

DEED OF DEDICATION

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KNOW ALL MEN BY THESE PRESENTS: That the subdivision of land shown on the plat of Lloyd E. Marsden, C.L.S., dated March, 1973, and re- corded in Deed Book 200, Pages 721 through 728, in the Clerk's Office of the Circuit Court of Warren County, Virginia, said subdivision known as Loch Linden, being located in Shenandoah District, Warren County, Virginia, is, with the free consent and in accordance with the desire of the undersigned owner thereof, KHG, Inc., a Virginia corporation, and the developer thereof, Loch Linden Joint Venture, a limited partner- ship, by lot number only, with no sections designated, that all streets, roads, and ways shown on said plat, which are hereby declared to be for the private use of property owners, their guests, heirs, and assigns, are hereby dedicated to the joint and common use of all lots in said subdivision, and that all lots within said subdivision shall be subject to the following easements, reservations and restrictive covenants, to wit:

1. These restrictions are intended to run with the land to protect and maintain the beauty of the development, to protect against substandard construction and to preserve and maintain it in an appealing and attract- ive condition for the general benefit of all the owners. Accordingly these covenants, restrictions and reservations shall be included in all conveyances, transfers and leases of the real property described on the said plat to any subsequent purchaser who shall be bound by these resric- tions whether or not the said shall have been fully set forth in the deeds or instruments of transfer.

2. The lots designated in the subdivision shall be used for residential purposes only and no profession, business, trade, enter- prise or commercial activity of any kind or any nature shall be con- ducted or carried on upon any said lot or within any dwelling herein- after erected thereon, without the express written approval of the developer or the Loch Linden Property Owner's Association, Inc., hereinafter referred to as the Property Owner's Association.

The rights of a property owner to use in common with others the Streets, roadways, trails, walks, lake, connections, and other services and common facilities within the development area shall be dependent upon the payment annually of such charges or assessments to the Property Owner's Association as may be required to prorate the expenses of providing and maintaining the aforesaid services and facilities proportionately among the designated lot owners and such use shall be pursuant to regulations of the Property Owner's Association. Such charge shall become a lien on the respective lots and shall so remain and continue until paid in full, subordinated nevertheless to any mortgage executed in good faith for value which shall have been theretofore recorded.

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No more than one single family residence dwelling shall be erected or maintained upon any lot described in the development plan, and all such dwellings shall be of year-round, permanent type construction, subject however, to the further right of an owner.to have eracted and maintained thercon a private garage and garden toolhouse, woodshed or storage facility, which adjacent buildings shall conform in general appearance to that of the residential structure on the lot and shall be appropriate in design, size and construction for use in conjunction with a single family residence.

5. No structure, whether residence, accessory building or other improvement shall be constructed or maintained upon any building lot and no alterations to the exterior of the structure shall be made unless there shall have been first cubmitted to and written approval obtained from the developer or the Property Owner's Association of the complete final plans, specifications and design thereof showing the exterior, height, elevation, building material, color scheme, and further setting forth the location of said structure on a plat of said lct. All such structures shall be set back from at least one hundred feet from the edge of all roads and at least sixty feet from all side lot lines unless prior written consent to locate such structures elsewhere is obtained from the developer or the Property Owner's Association.

6. A lot designated on the original development plan shall not be further subdivided except by the Developer prior to a sale thereof, or except with the prior approval of the Developer or the Property Owner's Association and the Warren County Planning Commission or its success.

7. No structure of a temporary character, trailer, house-trailer, tent or other outbuildings shall be used or permitted on any lot or in any area at any time as a residence, either temporary or permanent, without

the express written approval of the developer or the Property Owner's Association.

8. Following the written approval of the plans by the Property Owner's Association for the proposed construction of a residential dwelling on any given lot which plans must comply with any building code adopted by Warren County, Virginia, and any applicable local building code, the respective owner, upon the initiation of construction, shall cause the same to be completed in a sound and workmanlike manner strictly in accordance with said plans and specifications within a period of fifteen months from the date of the commencement of construction. All debris and other temporary articles located on the lot for purposes of construction shall be thereupon promptly cleared and removed.

9. In addition to those easements shown on the plat herein referred to, which are expressly reserved, easements for the installation

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and maintenance of utilities, drainage facilities, sewerage, and bridle trails as may from time to time be required for the maximum use and advantage of the owners of lots in said subdivision along all lot lines and the edge of all roads and within ten feet thereof are hereby reserved to the developers, its successors and assigns, including and reserving to the said developers the right to entry upon any lot to construct and maintain the utility services, improvements, ways, trails, pipes, poles, wires, etc., whether under or above ground so long as such construction and maintenance does not hinder or prevent the construction of any permitted building on a designated lot.

10. No sign shall be erected on any lot other than one designating the identity of the owner thereon, and in no case shall a sign exceed in size two square feet and the design of such sign shall be subject to the prior approval of the Property Owner's Association or the developer.

11. No noxious or offensive activity shall be suffered or permitted upon any lot or in any area of the development. No unsightly objects shall be displayed on any lot, nor shall anything be done thereon which may be or later become an annoyance or nuisance or danger to the health of any other lot owner or which may otherwise detract from the general character and quiet enjoyment and preservation of the residential quality of the neighborhood. No internal combustion engines and no power boats shall be used on any lake in this or any future portion of the subdivision. A non-power boat, canoe, or raft, or any one or more of them will be provided by the Property Owner's Association for the use of owners on Loch Linden.

12. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in this development in an orderly manner to prevent and eliminate an accumulation of any garbage, rubbish, debris and other like material on the premises.

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13. No cutting of any evergreen trees whose trunk diameter shall be in excess of four inches nor deciduous trees whose trunk diameter shall be in excess of six inches shall be permitted without the prior written approval of the Property Owner's Association or the developer, except for the area of approved building sites.

14. Until such time as eighty percent of the total development, including these lots and lots to be divided in the future, is sold, the developer shall exercise the role of the Property Owner's Association. At that time, the developer shall choose from the property owners a basic working body of not less than six members who should elect their

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officers and perform all attendant duties. At that time, the developer will deed the lake and amenities to said association, free and clear of any liens or encumbrances.

15. The developer, Loch Linden Joint Venture, and its successors, subject to the prior approval of the Warren County Board of Supervisors, reserve the right to revise, alter and amend any one or more of the above provisions as to any unsold lot or any undeveloped land within said subdivision, and to add lots to the subdivision subject to these restrictions.

16. No hunting shall be allowed upon any lot or common area, and no firearms shall be discharged in the subdivision except as authorized by the Property Owner's Association.

17. The Property Owner's Association will be responsible for the upkeep and maintenance of all lakes and other common areas to be acquired from the Developer. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by said Corporation shall be a member of the Corporation, provided that such membership shall not extend to those holding such interest only as security for an obligation, and provided further that the Developer shall not be required to be a member of said Corporation nor shall it be subject to such assessments..

18. The developer guarantees that each lot purchased will be suitable for the installation of a septic sewage disposal system, and, in the event that any lot proves to be unsuitable for such installation, the developer undertakes either to provide an equivalent lot which is . suitable for such installation or to refund any sums deposited or paid by the purchaser of the unsuitable lot.

19. Purchasers of lots will be required to agree to pay an annual fee of One Hundred Twenty-Dottars (\$120.00) to provide funds for the maintenance of the lake and roads in the subdivision. This amount may be adjusted up or down by the Property Owner's Association based upon a national average to be selected by such Association. During the interim period in which the developer serves as the Property Owner's Association under the provisions of paragraph number 15, above, a report is to be made annually by the developer to the lot owners of receipts to and expenditures from the fund for the maintenance of the lake and roads. When the Property Owner's Association has been established, and is functioning, it will determine the frequency of reports to be made to such owners.

Each Purchaser of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance,

shall be deemed to covenant and agree to pay to the Property Owner's Association: (1) annual assessments or charges; (2) special assessments, as hereinafter provided, for capital improvements, such assessments to be fixed, established, and collected from time to time as herein provided. The Annual and special assessments, together with such interest thereon and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

In addition to the annual fee specified above, the Property Owner's Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members of the Property Owner's Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) per cent per annum, and the Property Owner's Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

The following property subject to this Deed of Dedication shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all common properties; (c) all properties exempted from taxation by the laws of the Commonwealth of Virginia, upon the terms and to the extent of such exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

20. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Property Owner's Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

21. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

22. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Property Owner's Association or 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.

23. Invalidity of any easement, covenant, restriction agreement, or charge herein contained shall in no way affect the validity of any other provision, which shall remain in full force and effect. Failure to proceed to enforce any provision hereof shall in no way constitute a waiver of any rights with respect thereto nor constitute precedent for any subsequent circumstances.

KHE, INC.

By

151 Simon Kriger

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Simon Kriger, President
(Corporate Seal)

ATTEST:

151 Howard S. Haurion

Harold S. Harrison

Vice President and Secretary

LOCH LINDEN JOINT VENTURE

by KHG, INC., General Partner

by

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Date:

April 27, 1973

Simon Kriger, President
(Corporate Seal)