

No. 489Ex. 4-28-71Mid. 4-28-71

Del. \_\_\_\_\_

Will & Will1/2 South Court StreetLuray, Va.SEE Amended DeclarationDEED BOOK 188PAGE 240AMENDED DECLARATION AND CHANGE OF NAMEOF TWIN LAKES TOAPPLE MOUNTAIN LAKE

WHEREAS, Price-Radin Associates, Inc. filed in the Clerk's Office of Warren County, Virginia, a Declaration and Plat of Twin Lakes, constituting the real estate therein set forth, which said Declaration and Plat was recorded in the Clerk's Office of Warren County, Virginia, in Deed Book #179, at Page 58, which said Declaration and Plat, by reference, are made a part hereof; and

WHEREAS, it is the desire and intention of the said Price-Radin Associates, Inc. to amend said Declaration by changing the name from Twin Lakes to Apple Mountain Lake, and by adding the following restrictive covenants which shall run with the land:

1. No residence smaller than 500 square feet (including porch decking) shall be permitted on any lot or tract in Apple Mountain Lake. Plans for all dwellings and out-buildings must be approved in writing by an Architectural Committee, to be comprised of three persons appointed by the Corporation (See paragraph 6 below).
2. Not more than one residence shall be constructed on any lot or tract without permission in writing from the Architectural Committee.
3. Tracts and roads in Apple Mountain Lake are for the private use of property owners, their guests, heirs and assigns, and no advertising, signs or billboards of any kind, except directional and informational signs of the Corporation, may be erected, placed or maintained on any lot, tract or rights of way, nor upon any building erected thereon, except pursuant to specific written approval of the Architectural Committee.
4. Each property owner shall pay to the Corporation an annual assessment of not more than twenty-five dollars (\$25.00) per lot which sum shall be used by the Corporation for road and common facilities maintenance. The amount of said assessment shall not be increased by more than one dollar (\$1.00) per year.

5. Each property owner shall pay to the Corporation an additional annual assessment of ten dollars (\$10.00) per lot which sum shall be deposited in a Federally insured savings institution and accumulated until the total funds on deposit are sufficient to defray the costs of installation of two tennis courts and a swimming pool on the parcels designated for such purposes by the Corporation.

6. At the time funds become sufficient as aforesaid in Paragraph 5, but no later than December 31, 1980, property owners at Apple Mountain Lake shall organize the Apple Mountain Owners' Association which shall thereafter receive the assessment payments provided for in Paragraphs 4 and 5 and which shall thereafter be responsible for maintenance of roads and common facilities and for construction and maintenance of the aforesaid swimming pool and tennis courts. The Association shall establish its own rules of procedure provided that all actions by the Association involving expenditures of more than \$100 (except expenditures for simple road maintenance) shall be approved in writing by the Corporation or by owners of two-thirds of the tracts then sold. Unless specifically provided, rights and duties of the Corporation shall not inure to the Owners' Association.

7. No lot or tract may be subdivided without consent in writing from the Corporation.

8. No building shall be constructed closer than twenty (20) feet from the right of way line of any roadway.

9. All drainage fields, septic tanks, cesspools, well or cisterns must be approved by the Virginia State Health Department.

10. Except as herein specifically otherwise provided, the Corporation reserves exclusively unto itself, its heirs and assigns, the right to erect and maintain electric and telephone poles or facilities and sewer, gas or water lines along existing roadways and rights of way or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land fifteen (15) feet wide at any point along the side, rear or front easement lines of any lots or tracts upon said property.

11. The SHENANDOAH NATIONAL PARK, being a Federal recreation area and wildlife preserve, is for the use and enjoyment of property owners. However, such is specifically regulated by the Code of Federal Regulations, Title 36, Chapter 1, which is hereby incorporated by reference as an additional deed covenant.

12. All facilities marked on Apple Mountain Lake plats with uninterrupted diagonal lines, including but not limited to the 6.07727 Acre lake and recreational area for swimming and fishing, the 5.56848 ski area designed to provide 1300 feet of skiing with a verticle fall of 240 feet, the 3.22397 Acre (Lots L-33, L-34 and L-35) recreation area for restroom facilities (to be built by the Corporation), tennis courts, swimming pool and auto parking, become the property of the several purchasers who, upon execution of the contract, become equitable owners of equal, undivided interests therein, provided, however, that the Corporation shall retain the right and obligation to maintain the facilities thereon until such time as responsibility for maintenance is assumed by Owners' Association.

13. No part of any lot may be sold or used as a road or right of way to any property outside of the subdivision. This restriction shall not apply to any lot as yet unsold by the Corporation, nor to any road constructed by the Corporation.

14. All roads and facilities are private and are for the use and enjoyment of the property owners and their guests only. All property owners hereby agree to refrain from asking or petitioning any public authority to maintain the roads or to accept said roads for maintenance.

15. Each purchaser agrees to maintain his property either in its natural state, or if improved or developed, in such improved or developed state, and to prevent unsightly or otherwise offensive conditions.

16. Since the million-acre George Washington National Forest is only minutes from Apple Mountain Lake, no rifle, shotgun or small arms shooting shall be permitted upon Apple Mountain Lake.

17. In order to protect the health and welfare of the property owners and to assure the development of a practical, efficient and economical system for

the supplying of ample quantities of potable water to each lot, the subdivision of Apple Mountain Lake has been divided into geographic divisions, known as Water Blocks, each containing from 2 to 13 lots. For each said Water Block, R. M. Bartenstein and Associates, professional engineers, have determined and designated the sole location at which a well may be drilled to supply water to the lots located within said Water Block, subject to approval by the Warren County Health Department in cooperation with the Virginia State Health Department, and no other wells within said Water Block shall be permitted. The location of water supply lines from each said well to each lot within a Water Block has also been determined and designated by said engineers.

18. Any lot owner may initiate the drilling of a well within the Water Block wherein his lot is located, by notifying in writing the Architectural Committee of Apple Mountain Lake of his intention so to do. The cost of drilling, casing, capping and performing all such other things as may be necessary, including the installation of a pump and appurtenant electrical facilities, shall be initially borne by the lot owner originating action. Each other lot owner within the same Water Block shall have the right to connect to said well by paying to the Architectural Committee a sum equal to his pro-rata share of the cost of installation of said well and appurtenant facilities, which said sum shall then be reimbursed by the Architectural Committee in equal shares to the lot owners within the Water Block who therefore connected to said well. The cost of operation, maintenance and repair of said well and appurtenant facilities shall be borne equally by connected lot owners. Each lot owner shall be solely responsible for the installation, operation, maintenance and repair of the water line leading from the well to his lot, except that the cost of water lines used in common by two or more lot owners shall be borne cooperatively in the manner provided for financing the cost of well installation.

19. Each lot owner connecting to the central well in his Water Block shall install in his residence a hot water heater with a capacity of no less than 15 gallons and a pressure tank with a capacity of no less than 15 gallons in

order that each cooperative consumer shall have assurance of an adequate supply of water under pressure.

20. The locations of septic system drain fields or other sewage devices shall be determined and designated by the Warren County Health Department in cooperation with the Virginia State Health Department.

21. If any lot purchaser, or his heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in Apple Mountain Lake to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation.

22. House trailers shall not be permitted on the following lots:

- |                          |                            |
|--------------------------|----------------------------|
| Section A: 1-7, 18       | Section M: All lots        |
| Section B: 1-5           | Section N: All lots        |
| Section G: 1-3, 6, 15-17 | Section P: All lots        |
| Section H: 1-8, 35, 36   | Section Q: 31-40           |
| Section J: All lots      | Section R: 10-18, 31-43    |
| Section K: 1-3, 17-19    | Section T: 1-11, 14-35, 38 |
| Section L: 1-12, 36-39   | Section V: 18-31           |

Camping is permitted on above lots until December 31, 1979.

23. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

24. Nothing herein is to be construed to prevent the Corporation, in the event that provisions must be made to protect the further health and/or welfare and enjoyment of the property owners, from modifying or supplementing the above covenants, if such change, modification or supplementation is deemed appropriate.

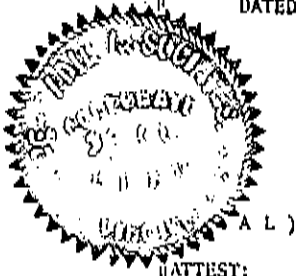
The Amended Declaration and Change of Name of the foregoing described real estate is made with the free consent and in accord with the desires of Price-Radin Associates, Inc., and Douglas C. Will and Robert E. Hayes, Trustees.

IN WITNESS WHEREOF, this Amended Declaration and Change of Name is signed in the name of Price-Radin Associates, Inc., by Martin I. Price, its President and the corporate seal is hereto affixed and attested by Arthur K. Radin, its

LAW OFFICES  
WILL & WILL  
LURAY, VIRGINIA

Secretary, and witness the following signatures and seals of Douglas C. Will and Robert E. Hayes, Trustees.

DATED THIS 25th day of March, 1971.



PRICE-RADIN ASSOCIATES, INC

BY: Martin I. Price  
President

ATTEST:

Arthur K. Radin  
Secretary

Douglas C. Will (SEAL)  
Douglas C. Will, Trustee  
Robert E. Hayes (SEAL)  
Robert E. Hayes, Trustee

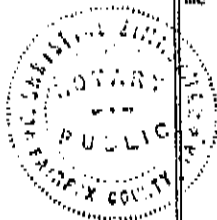
COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAIRFAX, TO-WIT:

I, C. Christine Zimmerman a Notary Public of and for the County aforesaid, State of Virginia, do hereby certify that Martin I. Price as President and Arthur K. Radin, Secretary, as affixer and attester of the corporate seal of Price-Radin Associates, Inc., whose names are signed to the foregoing writing, bearing date on the 25th day of March, 1971, have acknowledged the same before me in my County aforesaid.

Given under my hand this 30 day of March, 1971.

My commission expires September 23, 1974.

C. Christine Zimmerman  
Notary Public



COMMONWEALTH OF VIRGINIA,  
COUNTY OF PAGE, TO-WIT:

I, Virginia Hunter, a Notary Public of and for the County aforesaid, State of Virginia, do hereby certify that Douglas C. Will, Trustee, whose name is signed to the foregoing writing, bearing date on the 25th day of

LAW OFFICE  
WILL & WILL  
LUFKIN, VIRGINIA

March, 1971, has acknowledged the same before me in my County aforesaid.

Given under my hand this 21<sup>st</sup> day of March, 1971.

My commission expires Dec 30 1973.

Myrtle J. Foster  
Notary Public

COMMONWEALTH OF VIRGINIA,  
COUNTY OF WARREN, TO-WIT:

I, Janie Lee Williams, a Notary Public of and for the County aforesaid, State of Virginia, do hereby certify that Robert E. Hayes, Trustee, whose names is signed to the foregoing writing, bearing date on the 25th day of March, 1971, has acknowledged the same before me in my County aforesaid.

Given under my hand this 26<sup>th</sup> day of MARCH, 1971.

My commission expires June 8, 1974.

Janie Lee Williams  
Notary Public

VIRGINIA: In the office of the Clerk of the Circuit Court of Warren County,

April 13, 1971 at 3:07 P.M. The foregoing instrument was this day presented in said office and with certificate annexed, admitted to record.

Teste: Edward M. Matthews Clerk

March 26, 1971

Price-Radin Associates, Inc.  
1651 Old Meadow Road  
McLean, Virginia 22101

No. 490  
Ex. 4-28-71  
Mtd. 4-28-71  
Del. \_\_\_\_\_

*Walter W. [unclear]*  
*16 South Court Street*  
*Lynch, Va.*

Gentlemen:

This is to confirm that we will honor any contract entered into by you for the sale of lots within your subdivision known as Apple Mountain Lake, formerly Twin Lakes, which we conveyed to you on or about November 19, 1970, in the event of default in that certain negotiable promissory note dated November 19, 1970, in the amount of \$101,226.00, which is secured by a deed of trust on said real estate, provided that the sales price of the lot or lots shall not be less than double the amount necessary for having the trustee grant a release and providing that less than 25% of that price has been paid, said contracts to be assigned to us and shall not apply to the indebtedness owed on said note. We will give any purchaser under contract upon request, and upon the contract being exhibited to us, a letter of assurance to this effect.

3/24/71  
(date)

*Clifton G. Stoneburner*  
Clifton G. Stoneburner

3/24/71  
(date)

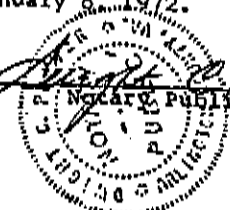
*Lillian H. Stoneburner*  
Lillian H. Stoneburner

STATE OF VIRGINIA  
ARLINGTON  
COUNTY OF ~~ARLINGTON~~, to-wit:

I, Dwight C. Pulver, a Notary Public in and for the County and State aforesaid, do certify that Clifton G. Stoneburner and Lillian H. Stoneburner, whose names are signed to the foregoing writing, bearing date on the 26 day of March, 1971, have acknowledged the same before me in my County and State aforesaid.

Given under my hand this 29 day of March 1971.

My Commission expires ~~February 28, 1972~~  
January 8, 1972.

*Dwight C. Pulver*  
Notary Public  


VIRGINIA: In the office of the Clerk of the Circuit Court of Warren County,  
April 13 1971