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THIS DEED OF DEDICATION, made and dated this 5th day of August, 1988, by and between SHIHO, INC., a Virginia Corporation, t/a LAKESIDE DEVELOPMENT, party of the first part, hereinafter called the DECLARANT, whether one or more, and COUNTY OF FREDERICK, VIRGINIA, party of the second part.

WHEREAS, the DECLARANT is the owner in fee simple of the real estate shown on the attached plat drawn by P. Duane Brown, C.L.S., dated March 30, 1988, known as Lakeview Townhouses, Section V, and is a part of the development known as Lakeside Estates, described on the final master development plan of Lakeside Estates, as filed in the Office of the Frederick County Department of Planning and Development. This is a portion of the same real estate conveyed to the DECLARANT by deed dated August 5, 1988, from Lakeside Development Company, a Virginia Corporation, said deed of record in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, in Deed Book 689 at Page 516; and,

WHEREAS, said real estate, as shown on the aforesaid attached plat, has been subdivided into lots, and the attached plat shows accurately the metes and bounds of the subdivided land, together with the dimensions of each lot thereof (and also shows those certain Easements reserved for installation and maintenance of water and sewer facilities for said lots), and further shows a certain public street designated Hackberry Drive, which shall constitute a portion of that development known as Lakeside Estates and further additions/lot owners shall become members of the Lakeside Homeowners Association upon the same terms and conditions herein; and,

WHEREAS, the DECLARANT now desires to subdivide the same into lots to be known as Lakeview Townhouses, Section V. The subdivision of said real estate, as it now appears on the aforesaid attached plat, is with the free consent and in accordance with the desires of the undersigned DECLARANT and the parties hereto further desire to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication.

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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 DECLARANT does hereby subdivide, grant and dedicate in fee simple all of that certain tract or parcel of land designated Lakeview Townhouses, Section V, lying and being situate in Shawnee Magisterial District, Frederick County, Virginia, and being more particularly described by the aforesaid plat of P. Duane Brown, C.L.S., dated March 30, 1988, attached hereto and made a part hereof and by this reference incorporated herein as if set out in full, and which plat is drawn in conformity with the final master development plan for Lakeside Estates on file in the Office of the Frederick County Department of Planning and Development. This is a portion of the same real estate conveyed to the DECLARANT by deed dated August 5, 1988, from Lakeside Development Company, a Virginia Corporation, said deed of record in the aforesaid Clerk's Office as aforesaid.

All of the lots shown on the plat attached hereto shall be subject to the following restrictions and covenants and Articles 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.

A R T I C L E I

DEFINITIONS

Section 1. "Association" shall mean and refer to Lakeside Homeowners Association, a non stock Virginia Corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described in the Lakeside Estates Master Plan as aforesaid as Open Space(s) 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 Lakeside Estates, 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 persons or entities, of a fee simple title to any Lot which is a party 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 Shiho, Inc., t/a Lakeside Development, its successors and assigns.

A R T I C L E I I

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. One membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

A R T I C L E I I I

VOTING RIGHTS

Each Member of the Association shall have one vote for each lot owned in which said 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 (3), but no more than nine (9) directors, who must be members of the Association. The

initial Board of Directors shall be appointed by the Association 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.

A R T I C L E I V

PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment: Every Member shall have a right and easement of enjoyment in and to the Open Space(s), specifically including 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 By-laws, to borrow money for the purpose of improving the aforesaid Open Space(s) and in aid thereof to mortgage said property and the rights of such mortgagee in said 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 the use of 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 (30) 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 cast two-thirds (2/3) 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 (25) days nor more than fifty (50) 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.

A R T I C L E V

COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

Section 1. Assessments: The DECLARANT, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 (2/3) 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 (30) days nor more than sixty (60) 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 of 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 Improve-

ments: In addition to the annual assessments authorized above, the 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 Open Space(s), including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) 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 (30) days nor more than sixty (60) 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 Sections 3 and 4: At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty-seven percent (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 Sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: DUE DATE: The annual assessments provided for herein shall commence 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 (30) 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 (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (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, and 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.

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.

A R T I C L E V I

Section 1. In addition to membership in the Lakeside Homeowners' Association, the nonstock Virginia Corporation, its successors and assigns, (Association), every person or entity who is a record Owner of a fee or undivided fee interest in any Townhouse Lot in Lakeview Townhouses, Section V, Lots 63 through 93, inclusive, (Townhouses), shall also be a member of the Lakeview Townhouse Group (Group), a nonstock Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. One membership per Townhouse Lot. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Lot which is subject to assessment by the Group. Ownership of such Townhouse Lot shall be the sole qualification for membership.

Section 2. Each Member of the Group shall have one vote for each Townhouse Lot owned in which said Member shall hold the interest required for membership in Section 1. When more than one person holds such interest in any Townhouse Lot, all such persons shall be Members. The vote for such Townhouse Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Townhouse Lot.

Section 3. The affairs of the Group shall be managed by a committee of not less than three but no more than nine persons, who shall be Members of the Group (Committee). The initial Committee shall be appointed by the Group and serve until the first annual meeting following conveyance of the first Townhouse Lot in said Subdivision; thereafter, the Committee shall be elected by the Membership of the Group in the same manner as provided under the Bylaws of the Association. The Committee shall select a chairperson and a treasurer at the annual meeting from among their numbers.

Section 4. The DECLARANT, for each Townhouse Lot owned within the Properties, hereby covenants and each Owner of any Townhouse Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other con-

veyance, is deemed to covenant and agree to pay to the Committee (1) an annual assessment 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 assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, 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 5. The assessments levied by the Committee shall be exclusively for the purpose of maintaining the townhouse exteriors, storm sewers, sidewalks, guttering, and parking areas, which are contiguous to the Townhouse Lots, including, without limitation, the payment of any real estate taxes assessed against the parking area, as well as snow removal and maintenance of the parking area.

Section 6. Until January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual assessment shall be \$40.00 per year per Townhouse Lot payable to the Committee; it is expressly acknowledged that the fee herein shall be in addition to and not in lieu of the annual fee assessed by the Association as provided in Article V hereinbefore; (a) from and after January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual assessment per Townhouse Lot may be increased above that set forth herein by a vote of the Members of the Group (Members) for the next succeeding year and at the end of each year, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the vote of Members who are voting in person or by proxy, or at a meeting duly called for this purpose, written notice of which shall be sent to all

Members not less than thirty (30) days nor more than sixty (60) 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 Group is authorized to participate; (b) after consideration of current maintenance costs and future needs of the Group, the Committee may affix the annual assessments at an amount not in excess of the maximum.

Section 7. In addition to the annual assessments authorized above, the Group 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 parking area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) 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 of the Group not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 8. Both annual and special assessments must be fixed at a uniform rate for all Townhouse Lots and may be collected on a monthly basis.

Section 9. At the first meeting called, as provided in Section 3 above, the presence at the meeting of Members or of proxies entitled to cast sixty-seven percent (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 6 above and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. The annual assessments provided for herein shall commence as to all Townhouse Lots on the first day of the month following the conveyance of the parking area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Committee shall fix the amount of the annual assessment against each Townhouse Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Townhouse Lot Owner subject thereto. The due dates shall be established by the Committee. The Group shall, upon demand at any time, furnish a certificate in writing signed by a member of the Committee, setting forth whether the assessments on a specified Townhouse Lot have been paid. A reasonable charge may be made by the Committee for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Group may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and 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 parking areas, sidewalks, guttering, storm sewers, or abandonment of his Townhouse Lot.

Section 12. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any Townhouse Lot. Sale or transfer of any Townhouse Lot shall not affect the assessment lien. However, the sale or transfer of any Townhouse 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 Townhouse Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 13. In the event that the Group, or its successors, shall fail to maintain the exterior, storm sewers, sidewalks, guttering, and the parking area, then it shall become the obligation of the Association which shall take such steps as shall be necessary to maintain the exterior, storm sewers, sidewalks, guttering, and parking area. In the event the Association fails to maintain the said exterior, storm sewers, sidewalks, guttering, and parking area, then 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.

RESTRICTIVE COVENANTS APPLICABLE
TO ALL TOWNHOUSE LOTS

All Townhouse Lots shall be subject to the following restrictive covenants, which shall be covenants real running with the land:

1. All Lots shall be used for single family residential purposes only. No detached garage nor carport shall be permitted on any Lot.
2. No profession or home occupation shall be conducted in or on any part of a Lot; provided, however, that DECLARANT reserves the right to use one or more of said Lots for business purposes in connection with the development, sales and operation of said townhouse subdivision.
3. No signs or advertising of any nature shall be erected or maintained on any Lot except for sale or rental signs for said Lot not to exceed five (5) square feet in area, or signs used by a builder to advertise the property during construction and sale.

4. No exterior antennas, satellite dishes or similar devise shall be permitted on any Lot.
5. No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton (or less) vans) shall be permitted on any Lot except during the course of construction. No motor vehicle or material portion thereof which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot. Ownership of each Lot shall entitle the Owner thereof to the use of not more than two (2) vehicular parking spaces which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress upon said Parking Area. No vehicles shall be parked in an area other than the Parking Area designated on the attached plat.
6. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers; and further provided that no household pets shall be permitted to run at large in said Subdivision.
7. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. In the event that a dwelling is destroyed, the Owner of the dwelling within thirty (30) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition. No structure other than a townhouse of at least the same dimensions and architecture as the unit destroyed shall be constructed in the place of the original unit.

10. Each Owner shall keep all Lots owned by him and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery (in the event that such duties are not undertaken and performed by the Group, as set forth hereinabove), and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Townhouse Lot in Lakeview Townhouses, Section V shall fail to maintain the premises and the improvements situated thereon as provided herein, the Group, after notice to the Owner as provided in the Bylaws and approval by two-thirds vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the building erected thereon. All cost related to such correction, repair, or restoration shall become a special assessment upon such Lot.
11. The general rules of law regarding party walls and liability for property damages due to negligence or willful acts or omissions shall apply. The cost of reasonable repair and maintenance of a party wall shall be shared by the two adjoining landowners, except to the extent the wall is not of use to one of the Owners. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or for willful acts or omissions.

Notwithstanding any other provision of this Article, an Owner by his negligence or willful act causes a party wall to be

exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Article shall be appurtenance to the land and shall pass to such Owner's successor in title.

12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear. No refuse or any container for same shall be placed or stored in front of any townhouse, except on the date of garbage pickup.
13. No trees shall be planted nor other digging undertaken without first securing the approval of the local power company and without first being advised as to the location of all underground electrical and telephone wires.
14. No exterior clothes line, or hanging device, shall be permitted on any Lot.
15. No building, structure, addition nor exterior alteration (including basketball backboards, rims and nets) or improvements of any character shall be constructed upon any Lot or dwelling located thereon, unless the plan of construction, including quality of workmanship, design, colors and materials, shall have been approved in writing by the Lakeview Townhouses, Section V Townhouse Committee, if the lot affected is a townhouse, as being in harmony with the whole Subdivision, especially the adjoining townhouse unit.
16. If in the construction of any dwelling by DECLARANT there occurs an encroachment, then such encroachment shall be deemed a perpetual easement for the benefit of the dominant Lot.
17. No Lot upon which a townhouse has been constructed shall be further subdivided

or separated into smaller lots by any Owner and no portion less than all of such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.

18. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods unless the Owners of a majority of Lots in Lakeview Townhouses, Section V Subdivision shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.
19. The DECLARANT herein reserves and shall have the right alone to waive any one or more of the restrictive covenants and conditions contained herein as to any Lot transferred by it except that it cannot change the use of any Lot from residential to commercial. This waiver shall not affect the binding effect of the covenants and conditions upon any other Lot. The DECLARANT further reserves the right alone to impose additional restrictive covenants and restrictions as to any Lot or Lots owned by it at the time of the imposition and such imposition shall not affect the binding effect of these provisions upon any other Lots.
20. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Lot Owners or the DECLARANT herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

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A R T I C L E V I I

EASEMENTS

Section 1. Sewer and Water Easements: The property dedicated hereby is subject to that certain easement or right of way designated Sanitary Sewer Easement/Utility Easement on the aforesaid attached plat. The DECLARANT 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 plat as Sanitary Sewer Easement.

Section 2. Surface Drainage Easement: The property dedicated hereby is subject to those certain easements or rights of way designated Slope and Drainage Easement on the aforesaid attached plat, 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 said surface water drainage easements designated on the aforesaid attached plat. Said surface water drainage easements may not be altered or modified without the prior consent of the County of Frederick, and the DECLARANT 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. DECLARANT does further agree that the County of Frederick shall be under no obligation to maintain said surface drainage easements, provided, however, that in the event the Association fails to maintain said surface drainage easements, then, and in that event, the County of Frederick shall have the right to maintain the same and charge the Association pursuant to the provisions of ARTICLE V, Section 11, hereinabove.

Section 3. Reservations: The DECLARANT reserves unto itself, its successors or assigns, the right to erect, maintain, operate and replace underground and above ground telephone and electric light conduits, related equipment, and other facility, sewer, gas, water, and television lines and

related equipment, and other utility equipment where such utility lines and equipment are now located and along the strip 10 ft. along the front and rear of each Lot and along those areas designated "Public Access and Utility Easement" on the attached plat and over the Open Space(s), as needed, provided that such easement shall not interfere with the use and enjoyment of the Open Space(s).

A R T I C L E V I I I

GENERAL PROVISIONS

Section 1. Enforcement: The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now, or hereafter, imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by 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.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

DK689P6540

Section 4. Dissolution: Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created or for general welfare of the residents of Lakeside Estates. In the event that such dedication is refused acceptance, such assets shall be deemed vested in the Members of the Association as tenants in common.

The Dedication and Subdivision of the land as shown on the attached plat is with the free consent and in accordance with the desire of the undersigned DECLARANT of the land being subdivided, and is in conformity with the provisions of "The Virginia Land Subdivision Act" as are applicable, together with the applicable ordinances and regulations of the governing body of the County of Frederick, Virginia.

WITNESS the following signatures and seals:

SHIHO, INC., t/a LAKESIDE
DEVELOPMENT

By  (SEAL)
DAVID B. HOLLIDAY, PRESIDENT

COUNTY OF FREDERICK, VIRGINIA

By  (SEAL)

STATE OF VIRGINIA,

County OF Frederick, TO-WIT:

I, Renee S. Carlotta, a Notary Public in and for the State and jurisdiction aforesaid, do hereby certify that DAVID B. HOLLIDAY, President of SHIHO, INC., t/a LAKESIDE DEVELOPMENT, whose name is signed to the foregoing Deed of Dedication, dated August 5, 1988, has personally appeared before me and acknowledged the same in my State and jurisdiction aforesaid.

Given under my hand this 5th day of August, 1988.

My Commission expires March 23rd, 1991.

Renee' S. Arlotta
NOTARY PUBLIC

STATE OF VIRGINIA,

County OF Frederick, TO-WIT:

I, Renee' S. Arlotta, a Notary Public in and for the State and jurisdiction aforesaid, do hereby certify that Stephen M. Gyuris, who is Deputy Planning Director of FREDERICK COUNTY, VIRGINIA, whose name is signed to the foregoing Deed of Dedication, dated August 5, 1988, has personally appeared before me and acknowledged the same in my State and jurisdiction aforesaid.

Given under my hand this 5th day of August, 1988.

My Commission expires March 23rd, 1991.

Renee' S. Arlotta
NOTARY PUBLIC

020003807

**AMENDMENT TO DEED OF DEDICATION FOR
LAKEVIEW TOWNHOUSES, SECTION V**

THIS AMENDMENT TO THE DEED OF DEDICATION is made as of this 6 day of March, 2002, by SHERANDO, LLC, a Virginia limited liability company (hereinafter called "Developer"), and E. W. PERDUE and PEGGY PERDUE, husband and wife.

WITNESSETH:

WHEREAS, Shiho, Inc., a Virginia corporation, trading as Lakeside Development has subdivided certain real property in Frederick County, Virginia known as **Lakeside Estates, Section V** in conformity with the final master development plan for Lakeside Estates on file in the Office of the Frederick County Department of Planning and Development, the plats of which are of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 689, at Page 521 and in Deed Book 841, at Page 220; and

WHEREAS, E. W. Perdue and Peggy Perdue are the owners of Lots 69, 70 and 71, and the Developer is the owner of Lots 63 through 68 and 72 through 90 of the affected Property and they have the right to amend said Deed of Dedication as provided by Article VIII, Paragraph 3 thereof.

NOW THEREFORE, Developer hereby amends the Restrictive Covenants contained in said Deed of Dedication by adding provisions as follows:

1. There shall be no fencing or hedges in the front of any of the townhouse units and all fencing to the rear of the townhouse units shall be attached to the individual unit, and be of one inch by six inch pressure-treated lumber on both sides of a board-on-board fence not higher than six feet; and provided further,

Amendment to Deed of Dedication dated March 6, 2002, are hereby affirmed and ratified.

WITNESS the following signatures and seals:

E. W. Perdue (SEAL)
E. W. PERDUE

Peggy Perdue (SEAL)
PEGGY PERDUE

SHERANDO, LLC

BY: [Signature] (SEAL)

STATE OF VIRGINIA,

^{City}
CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me in my City and State this 11th day of March, 2002, by E. W. PERDUE and PEGGY PERDUE.

My Commission Expires: July 31, 2004

[Signature]
NOTARY PUBLIC

STATE OF VIRGINIA,

^{City}
CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me in my City and State this 11th day of March, 2002, by David M. Hooper, who is a member/manager of Sherando, LLC.

My Commission Expires: July 31, 2004

Care P. McDonald
NOTARY PUBLIC

020004747

0103

**AMENDMENT TO DEED OF DEDICATION FOR
LAKEVIEW TOWNHOUSES, SECTION V**

THIS AMENDMENT TO THE DEED OF DEDICATION is made as of this 20th day of March, 2002, by SHERANDO, LLC, a Virginia limited liability company (hereinafter called "Developer"), and E. W. PERDUE and PEGGY PERDUE, husband and wife.

WITNESSETH:

WHEREAS, Shiho, Inc., a Virginia corporation, trading as Lakeside Development has subdivided certain real property in Frederick County, Virginia known as **Lakeside Estates, Section V** in conformity with the final master development plan for Lakeside Estates on file in the Office of the Frederick County Department of Planning and Development, the plats of which are of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 689, at Page 521 and in Deed Book 841, at Page 220; and

WHEREAS, E. W. Perdue and Peggy Perdue are the owners of Lots 69, 70 and 71, and the Developer is the owner of Lots 63 through 68 and 72 through 90 of the affected Property and they have the right to amend said Deed of Dedication as provided by Article VIII, Paragraph 3 thereof.

NOW THEREFORE, Developer hereby amends the Restrictive Covenants contained in said Deed of Dedication as follows:

1. Article VI, Section 5 of the Deed of Dedication dated August 5, 1998, is hereby amended to delete "maintaining the townhouse exteriors" from the permitted uses of the assessments.
2. Except as amended herein, the Deed of Dedication of August 5, 1998, and the

Amendments to Deed of Dedication dated March 6, 2002, and March 11, 2002, are hereby affirmed and ratified.

WITNESS the following signatures and seals:

E. W. Perdue (SEAL)
E. W. PERDUE

Peggy Perdue (SEAL)
PEGGY PERDUE

SHERANDO, LLC

BY: [Signature] (SEAL)

STATE OF VIRGINIA,

CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me in my City and State this 20th day of March, 2002, by E. W. PERDUE and PEGGY PERDUE.

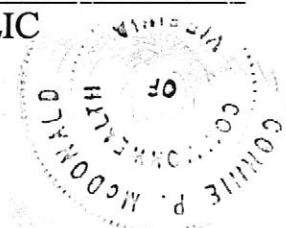
My Commission Expires: July 31, 2004

Cari B. McDaniel
NOTARY PUBLIC

STATE OF VIRGINIA,

CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me in my City and State this 20th day of March, 2002, by David M. Hepler, who is a member/manager of Sherando, LLC.



My Commission Expires: July 31, 2004

Car P. McDonald

NOTARY PUBLIC



VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

March 21, 2002 at 11:16am

and with certificate of acknowledgement thereto annexed
was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable

Rebecca P. Hogan, Clerk