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Amendment to the Declaration of Covenants, Conditions and Restrictions of the Hampton Chase Sections I and II

THIS AMENDMENT TO DECLARATION, made the 15th day of June, 1998 by HAMPTON CHASE HOMEOWNER'S ASSOCIATION, herein referred to as "Declaration,"

32A 1.38
16A 1.85
1A 1.73

WHEREAS, by Deed of Dedication Section 1, dated April 20, 1995, of record in the Circuit Clerk's Office of Frederick County, Virginia in Deed Book 841, at Page 111; and Deed of Dedication Section II, dated June 10, 1993, of record in the Circuit Court Clerk's Office of Frederick County, Virginia, in Deed Book 798, at page 934, and Deed of Gift, dated October 9, 1996 of record in the Circuit Court Clerk's Office of Frederick County, Virginia in Deed Book 858, at Page 20; DAVE HOLLIDAY CONSTRUCTION, INC., a Virginia Corporation dedicated, granted, gave, and conveyed the following described tracts of land, to-wit:

SECTION I

All those certain tracts or parcels of land located in the Stonewall Magisterial District, Frederick County, Virginia aggregating 3.7883 acres designated as "Open Space" and acreage to be known as Lots 30 and 31 and Lots 53-65 inclusive, Hampton Chase, Section I, Phase I; and 1.4818 acres designated as "Open Space" and acreage to be known as Lots 32-52 inclusive, Hampton Chase, Section I, Phase II, as shown by plat dated November 11, 1993, prepared by Gilbert W. Clifford & Associates, Inc. attached to and made a part of said Deed of Dedication of Record in the aforesaid Clerk's Office in Deed Book 841 at Page 111; and

SECTION II

All those certain tracts or parcels of land located in the Stonewall Magisterial District, Frederick County, Virginia, aggregating 1.8481 acres designated as "Open Space" and acreage to be known as Lots 16-29 inclusive, Hampton Chase Section II, Phase I; and 1.7288 acres designated as "Open Space" and acreage to be known as Lots 1-15 inclusive, Hampton Chase Section II, Phase II, as shown by plat dated November 11, 1993 prepared by Gilbert W. Clifford & Associates, Inc. attached to and made a part of said Deed of Dedication of Record in the aforesaid Clerk's Office in Deed Book 798 at page 934; and

WHEREAS, said Deeds of Dedication and Deed of Gift subjected said subdivision to the Declaration of Covenants, Conditions, and Restrictions attached thereto as Article VI RESTRICTIONS AND COVENANTS, Section I (Phase I and II) of record in the aforesaid Clerk's Office in Deed Book 841 at Page 1116, and Section II (Phase I and II) of record in the aforesaid Clerk's Office in Deed Book 798 at Page 938; and,

WHEREAS, amendment of said Declaration of Covenants, Conditions, and Restrictions is permitted by Article VII, Section 6 thereof, in whole or in part, provided that any such amendment during the first ten (10) year period shall have the assent of not less than seventy-five percent (75%) of the lot owners, at a meeting duly called for this purpose, written notice of which must be sent to all lot owners not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. Any amendment having to be properly executed and acknowledged by the Association and recorded among the land records of Frederick County, Virginia; and,

WHEREAS, at a meeting held on the 2nd day of June, 1998, after all Lot Owners were given timely notice of said meeting and the purpose thereof, over seventy-five percent (75%) of all Lot Owners voted in person or by proxy to amend the RESTRICTIONS AND COVENANTS of Hampton Chase, Sections I and II.

NOW, THEREFORE, in consideration of the premises, the RESTRICTIONS AND COVENANTS of Hampton Chase, Sections I and II, of record in the aforesaid Clerk's Office in Deed Book 841 at Page 1116, and Deed Book 798 at Page 938, respectively, are hereby amended, by inclusion or substitution of the following, as applicable;

ARTICLE VI: RESTRICTIONS AND COVENANTS

BK 907PG0566

Section 10. No fence, hedge or other visual barrier shall be erected or planted in the front yard of any lot shown on the attached plats, and no tree, hedge, or shrub planting shall be maintained anywhere on any lot in such a manner as to obstruct sight lines for vehicular traffic. Fencing of back yards may include the entire side yard. At no time shall fencing be permitted to extend into the front yard. If any of the side yard is fenced, either a two foot maintenance easement must be maintained, or both a front and rear gate must be installed. At no time shall fencing enclose any parts of the open space easements, as set forth below. Any fence or wall built on any lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. All fences/hedges or other visual barriers shall be restricted to a height limit of six (6) feet.

TEXT IN BOLD PRINT REPRESENTS THE CHANGES TO THE SECTION OF ARTICLE VI.

Except as modified by this Amendment, all of the terms and provisions of the said Declaration of Covenants, Conditions, and Restrictions, of record in the aforesaid Clerk's Office in Deed Book 841 at Page 1116 and Deed Book 798 at Page 938 are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the President has caused this amendment to be executed by it's Agent M. Theresa Seitz this 15th day of June, 1998.

HAMPTON CHASE HOMEOWNER'S ASSOCIATION

By: M. Theresa Seitz
M. Theresa Seitz, Agent

STATE OF VIRGINIA
COUNTY OF FREDERICK, to-wit:

The foregoing instrument was acknowledged before me this 15th day of June, 1998 by M. Theresa Seitz, Agent for the Hampton Chase Homeowner's Association.

Notary Public: L. Gregory

My Commission Expires 3/31/01



VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on the 15 day of June, 1998, at VAHA, MVA and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of the Code of Virginia, and 58.1-801 have been paid, if assessable.

Rebecca P. Hagan, Clerk

**DEED OF DEDICATION
AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HAMPTON CHASE
Section II (Phases I and II)
BK798PG0934**

THIS DEED OF DEDICATION, made and dated this 10th day of June, 1993, by and between DAVE HOLLIDAY CONSTRUCTION, INC., a Virginia corporation, party of the first part, and FREDERICK COUNTY, VIRGINIA, party of the second part.

WHEREAS, the party of the first part is the owner in fee simple of the real estate shown on the attached Final Plats drawn revised May 28, 1992 and February 17, 1993, known as Hampton Chase, Section II, Phases I and II, which is a portion of the real estate conveyed to the owner by deed dated December 15, 1990 from Hampton Construction, Inc., which is of record in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in Deed Book 754 at page 797; and by deed dated January 29, 1992 from The Salvation Army, which is of record in said clerk's office in Deed Book 773 at page 1316; and,

WHEREAS, the real estate shown on the attached plats has been subdivided into lots, which plats show the metes and bounds of the subdivided land together with the dimensions of each lot, and those certain easements reserved for drainage, public access, pedestrian access, utilities, maintenance, water, and sanitary sewer facilities for the lots, and certain surrounding lands to be used as open space, all of which shall constitute a portion of that development known as Hampton Chase, Section II, Phases I and II and which common areas shall be owned and/or maintained by the Hampton Chase Homeowners Association upon the terms and conditions herein set forth.

NOW, THEREFORE, THIS DEED OF DEDICATION, WITNESSETH:

That for and in consideration of the premises and the benefits which will accrue by reason of this dedication, the party of the first part does hereby subdivide, grant and dedicate in fee simple that certain tract or parcel of land designated as Hampton Chase, Section II, Phases I and II, situate in Stonewall Magisterial District, Frederick County, Virginia, more particularly described by the plats of P. Duane Brown, C.L.S., dated June 3, 1991 and June 4, 1991, as revised, attached hereto and made a part of this instrument.

The party of the first part does further dedicate all of the streets in Section II, Phases I and II to Frederick County, Virginia, for public use, which streets are more particularly described by the final plats of the subdivision.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Hampton Chase Homeowner's Association, a nonstick Virginia corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to the real property described in the Hampton Chase Final Development Master Plan and such additions thereto as may hereafter be brought within the jurisdiction of the corporation.

Section 3. "Lot" shall mean and refer to any of the lots designated upon the plat of Hampton Chase, with the exception of the open space(s).

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more person or entities; of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Dave Holiday Construction, Inc., its successors and assigns.

ARTICLE II MEMBERSHIP

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 assessments by the association, including contract sellers, shall be a member of the association. (The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.)

ARTICLE III VOTING RIGHTS

Each member of the association shall have one vote for each lot owned in which the member shall hold the interest required for membership in Article II. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

BOARD OF DIRECTORS

The affairs of the association shall be managed by a board of not less than three, but no more than nine directors, who must be members of the association. The initial board of directors shall be appointed by the party of the first part herein, and serve until the first annual meeting following conveyance of the first lot in the properties; thereafter, the board of directors shall be elected by the membership as determined in the bylaws of the association.

ARTICLE IV PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the open space(s), specifically included but not limited to the rights of ingress and egress across the aforesaid open space(s) and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) The rights of the association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the open space(s) and in aid thereof to mortgage the property. The rights of such mortgagee in the properties shall be subordinate to the rights of the homeowners hereunder.
- (b) The rights of the association to suspend the voting rights and the right to use the open space(s) by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed thirty days for any infraction of its published rules and regulations.
- (c) The rights of the association to dedicate or transfer all or part of the open space(s) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to case two-thirds of the votes has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than twenty-five days nor more than fifty days in advance.

Section 2. Delegation of Use: Any member may delegate, in accordance with the bylaws, his right of enjoyment to the open space(s) to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Open Space(s): The Declarant hereby covenants for its heirs and assigns, that it will convey fee simple title to the open space(s) to the association, prior to the conveyance of the first lot.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

Section 1. Assessments: The Declarant, for each improved lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health safety and welfare of the residents in the properties and, in particular, for the improvement and maintenance of the properties, payment of real estate taxes, repairs, snow removal, and service and facilities devoted to this purpose and related to the use of and enjoyment of the open space(s).

Section 3. Basis and Maximum of Annual Assessments: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$40.00 per year per lot;

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment per lot may be increased above that set forth hereinabove by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds of the votes of members 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 not less than thirty days nor more than sixty days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an

incident to a merger or consolidation in which the association is authorized to participate under its articles or incorporation

- * (b) After consideration of current maintenance costs and future needs of the association, the board of directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the association may levy in an 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 open space(s), 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 members 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 not less than thirty days nor more than sixty days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authority Under Section 3 and 4: At the first meeting called, as proved in Section 3 and 4, the presence at the meeting of members or of proxies entitled to cast 67% of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 and 4 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the prior meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date: The annual assessments shall begin as to all lots on the first day of the month following the conveyance of the open space(s). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the association, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the board for the issuance of these certificates.

Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum, and the association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space(s) or abandonment of his lot.

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Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfers shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the open space(s); (b) all properties dedicated to and accepted by a local public authority, and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments.

Section 11. Failure to Maintain Open Space(s): In the event that the association, or its successors, shall fail to maintain the open space(s) in reasonable order and condition, the County of Frederick may take such action as authorized by the Frederick County Zoning Ordinance. The Frederick County Zoning Ordinance is by this reference made a part hereof as if set out in full.

ARTICLE VI RESTRICTIONS AND COVENANTS

All of the lots shown on the plats attached hereto shall be subject to the following restrictions and covenants which are covenants 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.

1. The lots shall be used exclusively for residential purposes. No business or occupation of any kind other than a "home Occupation" shall be carried on or permitted upon these lots. A "home occupation" is defined to be an occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, and no one is employed other than members of the family residing on the premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling, garage and other approved structures for use solely by the occupants. Except for those related to real estate sales and construction, purposes only shall be displayed or published which offers or implies commercial or professional services, or which may constitute any other kind of business solicitation in or from any residence or residential property. No buildings, structures, or signs of any type may be placed or erected on any portion of the open space easements as shown on the attached plats. Notwithstanding the foregoing, Dave Holliday Construction, Inc. or its successors in interest may, for a period not to exceed two years from the date of this instrument, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the property and on or in any building or structure now or hereafter erected thereon while owned by Dave Holliday Construction Inc. or its successors in interest.
2. No clothing, laundry, or wash shall be aired or dried at any time on the open space easements, as set forth below, nor on any portion of the lots in any area other than in the rear yard of the lots.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Owners shall at all times maintain their property and all appurtenance thereto in good repair and in a state of neat appearance. All lawn areas shall be kept mowed and shall not be permitted to grow beyond a reasonable height.
4. No sign of any kind that is illuminated and/or larger than two square feet shall be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent, and except as provided elsewhere herein.
5. No animals shall be kept or maintained on any lot except common household pets such as dogs and cats, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding lots nor the neighborhood and are in strict compliance with applicable Frederick County ordinances.

Call Animal
Control

6. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any lot.
7. The exteriors of all structures, including walls, doors, windows and roofs, shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six months after the commencements of construction. In the event of fire, windstorm or other damage, the exterior of no structure shall be permitted to remain in a damaged condition for longer than three months.
8. No lot shall at any time be subdivided, conveyed, leased, nor sold except as a whole, unless such subdivision, conveyance, lease or sale involves multiple lots so that each of the portions into which the lots are divided for the purpose of subdivision, conveyance, lease or sale results in the lots being created for the purpose of such subdivision, conveyance, lease or sale, as well as each of the lots remaining after such subdivision, conveyance, lease or sale, being of a size larger than the lots as shown on the plats which is recorded with this instrument. Dave Holliday Construction, Inc., however, for itself and its successors in interest, reserves the right to resubdivide any of the lots shown on the attached plats and to alter, amend and change any lot lines or subdivision plan so long as it owns any of the lots; except that no provision for open space easements may be amended without the approval of Frederick County.
9. <Note: there is no entry for number nine on the original copy>
10. No fence, hedge or other visual barrier shall be erected or planted in the front yard of any lot shown on the attached plats, and no tree, hedge, or shrub planting shall be maintained anywhere on any lot in such a manner as to obstruct sight lines for vehicular traffic. Fencing of back yards may include side yards to a limit of one-half the depth of each dwelling only, but may not enclose any parts of the open space easements, as set forth below. Any fence or wall built on any lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.
11. No junk vehicles, recreational vehicles, house trailers, or commercial industrial vehicles, such as (but not limited to) moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers, or camping equipment shall be regularly or habitually parked on any public streets within Hampton Chase Section I

and II, or otherwise parked within the boundaries of the subdivision. No vehicle may be parked for a period greater than sixty days on any lot or on any platted street as shown on the attached plats unless such vehicle bears a currently valid Virginia vehicle inspection windshield sticker. No vehicles or other equipment mentioned above may be parked or placed on the open space easements, as set forth below, at any time. Notwithstanding the foregoing, Dave Holliday Construction, Inc. or its successors in interest may, for a period not to exceed two years from the date of this instrument, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the property and on or in any building or structure now or hereafter erected thereon while owned by Dave Holliday Construction, Inc. or its successors in interest.

12. No exterior antennas or satellite dishes shall be erected or placed on any lot or attached to any dwelling.
13. The provisions of paragraphs 4, 7, and 10 shall not apply to the construction or development of improvements on any lot by Dave Holliday Construction, Inc. or its successors in interest, commencing within two years from the date of submission of the lot to these restrictive covenants.
14. Any lease or rental agreement must be for a period of at least thirty days and must be subject to the rules and regulations set forth in these restrictive covenants.
15. All lots are required to observe building restriction lines, industrial setbacks, and buffers, as indicated on the plats and/or the legends of the plats attached hereto, in addition to those applicable requirements of applicable Frederick County ordinances.
16. Dave Holliday Construction, Inc. reserves the right for itself and its successors in interest to waive any one or all of the restrictive covenants, conditions, reservations, and restrictions as to the sale or transfer of any future lot or lots except that it cannot change the development from residential to commercial. This waiver shall not affect the binding effect of the covenants, restrictions, and conditions upon any other lots. Dave Holliday Construction, Inc. does further reserve the right for itself and its successors in interest to impose additional restrictive covenants, conditions, reservation, and restrictions as to the sale and transfer of any future lot or lots and such imposition shall not affect the binding effect of these provisions upon any other lots.

17. Any owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, and conditions now or hereafter imposed by the provisions of this deed. Failure by any owner to enforce any right, restriction, provision, condition, or covenant granted by this deed and declaration shall not constitute a waiver of the right of such homeowner to enforce such right, restriction, provision, condition, or covenant in the future.

18. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE VII OTHER MATTERS

1. The property dedicated hereby is subject to those certain easements or rights of way designated "Sanitary Sewer Easement" and "Water Easement" (or some abbreviation of those designations) on the aforesaid attached plats. Dave Holliday Construction, Inc. does hereby grant and convey unto the Frederick County Sanitation Authority a perpetual right of way or easement over the aforesaid rights of way for the installation and maintenance of water and sewer lines and any related facility designated on the aforesaid plats as said easements.
2. The property dedicated hereby is subject to those certain easements designated "10' maintenance easement" on the aforesaid attached plats, which are for the benefit of those lots adjacent to the easements and which are to be used for maintenance of improvements on said adjoining lots.
3. The property dedicated hereby is subject to those certain easements designated "10' pedestrian access easement" and to 10' slope and drainage easement along all rights-of-way all as shown on the aforesaid attached plats.
4. The property dedicated hereby is subject to those certain easements or rights of way designated "Drainage Easement" on the aforesaid attached plats, for the purpose of surface water drainage easement. No structures of any kind which substantially impede or obstruct the flow or ponding of surface drainage water may be placed within the surface water drainage easements designated on the aforesaid attached plats. Said surface water drainage easements may not be altered or modified without the prior consent of the County of Frederick, and Dave Holliday Construction, Inc. does hereby grant and convey unto the County of Frederick a perpetual right of way or easement over the aforesaid designated surface drainage easements for the

purpose of so providing surface drainage. Dave Holliday Construction, Inc. does further agree that the County of Frederick shall be under no obligation to maintain the surface drainage easements.

No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other property shown on the plats.