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THIS DECLARATION is made as of September 10, 1990 by and between Lake Holiday Estates Utility Company, a Virginia corporation, the owner of land in Gainesboro Magisterial District, Frederick County, Virginia, more particularly shown and described on the plats attached hereto and Lake Holiday Country Club, Inc., a Virginia corporation.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

(a) That the platting and subdivision of the land described on the aforesaid attached plats as Lots 1 through 16, Section 4B, of Northwood Hills, Lake Holiday Estates, is with the free consent and in accordance with the desire of the undersigned owner, and proprietor. This is the same realty that was conveyed to Lake Holiday Estates Utility Company by deed from Lake Holiday Country Club, Inc. dated September 8, 1989, and of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 724, at Page 904.

(b) Lake Holiday Country Club, Inc., the owner of all of the amenities at the subdivision known as "Lake Holiday Estates" and/or "The Summit", including, but not limited to the lake, the clubhouse, and the beaches surrounding the lake, joins in this Declaration to evidence its agreement to accept the owners of the lots subdivided hereby as members of Lake Holiday Country Club, Inc. with all of the rights, privileges and obligations of members owning lots in the sections of the subdivision to which water and sewer service is available. Lake Holiday Country Club, Inc. also agrees hereby to be



responsible for the maintenance of the roads\*located within the subdivision as shown on the attached plats.

(c) Each lot shown on the attached plats covering the aforesaid Section 4B of Lake Holiday Estates shall be subject to all of the following restrictive covenants which shall be deemed covenants real running with the land for the mutual benefit and protection of all lot owners of all sections in the subdivision known as Lake Holiday Estates and/or The Summit.

1. All roadways, streets, and rights of way set forth on said plats are for the right of ingress and egress to lots from the public highway for lot owners and the guests, agents and invitees of lot owners who are members in good standing with Lake Holiday Country Club, Inc.

2. No improper, offensive or unlawful use shall be made of the lots or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the lots shall be complied with, by and at the sole expense of the owner.

3. No person shall cause any unreasonable loud noise (except for security devices) anywhere on the lots, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the lots; but this provision shall not be construed as



forbidding any work involved in the construction or upkeep of any portion of the lots so long as such work is undertaken and carried out (1) with the minimum practical disturbance to other lot owners; (2) in such a way as does not violate the rights of any person; and (3) in accordance with all applicable restrictions and the Rules and Regulations of Lake Holiday Country Club, Inc.

4. No more than one dwelling (single family use) may be built on any one lot. No lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.

5. No dwelling on a lot shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than six months.

6. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

7. No structure or building of any kind, or construction of any sort shall be placed or constructed upon this property unless and until plans and description of same shall have been submitted in duplicate, to and approved in writing by the Architectural Committee appointed by the Board of Directors of Lake Holiday Country Club, Inc. The Architectural Committee may establish requirements regarding



the form and content of plans and specifications to be submitted for approval. The Architectural Committee shall have the power to impose reasonable application fees as well as the cost of reports, analysis or consultations required in connection with improvements or changes proposed by a lot owner. The Architectural Committee shall have the power to require performance bonds, impose reasonable charges upon, and issue a cease and desist request to a lot owner, such lot owner's tenant and such lot owner's (or tenant's) household or company, guests, employees, customers, agents and invitees whose actions are inconsistent with the provisions of this Declaration.

8. The Architectural Committee may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the section or the subdivision.

9. Each property owner erecting a dwelling on his lot shall have twelve (12) months from the date of approval of plans by the Architectural Committee to complete the exterior construction including grading, seeding, landscaping, etc. Failure to comply with this provision shall result in the forfeiture of any performance bond filed.



10. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

11. Buildings may be of a contemporary period or modern design, and may be constructed of wood, logs, stone, masonry or composition, but must be finished or painted in such a manner as not to detract from, or mar the natural beauty of the surroundings.

12. Without the written consent of the Architectural Committee, no structure, tent, outside toilet, or other living quarters, temporary or permanent, shall be placed upon any part of the property. The use of house trailers is not permitted.

13. No structure may be placed nearer than thirty-five (35) feet from any front or ten (10) feet from any side or rear line of any abutting property line.

14. No dwelling shall be built unless it contains a minimum ground floor area of 1200 square feet (plus a minimum of 500 square feet on second floor) and a minimum of 1700 square feet for single story or split-level dwelling, exclusive of porches, patios, garages and basements. No construction or improvements by lot owners shall be made upon the areas reserved for easements.

15. Garages, porches, and patios, carports or car shelters, if built, shall be attached to, and a part of the main dwelling.



16. No bulkheading, barge, pier, docks, piling, float or other marine structure not shown on the plat shall be erected, without the written approval of the Architectural Committee.

17. No diving platforms shall be constructed or permitted on any lot or in the lake, without the written approval of the Architectural Committee.

18. No open fires shall be permitted on any part of the property. Outdoor fireplaces, if built, and all chimneys shall be provided with fire screens.

19. No satellite dishes or ham radio equipment shall be maintained upon the lots.

20. No trees over two inches in diameter shall be cut down without permission of the Architectural Committee.

21. No signs of any nature whatsoever shall be permitted to be placed on the property including any for sale sign placed in the windows of any house by the lot owner or the lot owner's agent.

22. No exterior lighting shall be directed outside the boundaries of the lot.

23. Garbage must be kept in covered metal or plastic containers, and trash such as tin cans, bottles, paper, etc. shall be kept in garbage or wire containers, and all of it disposed of according to the laws of Virginia and the ordinances of Frederick County, Virginia and the Rules and Regulations of Lake Holiday Country Club, Inc. Trash and garbage containers shall not be permitted to remain in public view.



24. No rifles, shotguns or small arms shooting shall be permitted anywhere in Lake Holiday Estates. No hunting is allowed anywhere in Lake Holiday Estates.

25. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Architectural Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

26. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and an occupancy permit has been issued by the building officials of Frederick County, Virginia.

27. No outdoor clothes poles, clothes lines and similar equipment shall be placed on the lots.

28. No owner of any lot shall build or permit the building thereof of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Architectural Committee.

29. No vehicle shall be parked on any street in the subdivision. No trucks, campers, trailers, recreational vehicles, boats and other larger vehicles, including ground maintenance equipment, unless expressly permitted by the Board of Directors, shall be parked for storage overnight on the lots. No junked or derelict vehicles or other vehicle on



which current registration plates and current county and state inspections are not displayed shall be kept on any lot.

Vehicle repairs and storage of vehicles is not permitted.

30. No lot may be subdivided or easements granted, without written approval by Lake Holiday Country Club, Inc.

31. All sewer and water lines on said lots must be connected to state approved central sewerage system and central water distribution system; said systems to be constructed by Lake Holiday Estates Utility Company.

32. Any dwelling or outbuilding on any lot in the section or subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

33. In the event an owner of any lot in the subdivision shall fail to maintain the premises or the improvements situated thereon in a manner satisfactory to Lake Holiday Country Club, Inc., the said proprietor shall have the right, through its agents, and employees, to enter upon said lot and repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such lot is subject.

34. Lake Holiday Country Club, Inc. and Lake Holiday Estates Utility Co., Inc. reserve a right of way with right of entry upon, over, across and through said lots for



the purpose of constructing, operating, maintaining and repairing pole lines for electrical and telephone service, and other utilities, reserving to Lake Holiday Country Club, Inc. the sole right to convey the rights hereby reserved.

A nonexclusive blanket easement is hereby granted over and through the property for ingress and egress, installation and upkeep of the equipment for providing to any portion of the property or adjacent real estate, any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service for the public or private; such easement is hereby granted to any person providing, installing or providing upkeep for the aforesaid services. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant, or contemplated on any site plan approved by the Declarant or by resolution of the Board of Directors.

35. Every lot in the section or subdivision that lies contiguous to a lake shall be subject to a flowage easement to an elevation on the lot equal to the high water elevation of such lake as stated on the recorded plats.

36. Membership in Lake Holiday Country Club is mandatory for all persons owning a lot in Section 4B, Northwood Hills, Lake Holiday Estates. Upon acquiring title to a lot, each new owner shall immediately give written notice to the secretary of Lake Holiday Country Club, Inc. stating the name and address of such new owner and the number of the



lot. If the new owner fails to give the secretary such notice within thirty (30) days after acquiring title to such lot, then reasonable recordkeeping costs incurred by Lake Holiday Country Club, Inc. may be assessed against such lot owner. Each new owner agrees to pay an initiation fee and regular assessments.

37. Lake Holiday Estates Utility Company shall not be obligated to pay any assessments for any lot owned by it.

38. No owner shall be liable for the payment of any assessments accruing against the lot subsequent to the date of recordation of a conveyance and deed by such owner of said lot. Prior to and at the time of any such conveyance all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a lot shall be jointly and severally liable with the selling owner for all unpaid assessments against the latter for the proportionate share of the common expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling owner amounts paid by the purchaser therefore.

39. Each holder of a mortgage who comes into possession of a lot by virtue of any foreclosure or by deed of assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the lot free of any claims for unpaid assessments or charges against such lot which accrued prior to the time such person comes into possession thereof, but shall be responsible for all assessments on the lots including the mortgage assessed after such person takes possession. The lien created herein shall cease to exist with

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Hazel & Thomas  
A PROFESSIONAL CORPORATION



respect to assessments and charges levied prior to the time title is transferred by foreclosure or by deed of assignment in lieu thereof; provided however, that if the proceeds of the foreclosure exceed the total amount due on the mortgage, the excess shall first be paid to Lake Holiday Country Club, Inc. and applied to the satisfaction of its lien.

40. Any assessment, or installment thereof, not paid within thirty (30) days after the due date shall be delinquent. The Board of Directors, of Lake Holiday Country Club, Inc., shall take prompt action to collect any assessment due from any owner or member which remains unpaid for more than thirty (30) days after the due date for payment thereof.

41. The Board of Directors shall provide any owner, within fourteen (14) days after a written request therefor, with a written statement of all unpaid assessments due with respect to a specific lot. No contract purchaser requesting such a statement shall be liable for, nor shall the lot conveyed to such person relying on such statement be subject to a lien for, any unpaid assessments due prior to the date of such statement in excess of the amount set forth on such statement; provided however, that this section shall not be interpreted to release any person from personal liability for such assessment levied while such person owned the lot. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of the preparation in an amount not to exceed any maximum allowed by the Virginia Property Owners Association Act.

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42. Each owner shall comply with all of the provisions of this Declaration and the Rules and Regulations of Lake Holiday Country Club, Inc. as they may be amended from time to time. A default by an owner shall entitle Lake Holiday Country Club, Inc., acting through its Board of Directors or other agent, to the following relief:

(a) In any proceeding arising out of any alleged default by an owner, the prevailing party shall be entitled to recover the cost of such proceeding and such reasonable attorney's fees as may be determined by the Court. The prevailing party shall be entitled to costs and attorney's fees even though said proceeding is settled prior to judgment.

(b) The failure of Lake Holiday Country Club, Inc., the Board of Directors or an owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Rules and Regulations of Lake Holiday Country Club, Inc. shall not constitute a waiver of the right of Lake Holiday Country Club, Inc., its Board or any owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to Lake Holiday Country Club, Inc., its Board of Directors or any owner, pursuant to any term, provision, covenant or condition of this Declaration or the Rules and Regulations of Lake Holiday Country Club, Inc. shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such



other privileges as may be granted to such party by this Declaration, or at law or in equity.

(c) If a default by an owner in paying any sum assessed against such owner's lot, continues for a period in excess of thirty (30) days, interest from the due date at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged by a mortgagee under a mortgage at such time or 18% per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(d) The violation of any the Rules and Regulations adopted by the Board of Directors or the breach of any of the provisions of this Declaration shall give the Board of Directors the right, in addition to any other rights set forth in this Declaration: (1) to enter the portion of the property (excluding any occupied dwelling) which, or as to which, such violation or breach exists and summarily to abate and remove at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or the Rules and Regulations, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (2) to use self help to remove or cure any violation of the Declaration or the Rules and Regulations on the property (including without limitation the towing of vehicles); or (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided however, that before any construction may be altered or demolished



(except in emergencies) judicial proceedings shall be instituted.

(e) Failure to comply with any of the terms of this Declaration or the Rules and Regulations shall be grounds for relief, including without limitation an action to recover any sums for money damages, injunctive relief, foreclosure of the lien for payment of assessments, and other relief provided for in this Declaration and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by Lake Holiday Country Club, Inc., its Board of Directors, or a managing agent or, if appropriate, by any aggrieved owner or member and shall not constitute an election of remedies. Before injunctive relief may be sought, the owner against whom such action would be brought shall be given an opportunity to be heard and to be represented by counsel, at such owner's expense.

(f) The Board of Directors may suspend a member's voting rights. The Board may also suspend the right of an owner or other resident, or the rights of such person's household, guest, employees, customers, tenants, agents and invitees, to use the amenities in Lake Holiday Estates for a reasonable period not to exceed sixty days for any violation of any provision of this Declaration or the Rules and Regulations or for any period during which any assessment against an owner's lot remains unpaid; provided however, that Lake Holiday Country Club, Inc. shall not suspend the right to use the private streets and roadways for both vehicular and



pedestrian ingress and egress to and from such owner's lot.

(g) The Board of Directors, before imposing any charge or before taking any action effecting one or more owner, shall afford such person the following basic due process rights: (1) the respondent shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction. The notice shall also state that the respondent is entitled to a hearing. Notice of any hearing shall be mailed by registered or certified mail, return receipt requested, to the owner at such owner's address of record with Lake Holiday Country Club, Inc. at least fourteen (14) days prior to such hearing. (2) If the respondent requests in writing a hearing before any charge is imposed or action taken, then the imposition of the charge or the taking of the action shall be suspended until the respondent has an opportunity to be heard at a hearing at which the Board of Directors discusses such charge or action. Each person so appearing shall have the right to be represented by such person's counsel, at such person's own expense.

43. The total annual assessment of each owner (including without limitation charges, interest and late charges) made pursuant to this Declaration is hereby declared to be a lien levied against any lot owned by any owner. Until fully paid and satisfied, the lien shall apply to and encumber all of the lots that were owned, as of the date when payment



was due, by the owner from whom payment was due, and shall also apply to and encumber any and all lots thereafter acquired by that owner from the time such owner becomes the owner thereof. With respect to annual assessments, the lien is effective on the first day of each fiscal year of the association and, as to additional assessments, individual assessments and other sums duly levied, on the first day of the next payment period which begins more than ten (10) days after the date of notice to the owner of such additional assessment, individual assessment, or levy. The Board of Directors or the managing agent may file of record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment of priority of such lien. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except mortgages securing mortgagees, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the owner to pay such assessment shall, in addition, remain such owner's personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

In any case where an assessment against an owner is payable in installments, upon a default by such owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated at the option of the Board



of Directors and the entire balance of the assessment may be declared due and payable by the service of notice to such effect upon the defaulting owners.

The lien for assessments may be enforced or foreclosed in any manner permitted by the laws of Virginia or by an action in the name of the Board of Directors, or the managing agent, acting on behalf of Lake Holiday Country Club, Inc. During the pendency of any such action to enforce the lien, the owner shall be required to pay a reasonable rental for the lot for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of Virginia. Lake Holiday Country Club, Inc. shall have the power to bid on the lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such lot.

A suit to recover a money judgement for unpaid assessments may be maintained without foreclosing or waiving the liens securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Notwithstanding any other provision hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot (and any charges, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a mortgage made in good faith for value received; provided



however, that such subordination shall apply only to assessments which have become due and payable prior to a sale and transfer of such lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Said sale or transfer shall not relieve the mortgagee or the purchaser of the lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

44. The proprietors and owners and/or purchasers of the lots delineated herein shall not request the Board of Supervisors of Frederick County, Virginia, or the Virginia Department of Highways to incorporate the streets shown hereon into the highway system until said proprietors and/or lot owners have installed street improvements to the specifications of the Virginia Department of Highways.

WITNESS the following signatures and seals:

LAKE HOLIDAY ESTATES UTILITY COMPANY

By Carl H. [Signature] (SEAL)  
President

LAKE HOLIDAY COUNTRY CLUB, INC.

By Carl H. [Signature] (SEAL)  
President



STATE OF VIRGINIA *at Large*City OF Manchester, To-wit:

The foregoing instrument was acknowledged before me by Carl H. Simms, who is President of Lake Holiday Estates Utility Company, a Virginia corporation, and President of Lake Holiday Country Club, Inc., a Virginia corporation, on behalf of said corporations.

Given under my hand this 10<sup>th</sup> day of September, 1990.

My Commission expires July 22, 1991.

Sue Kruger  
Notary Public

I was commissioned as Notary Public



# Approvals

Frederick County Control Water & Sewer Required  
Health Department Herbert Bender RS. Date 5-14-90

Virginia Department  
of Transportation Willie H. Butler Date 5-14-90

Planning Director Robert Watts Date 9-10-90

County Administrator N/R Date \_\_\_\_\_

Zoning Administrator W. Wayne Miller Date 9-10-90

## Owner's Certificate:

This division, as it appears on this plat, is with the free consent and in accordance with the desires of the undersigned owner thereof.

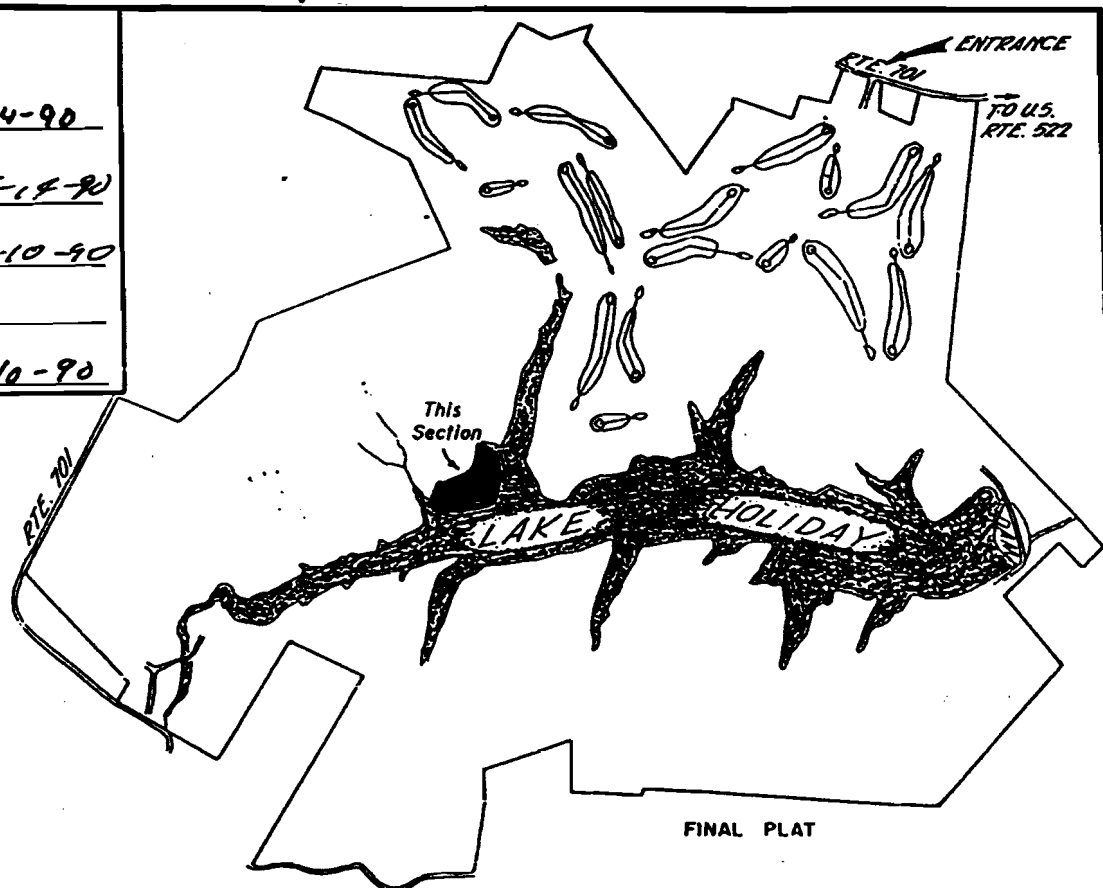
Carl H. Simon granted 3/14/90  
Name Title Date

BK750FG0678

I hereby certify that, to the best of my knowledge and belief, the subdivision of 16 lots as shown hereon is correct and meets the requirements of the Board of Supervisors of Frederick County, Virginia.

Given under my hand this 30th day of January, 1990

De. [Signature]

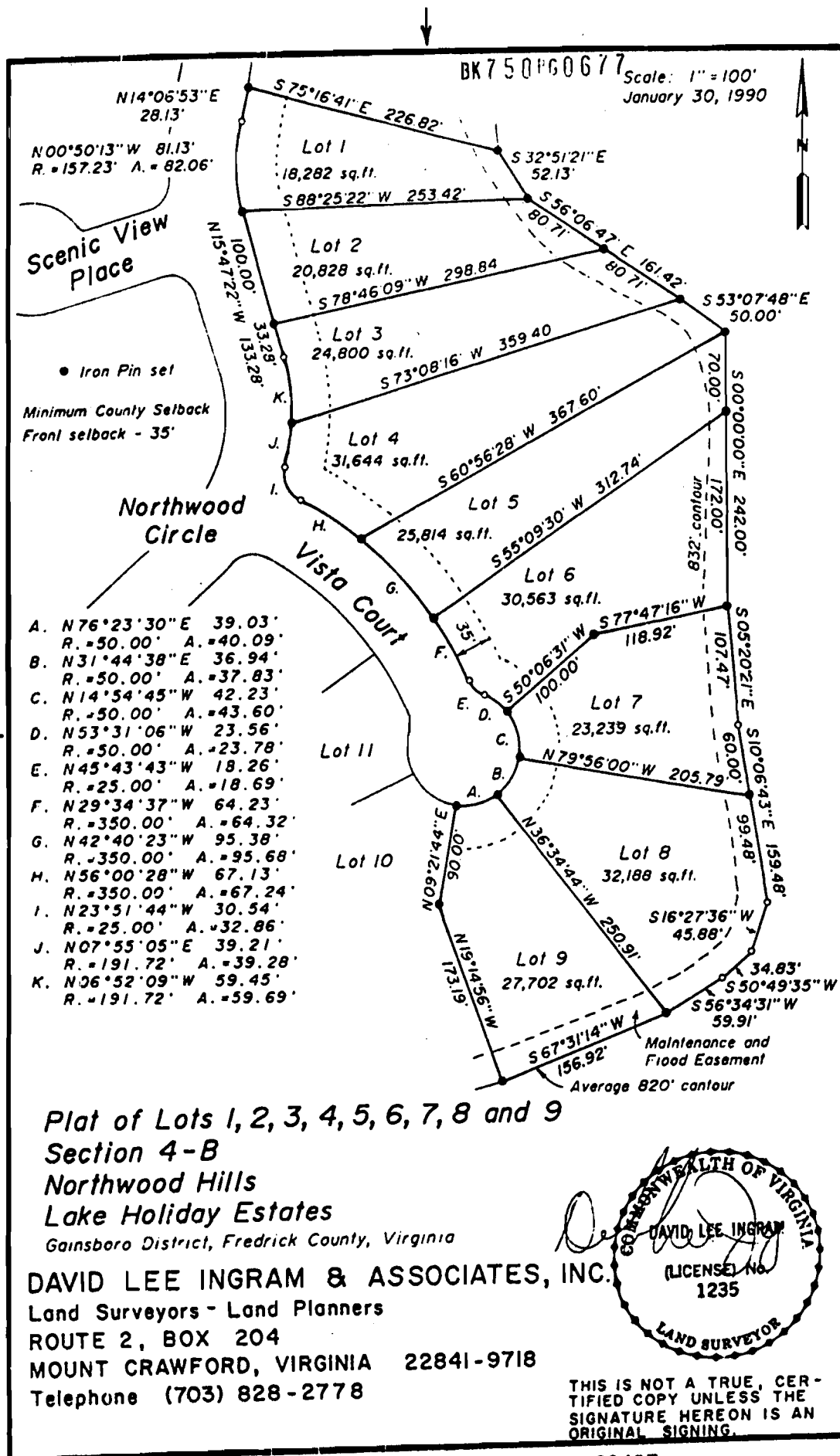


Section 4B  
THE SUMMIT  
GAINSBORO DISTRICT  
FREDERICK COUNTY, VIRGINIA

TITLE SHEET

SHEET 1 OF 3 SHEETS





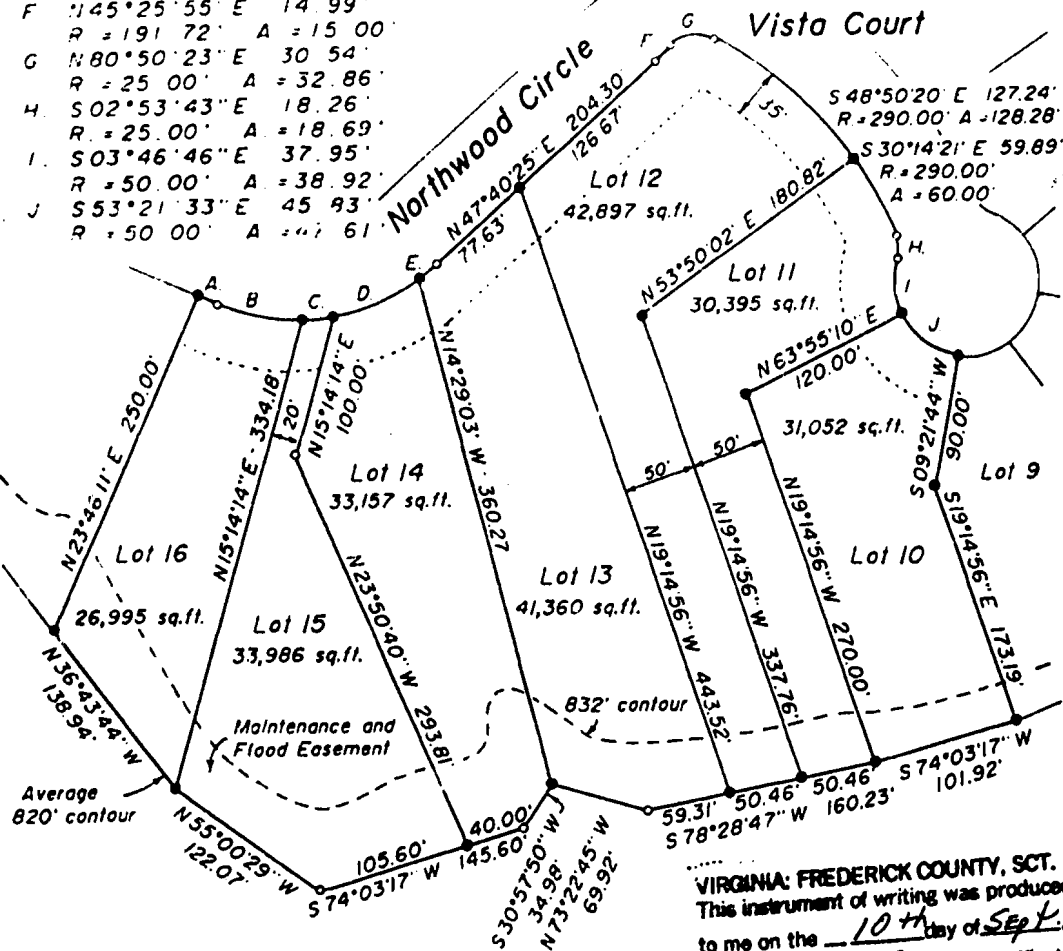


A	S 66° 13' 45" E	15.00'
B	S 78° 18' 59" E	57.62'
	R = 137.59'	A = 58.05'
C	N 85° 09' 33" E	21.29'
	R = 137.59'	A = 21.32'
D	N 67° 19' 15" E	63.78'
	R = 137.59'	A = 64.36'
E	N 50° 47' 49" E	14.99'
	R = 137.59'	A = 15.00'
F	N 45° 25' 55" E	14.99'
	R = 191.72'	A = 15.00'
G	N 80° 50' 23" E	30.54'
	R = 25.00'	A = 32.86'
H	S 02° 53' 43" E	18.26'
	R = 25.00'	A = 18.69'
I	S 03° 46' 46" E	37.95'
	R = 50.00'	A = 38.92'
J	S 53° 21' 33" E	45.93'
	R = 50.00'	A = 47.61'

• Iron Pin set

Minimum County Setback  
Front setback - 35'

Scale: 1" = 100'  
January 30, 1990



VIRGINIA: FREDERICK COUNTY, SCT.  
This instrument of writing was produced  
to me on the 10th day of Sept.  
1990 at 3:00 P.M. and with certificate  
of acknowledgment thereto annexed was  
admitted to record.

Plat of Lots 10, 11, 12, 13, 14, 15 and 16  
Section 4-B  
Northwood Hills  
Lake Holiday Estates

Gainsboro District, Fredrick County, Virginia

*George B. Whitacre*  
CLERK

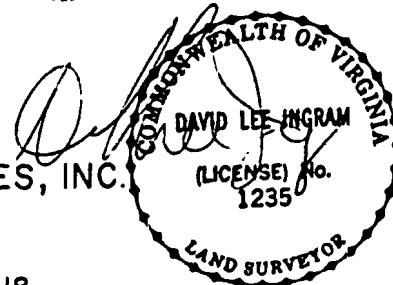
DAVID LEE INGRAM & ASSOCIATES, INC.

Land Surveyors - Land Planners

ROUTE 2, BOX 204

MOUNT CRAWFORD, VIRGINIA 22841-9718

Telephone (703) 828-2778



THIS IS NOT A TRUE, CER-  
TIFIED COPY UNLESS THE  
SIGNATURE HEREON IS AN  
ORIGINAL SIGNING.