

DELIVERED TO: D. W. WhiteDATE 1-4-72

BOOK 385 PAGE 111

THIS PLAT AND DEED OF DEDICATION, made this 8th day of November, 1971, by Lake Holiday Associates, a partnership, by Lake Holiday Estates, Inc., a Virginia corporation, General Partner.

WHEREAS, Lake Holiday Associates, a partnership, is owner of land in Gainesboro Magisterial District, Frederick County, Virginia, more particularly shown and described on those certain twelve (12) sheets attached hereto describing Section 5-A, Nordic Village, Lake Holiday Estates, and those certain ten (10) sheets attached hereto describing Section 6-A, Southwood Hills, Lake Holiday Estates; and

WHEREAS, the said land, or portions thereof, is subject to the liens of the following deeds of trust, to-wit:

1. Deed of trust dated April 1, 1969, recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, in Deed Book 352, at Page 241, to W. E. Edwards, Trustee, to secure the principal sum of \$15,000.00 to John W. Whitacre and Mary D. Whitacre.
2. Deed of trust dated July 1, 1970, recorded in the aforesaid Clerk's Office in Deed Book 365, at Page 468, to J. Frederick Larrick and Joseph W. White, Trustees, to secure the principal sum of \$70,000.00 to John W. Whitacre and Mary D. Whitacre.
3. Deed of trust dated April 30, 1971, recorded in the aforesaid Clerk's Office in Deed Book 375, at Page 666, to Joseph A. Massie, Jr. and George G. Snarr, Jr., Trustees, to secure the principal sum of \$112,500.00 to Commercial and Savings Bank.
4. Deed of trust dated August 28, 1971, recorded in the aforesaid Clerk's Office in Deed Book 380, at Page 683, to Matthew Clary and George P. Blackburn, Jr., Trustees, to secure the principal sum of \$13,300,000.00 to U. S. Guaranty Capital and supplemental deed of trust dated August 30, 1971, recorded in the aforesaid Clerk's Office in Deed Book 383, at Page 69, to Matthew Clary and George P. Blackburn, Jr., Trustees.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

(A) That the platting and subdivision of the land described in the aforesaid attached plats is with the free consent and in accordance with the desire of the undersigned owners, proprietors and Trustees.

(B) Each lot shown in the attached plats covering Section 5-A and Section 6-A of Lake Holiday Estates is 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 in the said subdivision:

1. 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 Estates, or other proprietor or assigns.

2. Except with 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 in this subdivision development known as Lake Holiday Estates.

3. 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.

4. 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 the proprietor or by Lake Holiday Estates Utility Company, a duly incorporated public service corporation or any other similar public service corporation, and the proprietor of said public service corporation constructing the same hereby guarantees that said construction and operation of said sewer and water systems shall be in accordance with the standards of the applicable departments of the Commonwealth of Virginia.

Central Water System: The water availability charge is proposed at the rate of \$4.00 per month per lot. Subject to approval by the State

Corporation Commission, to become effective when the water is available to the lot. A one-time connection charge not to exceed \$500.00 will be payable when the lot owner connects to the water system, or one year after water is available, whichever occurs first.

Central Sewerage System: The sewerage availability charge is proposed at the rate of \$4.00 per month per lot, subject to approval by the State Corporation Commission, to become effective when sewerage is available to the lot. A one-time connection charge of not less than \$800.00 per lot, subject to approval by the State Corporation Commission, will be payable upon erection of a residence building on the lot, or within one year of availability, whichever occurs first. In no event shall such connection charge exceed \$1,200.00 per lot, irrespective of the cost to the developer in connection with the installation of the central sewerage system.

5. No outhouses shall be permitted on any part of the property. All toilet facilities must be within the main dwelling.

6. No structure may be placed nearer than thirty-five feet from any front or ten feet from any side or rear line of any abutting property line.

7. No dwelling shall be built unless it contains a minimum ground floor area of 800 square feet (plus a minimum of 200 square feet on second floor) for a two story building exclusive of porches and patios, garages, and the side nearest the road is at least 20 feet wide, and a minimum of 1000 square feet for single story or split-level dwelling, and no construction, or improvements by lot owners shall be made upon the areas reserved for easements.

8. No more than one dwelling (single family use) may be built on any one lot except on lots designated for multiple units.

9. Garages, porches, and patios, carports or car shelters, if built, shall be attached to, and a part of the main dwelling, unless approved in writing by the Architectural Committee for the use of a separate garage or storage facility.

10. No lot may be subdivided or easements granted, without written approval by Lake Holiday Associates, or other proprietor or assigns.

11. 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.

12. No building shall be used for any other than single family residential purposes (except on lots otherwise designated by Lake Holiday Associates, or other proprietor) and no offensive trade or other offensive activity shall be carried on, on said lots, nor shall anything be done thereon which may constitute or become an annoyance or a nuisance.

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

14. No signs of any nature whatsoever shall be permitted to be placed on the property by the purchaser except one name sign not exceeding 6 inches in height and 36 inches in length.

15. 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 the owner and proprietor of this subdivision or its assigns.

16. No rifles, shotguns or small arms shooting shall be permitted anywhere in Lake Holiday Estates, except in areas reserved and designated for such use by Lake Holiday Associates.

17. 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 Estates.

18. Lake Holiday Associates reserves 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 the Lake Holiday Associates the

sole right to convey the rights hereby reserved.

19. All Membership Applications and Sales Contracts including originals, resales, etc. are subject to the approval of Lake Holiday Associates, or other proprietor or assigns and the right of said proprietor to refuse said contracts and applications is reserved. Membership in Lake Holiday Country Club is mandatory for all persons owning property in Lake Holiday Estates, and no such person shall acquire title until he has been approved for membership in the Lake Holiday Country Club, nor shall the owner of a lot or lots in the Subdivision convey the title to said lot or lots to any person who has not been approved in writing for membership in the Country Club.

20. 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.

21. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

22. 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.

23. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake, or golf course within the Subdivision.

24. No owner of any lot shall build or permit the building thereon 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 Committee.

25. 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.

26. No vehicle shall be parked on any street in the Subdivision. No truck shall be parked for storage overnight or longer, on any lot in the Section or Subdivision in such a manner as to be visible to the occupants of other lots in the Section or Subdivision or the users of any street, lake, or golf course within the Subdivision.

27. 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.

28. 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 Associates, 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.

29. 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.

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

31. Each lot owner is obligated to become a member of Lake Holiday Country Club and to pay when due the annual assessment to be levied upon each lot owner to defray the cost of maintenance of roads and the other amenities maintained by the Country Club.

32. Should any lot owner become delinquent in the payment of dues to Lake Holiday Country Club for the maintenance of roads and common facilities,

he shall be denied the use of all amenities furnished and maintained by the said Country Club until such time as the delinquency has been eliminated; provided, however, that said owner shall, at all times, have the right to access over the private roads in the Subdivision to and from his lot. Such charge shall bear interest from the date of delinquency at the rate of 6% per annum and shall, upon the date of delinquency, constitute a lien on each lot to which the delinquency pertains, the said lien to cover the principal amount of the delinquent charge, interest and reasonable attorney's fees incurred in the collection thereof. Every such lien may be enforced by equitable foreclosure suit filed in the Circuit Court of Frederick County, Virginia, anytime within three (3) years after the date of delinquency. The remedy of foreclosure is non-exclusive and Lake Holiday Country Club reserves all other remedies provided by law for the collection of such delinquencies. Lake Holiday Country Club has the right to publish the names of delinquent lot owners in such manner as it may deem appropriate. The written dated statement of Lake Holiday Country Club that no delinquency exists hereunder as of said date shall be conclusive evidence thereof.

33. Whenever the owner of any lot in the Section or Subdivision shall receive a bona fide offer to purchase said lot, which offer is acceptable to said owner, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot, at the price and on the same terms contained in said bona fide offer or (if said owner shall independently have decided to put said lot on the market) at the price and on the terms acceptable to said owner, first to the owner of the lot on the right of the prospective seller's lot, next to the owner of the lot on the left of the prospective seller's lot, said offers to be in writing and sent to the last known addresses of said owners as indicated on the tax records of Frederick County, and finally to Lake Holiday Estates, its successors or assigns. Said offerings shall be made successively, and each of said offerees shall have ten (10) days from the date of the mailing of the offer within which to accept

or refuse such offer. If all said offerors refuse to purchase said lot at the price and on the terms proposed by said owner, said owners shall be free, subject to the limitations contained herein requiring the purchaser to have been approved for membership in Lake Holiday Country Club to sell said lot to the party who shall have made said bona fide offer or (if said owner shall independently have decided to put said lot on the market) to any third party, in either case at a price and on terms not substantially more favorable to the purchaser than those offered, as aforesaid, to said owner's neighbors and Lake Holiday Estates or its successors or assigns. The "lot on the right", for the purposes of this paragraph shall be the next lot on one's right hand as one faces the rear of one's own lot; provided, however, that Lake Holiday Estates and its successors or assigns shall be exempt from all of the provisions of this paragraph as to initial conveyances, re-acquisitions and re-conveyances of any and all lots. It is further provided that if the owner or owners of any lot being sold or conveyed shall incorporate in the deed of conveyance, or attached to the deed of conveyance, to be recorded therewith, an affidavit under oath that the provisions of this paragraph have been complied with by said owner or owners making the conveyance, and that none of the parties having a right of first refusal have exercised their right to purchase the property, such affidavit shall create a conclusive presumption that the paragraph has been complied with and any purchaser or purchasers, or their successors in title, may rely upon said affidavit, and shall be fully protected in relying upon said affidavit, as to compliance with this paragraph, and the title to any lot so conveyed shall be valid in perpetuity and immune from the objection or attack by any person or party whatsoever as to compliance with this paragraph of these Restrictions and Covenants.

34. The Architectural Committee shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, copings, etc.

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. Each property owner erecting a dwelling on his lot shall have six (6) months from the beginning of construction to complete the exterior construction including grading, seeding, landscaping, etc.

37. The Architecture 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.

38. This owner and proprietor of Lake Holiday Estates, and its assigns as owner and proprietor, reserve the right to add to, subtract from and change these restrictions in the other subdividing of its remaining lands or other acquired lands.

(C) The signature of each Trustee is solely for the purpose of consenting to the subdivision and shall not be construed to otherwise affect the lien of each respective deed of trust in any way whatever.

WITNESS the following signatures and seals:

LAKE HOLIDAY ASSOCIATES, A Partnership

By: LAKE HOLIDAY ESTATES, INC.,
General Partner

By *Harold M. Mear*
President

Witnessing Seal:



D. Parker
Secretary

W. E. Edwards, Trustee (SEAL)
W. E. Edwards, Trustee under Deed of
Trust recorded in Deed Book 352, at
Page 241

J. Frederick Larrick, Sole Acting Trustee (SEAL)
J. Frederick Larrick, Sole Acting
Trustee under Deed of Trust recorded
in Deed Book 365, at Page 468

George G. Snarr, Jr., Sole Acting Trustee (SEAL)
George G. Snarr, Jr., Sole Acting
Trustee under Deed of Trust recorded
in Deed Book 375, at Page 666

Matthew Clary, Sole Acting Trustee (SEAL)
Matthew Clary, Sole Acting Trustee
under Deed of Trust recorded in Deed
Book 380, at Page 683, and Supplemental
Deed of Trust recorded in Deed Book 383,
at Page 69

11-17-71 We agree to this deed
11-17-71 John W. Whitmore
Mary D. Whitmore

STATE OF VIRGINIA,

COUNTY OF FREDERICK, To-wit:

I, Virginia Ritten, a Notary Public of and for the
State and County aforesaid, do certify that L. Harold Moss, whose name as
President of Lake Holiday Estates, Inc., General Partner of Lake Holiday
Associates, is signed to the foregoing writing, bearing date on the 8th day
of November, 1971, personally appeared before me this day in my said County,
and in the name and on behalf of the said Corporation, acknowledged the said
writing as the act and deed of the said Corporation, and made oath that he
is President of the said Corporation and that the seal affixed to said
writing is the true corporate seal of the said Corporation and that it has
been affixed thereto by due authority.

Given under my hand this 8th day of November, 1971.

My commission expires March 6, 1973.

Virginia Ritten
Notary Public

STATE OF VIRGINIA,

COUNTY OF FREDERICK, To-wit:

I, Virginia Ritten, a Notary Public of and for the State and County aforesaid, do certify that W. E. Edwards, Trustee, whose name is signed to the foregoing instrument, bearing date on the 8th day of November, 1971, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 8th day of November, 1971.

My commission expires March 6, 1972.

Virginia Ritten
Notary Public

STATE OF VIRGINIA,

COUNTY OF FREDERICK, To-wit:

I, Anita M. Hartwell, a Notary Public of and for the State and County aforesaid, do certify that J. Frederick Larrick, Sole Acting Trustee, whose name is signed to the foregoing instrument, bearing date on the 8th day of November, 1971, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 17th day of ^{December} ~~November~~, 1971.

My commission expires March 26, 1972.

Anita M. Hartwell
Notary Public
(Commissioned Anita M. Hartwell)

STATE OF VIRGINIA,

COUNTY OF FREDERICK, To-wit:

I, James K. Johnson, a Notary Public of and for the State and County aforesaid, do certify that George G. Snarr, Jr., Sole

Acting Trustee, whose name is signed to the foregoing instrument, bearing date on the 8th day of November, 1971, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 8th day of ^{December}~~November~~, 1971.

My commission expires September 3, 1974.

Janice K. Johnson
Notary Public

STATE OF Virginia,
County OF Fairfax To-wit:

I, Janet B. Williams, a Notary Public of and for the State and County aforesaid, do certify that Matthew Clary, Sole Acting Trustee, whose name is signed to the foregoing instrument, bearing date on the 8th day of November, 1971, has acknowledged the same before me in my State and County aforesaid.

Given under my hand this 6th day of ^{December}~~November~~, 1971.

My commission expires February 13, 1975.

Janet B. Williams
Notary

