11-A-29
FUTURE SECTION 2
SEE SHEET 7



LOT 21
4.3334 Ac.



SEE SHEET 10 FOR WELL AND SEPTIC DATA.
SEE SHEET 12 FOR EASEMENT DATA.

2.7160 ACRES HEREBY
DEDICATED TO VDOT FOR
FUTURE ROAD IMPROVEMENTS

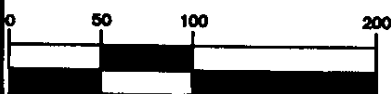
11-A-31
WARREN E. & VIRGINIA B. EATON
D.B. 672, PG. 628
ZONE: RA
USE: RES.

FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

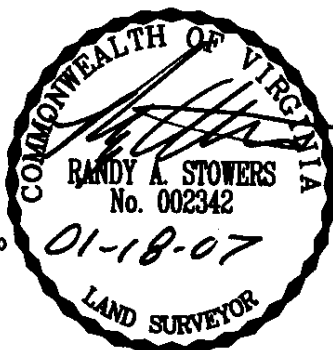
GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007

GRAPHIC SCALE



1 inch = 100 ft.

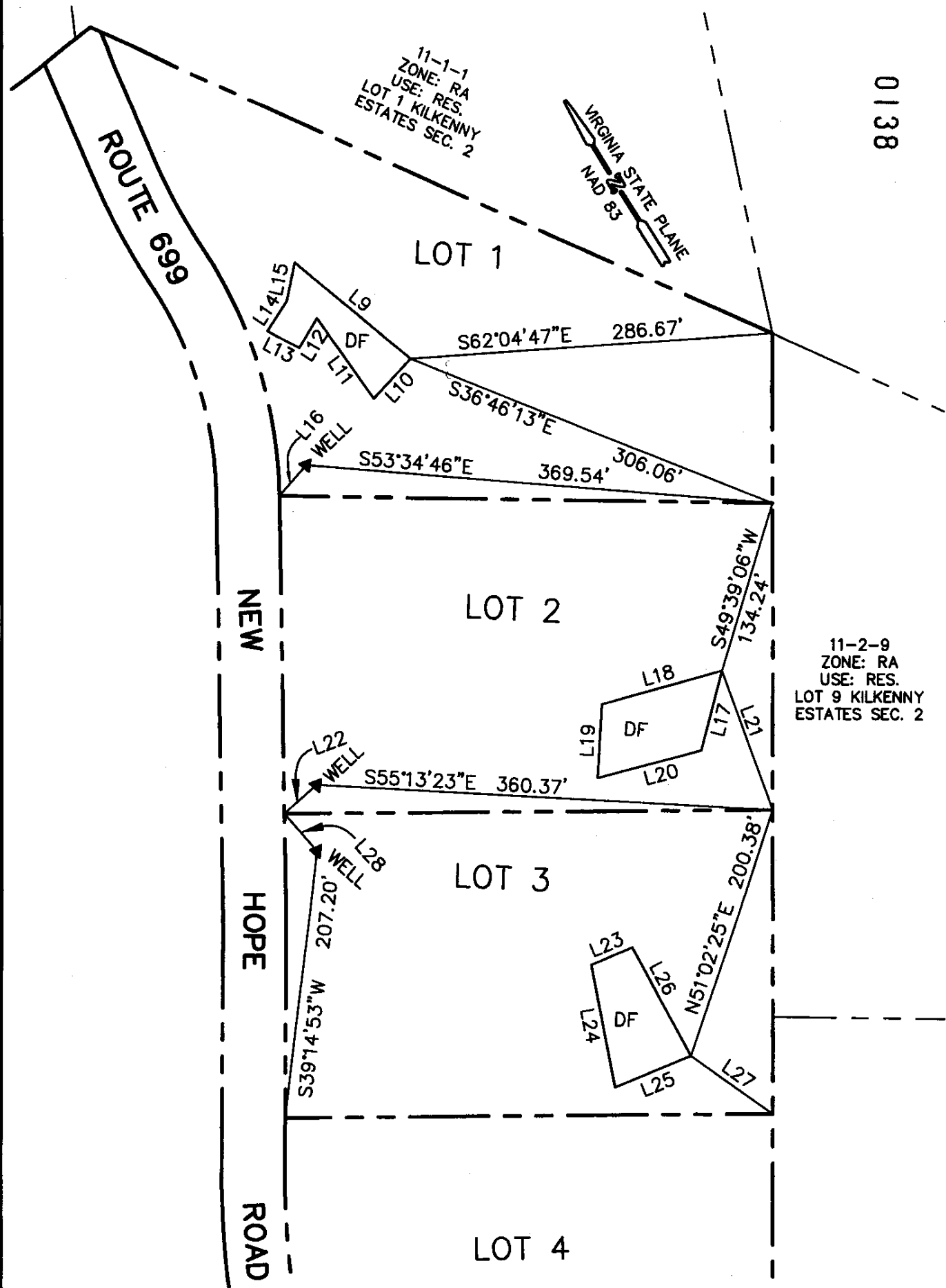


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0138



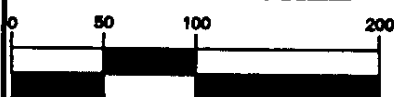
SEE SHEET 6 FOR PROPERTY DATA.
SEE SHEET 12 FOR EASEMENT DATA.

FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

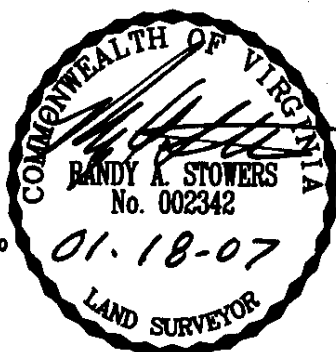
GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007

GRAPHIC SCALE



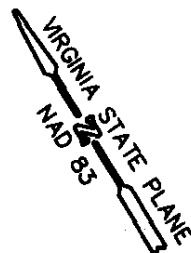
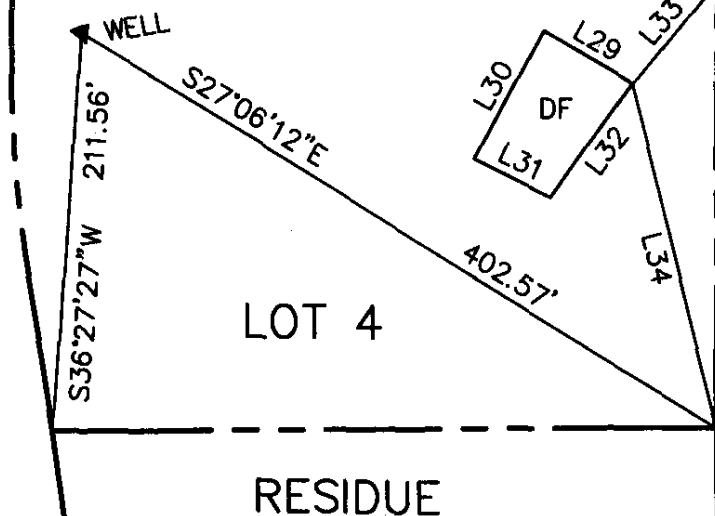
1 inch = 100 ft.



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Winchester, VA 22602 (540) 450-3235 FAX
www.moginc.biz

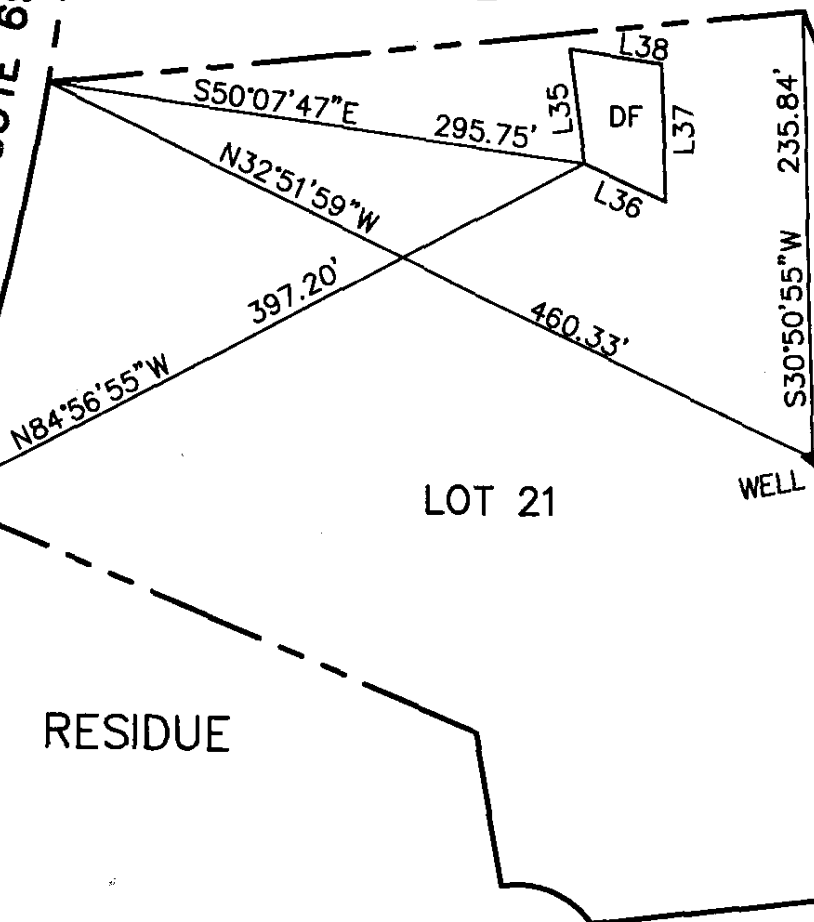
0139

NEW HOPE ROAD
ROUTE 699



RESIDUE

NEW HOPE ROAD
ROUTE 699



RESIDUE

SEE SHEETS 7 & 8 FOR PROPERTY DATA.
SEE SHEET 11 FOR EASEMENT DATA.

FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

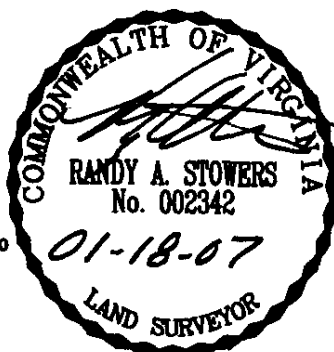
GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007

GRAPHIC SCALE



1 inch = 100 ft.



MONTGOMERY
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180-9 Prosperity Dr.
Winchester, VA 22602
www.meginc.biz
(540) 450-3236 VOICE
(540) 450-3235 FAX

SHEET 10 OF 12

11-1-1
ZONE: RA
USE: RES.
LOT 1 KILKENNY
ESTATES SEC. 2

0140

VIRGINIA STATE PLANE
NAD 83

ROUTE
HOPE
ROAD

699

LOT 1

LOT 2

LOT 3

LOT 4

ROUTE
HOPE
ROAD

699

VIRGINIA STATE PLANE
NAD 83

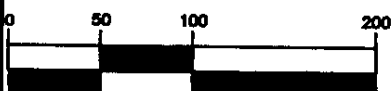
SEE SHEETS 7 & 8 FOR PROPERTY DATA.
SEE SHEETS 9 & 10 FOR WELL & SEPTIC
DATA.

FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

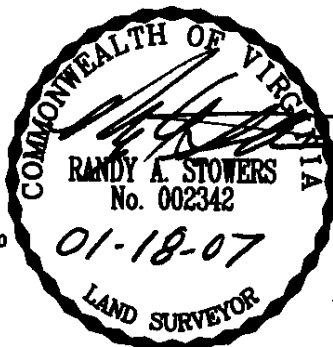
GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007

GRAPHIC SCALE



1 inch = 100 ft.



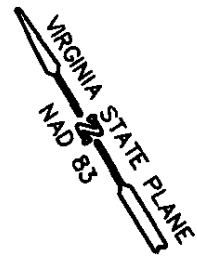
MONTGOMERY
Engineering Group, Inc.

180-9 Prosperity Dr.
Winchester, VA 22602
www.meginc.biz

(540) 450-3236 VOICE
(540) 450-3235 FAX

SHEET 11 OF 12

0141



ROUTE 699
NEW HOPE ROAD

LOT 21

20' DRAINAGE
EASEMENT

L58

L59

L60

226.70'

33.43'

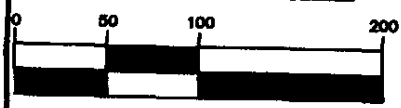
SEE SHEET 8 FOR PROPERTY DATA.
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FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

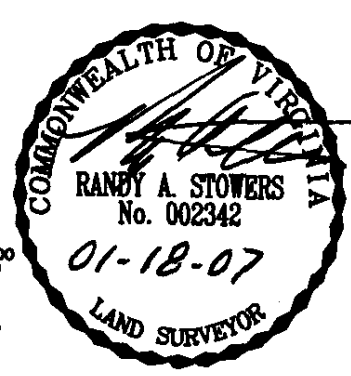
GAINESBORO MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA

SCALE: 1"=100' DATE: JANUARY 18, 2007

GRAPHIC SCALE



1 inch = 100 ft.



MONTGOMERY
Engineering Group, Inc.

180-B Prosperity Dr. (540) 450-3236 VOICE
Winchester, VA 22602 (540) 450-3235 FAX
www.meginc.biz

VIRGINIA: FREDERICK COUNTY.SCT.

This instrument of writing was produced to me on

1-31-07 at 10:36 A.M.

and with certificate acknowledgement thereto annexed
was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable.

Rebecca P. Hogan, Clerk

0142

Frederick County, VA
Friday, February 21, 2025

Chapter 165. Zoning

ARTICLE IV. Agricultural and Residential Districts

Part 401. RA Rural Areas District

§ 165-401.01. Purpose and intent.

[Amended 12-11-1991; 12-9-2009; 5-24-2017]

- A. The purpose of the rural area regulations is to preserve large, open parcels of land, tree cover, scenic views, sensitive environmental areas and prime agricultural and locally significant soils. The regulations provide for a variation in lot size, at a density not to exceed one unit per five acres. The varying lot size is permitted in order to facilitate designs that blend in with the existing landscape and preserve some larger tracts of undeveloped land in order to maintain the rural character of the County, as well as provide a choice to home buyers.
- B. The regulations are intended to reduce environmental impacts, such as soil erosion, by requiring development which is sensitive to the existing features of the natural terrain and by reducing the amount of clearing needed for roads. Diversity and originality in lot layout are encouraged in order to achieve the best possible relationship between the development and the land. Individual lots and streets should be designed to minimize alteration of the natural site features, relate positively to surrounding properties and protect the views from surrounding areas. It is intended that by allowing flexibility in the subdivision design, while at the same time requiring that environmental concerns be addressed, a more attractive, environmentally sound and economically viable development will result.

§ 165-401.02. Permitted uses.

Structures and land shall be used for one of the following uses:

- A. Agriculture, farming, dairies, animal husbandry, and forestry.
[Amended 12-9-2009]
- B. Orchards, horticulture and the production of nursery stock and products.
- C. Single-family dwellings.
- D. Mobile homes.
- E. Schools (without residential component).
[Amended 10-27-1999]
- F. Public parks and playgrounds.
- G. Churches and places of worship.
[Amended 7-10-2024]
- H. Home occupations (as defined).

[Amended 12-9-2009]

- I. Natural conservation areas.
- J. Winchester Airport.
- K. Group homes.
- L. Fire stations, companies and rescue squads.
- M. Frederick County sanitary landfill.
- N. Commercial and institutional cemeteries with or without funeral homes or cemetery office complexes.
- O. Post offices.
- P. Radio and television towers and their accessory buildings.
- Q. Public utilities, except utility-scale solar power generating facilities.
[Amended 1-8-2020]
- R. Required off-street parking.
- S. Oil and natural gas exploration, provided that the following requirements are met:
 - (1) All requirements of the Code of Virginia, as amended, and all applicable federal, state and local regulations shall be met.
 - (2) A site plan shall be reviewed and approved meeting all requirements of the Frederick County Code.
 - (3) Approval of the site plan and use shall be for 90 days, with subsequent renewals being approved by the Board of Supervisors.
[Amended 9-26-2012]
 - (4) In order to begin extraction of the resource, a rezoning to the EM Extractive Manufacturing Zoning District will be required.
- T. Museums, parks or historic sites used for educational or historic preservation purposes.
- U. (Reserved)^[1]
[1] *Editor's Note: Former Subsection U, Business signs, was repealed 5-10-2023.*
- V. (Reserved)^[2]
[2] *Editor's Note: Former Subsection V, Signs allowed in § 165-201.06B, amended 2-13-2008, was repealed 5-10-2023.*
- W. ^[3]Accessory uses.
[3] *Editor's Note: Former Subsection W, Cottage occupation signs, was repealed 12-9-2009. This ordinance also redesignated former Subsections X through CC as Subsections W through BB, respectively.*
- X. Poultry farms and hatcheries and egg production.
[Added 4-26-1995]
- Y. Fish hatcheries and fish production.
[Added 4-26-1995]
- Z. Hog farming. It shall be unlawful for any person to have or maintain or to permit to be erected, in the County, any hog pen that is located closer than 200 feet to a residence or an adjoining property that is used for human habitation.
[Added 4-26-1995]

AA. Government services office.

[Added 11-10-2004; amended 9-14-2005]

BB. Residential subdivision identification signs.

[Added 2-13-2008]

CC. Farm wineries.

[Added 12-9-2009]

DD. Temporary family health care structure.

[Added 8-14-2013]

EE. Farm breweries.

[Added 8-12-2015]

FF. Farm distilleries.

[Added 8-12-2015]

GG. Agritourism.

[Added 5-24-2017]

HH. Commercial stables, equestrian facilities and commercial riding facilities.

[Added 5-24-2017]

II. Cut-your-own Christmas tree and evergreen tree.

[Added 5-24-2017]

JJ. On-premises wayside stand, roadside stand, or wayside market, accessory to a bona fide operating farm.

[Added 5-24-2017]

KK. Blacksmith shops.

[Added 11-13-2019; amended 12-13-2023]

LL. Farriers.

[Added 11-13-2019]

MM. Horseshoeing.

[Added 11-13-2019]

NN. Taxidermists.

[Added 11-13-2019]

OO. Short-term lodging.

[Added 9-28-2022]

§ 165-401.03. Conditional uses.

[Amended 8-8-1990; 12-9-1992; 4-26-1995; 1-27-1999; 10-27-1999; 8-24-2004; 12-9-2009; 11-10-2010; 6-13-2012; 5-24-2017; 7-12-2017; 9-13-2017; 11-13-2019]

The following uses of structures and land shall be allowed only if a conditional use permit has been granted for the use:

A. Bed-and-breakfasts; farm stay.

B. Off-premises farm markets and wayside stands.

C. Country general stores without fuel sales.

D. Antique shops.

E. Restaurants without drive-through facilities, provided the following conditions are met:

- (1) Restaurants shall have an approved drainfield; alternative waste systems, including pump and hauls, are prohibited.
- F. Kennels.
- G. Auction houses.
- H. Campgrounds, tourist camps, recreation areas and resorts.
- I. Commercial outdoor recreation, athletic or park facilities, or country clubs with or without banquet facilities.
- J. Sawmills and planing mills, Type B.
- K. Retailing or wholesaling of nursery stock and related products.
- L. Landscape contracting businesses.
- M. Public garages, provided that the following conditions are met:
 - (1) All repair work shall take place entirely within an enclosed structure.
 - (2) All exterior storage of parts and equipment shall be screened from the view of surrounding properties by an opaque fence or screen at least six feet in height. This fence or screen shall be adequately maintained.
- N. Sand, shale and clay mining, provided that the following conditions are met:
 - (1) All mining shall be above the mean, existing grade level of a parcel of land.
 - (2) All mining operations shall meet all applicable requirements of state and federal agencies.
 - (3) Such mining operations shall meet the landscaping and screening requirements, supplementary regulations, height, area and bulk regulations and site plan requirements contained in the EM Extractive Manufacturing District regulations.
- O. Cottage occupations (as defined).
- P. Cottage occupation signs.
- Q. Veterinary office, clinic or hospital, including livestock services.
- R. Day-care facilities.
- S. Humanitarian aid organizational office.
- T. Schools (with residential component).
- U. Welding repair.
[Amended 12-13-2023]
- V. Flea markets, operated indoors or outdoors.
- W. Special event facility.
- X. Commercial shooting and archery ranges (indoor or outdoor).
- Y. Ice cream parlor or bakery.
- Z. Craft and gift shops.
- AA. Offices and clinics of doctors of medicine, dentists and other health practitioners.
[Amended 12-13-2023]
- BB. Slaughterhouses.

CC. Utility-scale solar power generating facilities.
[Added 1-8-2020]

DD. Boat repair shop.
[Added 4-14-2021]

EE. Agricultural supply cooperatives.
[Added 6-9-2021]

FF. Nationally chartered fraternal lodges or civic clubs, social centers and their related club facilities.
[Added 7-10-2024]

§ 165-401.04. Permitted residential density; exception.

[Amended 12-11-1991; 12-9-2009]

- A. The maximum density permitted on any parcel or group of parcels shall not exceed the equivalent of one unit per five acres as determined by the size of the parent tract as it existed on December 11, 1991.
- B. Exception to permitted density. On lots containing between seven and 10 acres which were lots of record prior to December 11, 1991, lots of two or more acres may be created despite the density limit of one unit per five acres, provided that they meet the requirements of § **165-401.06B** of this chapter.

§ 165-401.05. Minimum lot size.

[Amended 12-11-1991; 9-14-2011]

The minimum lot size for permitted uses shall be two acres, unless otherwise specified by § **165-204.26**.

§ 165-401.06. Permitted lot sizes.

[Amended 8-8-1990; 12-11-1991]

The following types of lots shall be permitted:

- A. Traditional five-acre lots. On any parcel, lots of five acres in size or greater shall be permitted.
- B. Family division lots. On any parcel which contained seven acres or more prior to December 11, 1991, lots as small as two acres may be created, provided that the following conditions are met:
[Amended 7-10-2002; 2-28-2007; 12-9-2009]

- (1) Lots are conveyed to members of the immediate family of the owner of record of the parent tract. The conveyed lot(s) shall remain with the family member for a period of five years from the date of the creation of the family lot.
- (2) Only one such lot shall be permitted per immediate family member.
- (3) One parcel of at least five acres in size shall remain intact following the division.
- (4) The creation of all such lots shall be in accordance with the provisions of the Frederick County Subdivision Chapter^[1] and § 15.2-2244 of the Code of Virginia.

[1] *Editor's Note: See Ch. 144, Subdivision of Land.*

- C. ^[2]Rural preservation lots.

- (1) Within the RA Rural Areas District, lots as small as two acres shall be permitted on tracts over 20 acres in size, subject to the following:
[Amended 10-13-1993]
 - (a) Sixty percent or more of the parent tract shall remain intact as a contiguous parcel (Rural Preservation Tract).
[Amended 2-28-2007; 12-9-2009]
 - (b) This acreage must be designated prior to the division of the fourth lot.
 - (c) No future division of this designated Rural Preservation Tract shall be permitted, other than for the widening of existing VDOT road rights-of-way or public utility dedications, unless all the following are met:
[Amended 2-28-2007; 7-10-2013; 6-22-2016]
 - [1] The division results in an overall acreage increase to the Rural Preservation Tract; and
 - [2] Acreage added to the preservation tract may come from areas internal or external to the rural preservation subdivision; and
 - [3] Acreage from the preservation tract may not be adjusted into parcels outside of the rural preservation subdivision; and
 - [4] The Rural Preservation Tract continues to meet all requirements of Chapters **165** and **144**.
 - (2) Exception to the Rural Preservation Tract. In cases where excessive topography or other natural features of a site create a situation where a higher quality subdivision design, resulting in less physical and/or visual disruption, could be achieved by allowing two residual parcels to be created, the Zoning Administrator may permit the 60% to be made up of two parcels.
[Amended 2-28-2007; 12-9-2009; 9-26-2012]
 - (3) Board of Supervisors waiver of division restriction.
[Amended 2-28-2007]
 - (a) The designated Rural Preservation Tract may be released from the restrictions of Subsection **C(1)** after a period of 10 years from its creation through the rezoning process.
 - (b) The rezoning shall be consistent with the goals of the Frederick County Comprehensive Policy Plan in effect at the time of the rezoning application.
 - (c) The designated Rural Preservation Tract which is within the Urban Development Area (UDA) at the time of its creation, or is included within the UDA as a result of a future expansion of the UDA, shall be eligible for rezoning at that point and shall not be subject to the ten-year restriction on rezoning.
- [2] *Editor's Note: Former Subsection C, Agricultural lots, was repealed 12-9-2009. This ordinance also redesignated former Subsection D as Subsection C.*

§ 165-401.07. Setback requirements.

[Amended 12-11-1991; 6-9-1993]

The following setback requirements shall apply to all parcels within the RA Rural Areas Zoning District:

- A. Setbacks for all lots other than rural preservation lots shall be as set out below.
[Amended 2-28-2007; 4-27-2011; 11-12-2015]

- (1) Front setbacks. The front setback for any principal use or structure shall be 60 feet from the property line or right-of-way of the street, road or ingress/egress easement.
[Amended 5-24-2017]
- (2) Side or rear setbacks. The minimum side or rear setback for any principal use or structure shall be determined by the primary use of the adjoining parcel as follows:

Adjoining Parcel Size	Setback (Side and Rear) (feet)
6 acres or less	50
More than 6 acres	100
Agricultural and Forestal District, 6 acres or less	50
Agricultural and Forestal District, more than 6 acres	200
Orchard (regardless of parcel size)	200

- B. Rural preservation lots. The minimum setbacks from rural preservation lot lines which adjoin other rural preservation lots shall be as set out below. Side and rear setbacks from rural preservation lot lines which adjoin any parcel other than another rural preservation lot shall be determined by § 165-401.07A(2) of this chapter.

- (1) Front setback. The front setback for any principal use or structure shall be 60 feet from the right-of-way of any existing state-maintained road and 45 feet from the right-of-way of any existing private ingress/egress easement or state-maintained road constructed to serve the subdivision.
[Amended 5-24-2017]
- (2) Side setback. No principal use or structure shall be located closer than 15 feet from any side lot line.
- (3) Rear setback. No principal use or structure shall be located closer than 40 feet from any rear lot line.

- C. ^[1]Accessory uses. The minimum setback for any accessory use or structure shall be as follows:
[Added 5-24-2017]

- (1) From the edge of right-of-way of any public street or roadway owned and maintained by VDOT: 60 feet.
- (2) From the edge of right-of-way of any private right-of-way or ingress/egress easement: 45 feet.
- (3) From any side or rear property line: 15 feet.

[1] *Editor's Note: Former Subsection C, Board waiver, as amended 9-25-2002 and 3-28-2007, was repealed 3-13-2013.*

- D. One nonhabitable accessory structure that meets the minimum setbacks for an accessory use may be located on a lot prior to the construction of a principal structure. This accessory structure shall not be permitted to contain any residential uses prior to the construction of the primary structure on the lot and shall be a maximum of 650 square feet in size.
[Added 1-9-2013; amended 5-24-2017]

§ 165-401.08. Minimum width; maximum depth.

[Amended 9-12-1990; 12-11-1991; 12-9-2009]

A. Minimum width.

- (1) Minimum width for rural preservation lots.
 - (a) Lots fronting on roads proposed for dedication: 50 feet at the front setback line.
 - (b) Lots fronting on the turnaround of a cul-de-sac for roads proposed for dedication: 50 feet at the front setback line.
 - (c) Lots fronting on existing state roads: 250 feet at the front setback line.
- (2) Minimum width for all other lots: 250 feet at the front setback line.

B. Maximum depth.

- (1) Within subdivisions utilizing rural preservation lots, the sixty-percent parcel (rural preservation tract) shall be exempt from the maximum depth requirement.
- (2) Depth/Width ratio at the front setback line: 5:1 maximum.

§ 165-401.09. Height restrictions.

No structure shall exceed 35 feet in height.

THIS DEED, made and dated this 24th day of April, 2017, by and between CHARLES WILLIAM JENKINS and KIMBERLY DAWN JENKINS (formerly known as KIMBERLY D. GENTRY), husband and wife, hereinafter called the Grantors; and MARTIN WILLIAM CISEK and DAWN ECHOLS CISEK, husband and wife, hereinafter called the Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars, and other valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey with General Warranty and English covenants of title unto the Grantees, as tenants by the entireties with common law right of survivorship, the following property:

PARCEL I: Lot 1, Section 1, Whispering Meadows Subdivision, containing 2.29 acres, more or less, Gainesboro Magisterial District, Frederick County, Virginia, as the same appears on that certain subdivision plat attached to the Deed of Dedication of Whispering Meadows Subdivision of record in the Office of the Clerk of the Circuit Court of Frederick County, Virginia as Instrument No. 070001746:

AND BEING the same property conveyed to Charles William Jenkins and Kimberly Dawn Jenkins by deed of gift dated September 15, 2016, recorded September 19, 2016 in the aforesaid Clerk's Office as Instrument No. 160009130.

PARCEL II: All of that lot or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, lying and being situate in Gainesboro Magisterial District, Frederick County, Virginia known and designated as Lot 2 on that certain plat entitled "Rural Preservation Subdivision Whispering Meadows" dated January 16, 2006, revised May 24, 2006, drawn by Randy A. Stowers and recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, with the Deed of Dedication of Whispering Meadows Subdivision as Instrument No. 070001746;

AND BEING the same property conveyed to Kimberly D. Gentry by deed dated August 16, 2010, recorded August 26, 2010 in the aforesaid Clerk's Office as Instrument No. 100008023.

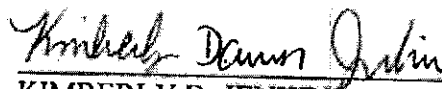
Grantee Address: Consideration: \$34,000.00 Assessed Value: 81,100.00
Tax Map No: 11-7-1-1 & 11-7-1-2

Reference is hereby made to the aforesaid instruments and the attachments and the references therein contained, for a more particular description of the property hereby conveyed.

This conveyance is made subject to all easements, rights of way and restrictions of record, if any, affecting the subject property.

WITNESS the following signatures and seals:

 (SEAL)
CHARLES WILLIAM JENKINS

 (SEAL)
KIMBERLY D. JENKINS
(formerly known as KIMBERLY D. GENTRY)

STATE OF VIRGINIA,

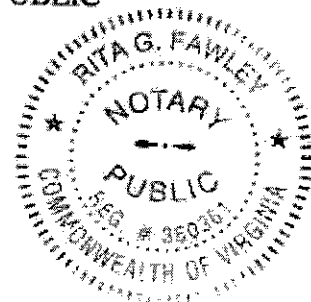
CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me in my City/County and State this 24th day of April, 2017, by CHARLES WILLIAM JENKINS and KIMBERLY D. JENKINS (formerly known as KIMBERLY D. GENTRY).

My Commission Expires: March 31, 2018


NOTARY PUBLIC

Deed prepared by
Gregory F. Hutchinson
VSB #15489
124 South Braddock Street
Winchester, VA 22601
Insured by Old Republic National Title Insurance Company



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 9th 2025, between Martin William Cisek and Dawn Echols Cisek owner's of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____

(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

- 1. Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Frederick, Virginia, and described as:

Offering 1: +/- 2.29 acres and improvements; PIN #: 11 7 1 1; Account #: 8045679; DB: 2017 PG 4440; Whispering Meadows L1S1

Offering 2: +/- 2.13 acres and improvements; PIN #: 11 7 1 2; Account #: 8045680; DB: 2017 PG 4440; Whispering Meadows L2S1

Address:

TBD New Hope Road., and TBD Tralee Dr., Cross Junction, VA 22625

- 2. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

- 3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$5,000 per offering (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

- 4. Settlement Agent and Possession.** Settlement shall be made at _____ on or before May 27th 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

- 5. Required Disclosures.**

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet

Seller's Initials _____

Purchaser's Initials _____

from the property owners' association and provide it to Purchaser.

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish

Seller's Initials _____

Purchaser's Initials _____

Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

Seller's Initials _____

Purchaser's Initials _____

(f) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

6. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set

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forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

Seller's Initials _____

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(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

Martin William Cisek

Date

Dawn Echols Cisek

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____