

DEED OF DEDICATION  
OF  
PRESIDENTIAL LAKES, KING GEORGE, VIRGINIA

KNOW ALL MEN BY THESE PRESENTS: That the lots set forth in the subdivision of Section 1, Presidential Lakes, as shown on plat of Elliot & Associates, dated April, 1971, to be recorded with and by reference made a part of this Deed of Dedication, being a subdivision of part of the real estate which was conveyed unto Presidential Lakes Development Co., Inc. by deed of William E. Ryan et ux, dated April 14, 1971, of record in Deed Book 105, page 690 in the Clerk's Office of the Circuit Court of King George County, Virginia, shall be subject to the following covenants and restrictions which are declared to run with the land and be enforceable against the present owners and grantees of the lots contained in said subdivision, their assigns and heirs, both at law and in equity, by Presidential Lakes Development Co., Inc., any lot owner, or Presidential Lakes Property Owners' Association, Inc.:

ARTICLE I

1. The Developer shall have the right at any time, or from time to time, to bring within the scheme of this deed of dedication in future stages of development: any portion of the original tract of approximately 595.53 acres from which the Section 1, Presidential Lakes is taken; and also any portion of

any tract or farm which is contiguous to said tract; and also any tract, any portion of which lies within two miles of any boundary of said tract. Such addition to the Existing Property shall be effected by the Developer filing of record, without having to obtain the approval of the Association, a supplemental deed of dedication which shall extend the scheme of this deed of dedication to this property.

## ARTICLE II

1. There shall be established a corporation to be known as Presidential Lakes Property Owners' Association, Inc., hereinafter referred to as the "Association." The general purpose of the Association is to further and promote the community welfare of the property owners in the subdivision. The Association shall, in addition to those functions previously enumerated, be responsible for the maintenance of the recreational areas, including but not necessarily limited to, lakes, bridle paths, swimming areas and parks, to be acquired by the Association from the Subdivider and to be known as common areas.

2. Every person or entity who is a record owner of a fee, or undivided fee, interest in any lot which is subject by covenants of record to assessment by the Association shall be a

member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member; and further provided that the Developer shall, without regard to the assessment requirement set forth herein, be entitled to one membership for each lot for which it is a record owner of a fee or undivided fee interest.

3. The Association shall have two classes of voting membership, which shall, except for the distinction set forth herein, be equal in all respects.

Class A. Class A members shall be all those owners as defined hereunder with the exception of the Developer; provided however, that the Developer shall be entitled to Class A membership votes for three (3) lots. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any lot all such persons shall be members, and 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 such lot. No lot shall be owned by more than two persons (counting married couples as one person, and excluding from this limitation any mortgagee who acquires ownership pursuant to foreclosure or similar proceedings), except with the approval of the Board of Directors of the Association.

"Owner" as stated herein shall be the record owner, whether one or more persons or entities, of the fee simple title to any lot situated in the subdivision, with the exception of the Developer and with the exception of any trustee under a deed of trust or mortgage holder.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to one vote for each lot owned by it, (excepting the three lots, referred to above, which are owned by the Developer and for which Developer shall be entitled to Class A membership votes); provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events whichever occurs earlier;

(a) when the total votes outstanding in the Class A membership equals two-thirds of the combined Class A and Class B memberships, or

(b) on December 31, 1973.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interests required for membership. Once the reclassification of Class B memberships to Class A memberships has taken place, the Class B membership classification shall be permanently dissolved and shall not be reinstated even if additions are made to the subdivision.

4. Subject to the provisions of paragraph 6, every member

shall a right and easement of enjoyment in and to the Common Properties (including common roadways) and such easement shall be appurtenant to and shall pass with the title to every lot.

5. The Developer may retain the legal title to the common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than December 31, 1973.

6. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other special fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon, the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided, however, that nothing in the subsection shall be construed to deny any member his right of ingress and

gress, without payment of admission or other special fees, to any lot of which he is record owner of a fee or undivided fee interest, over the roadways as shown in the recorded subdivision plats of the subdivision; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above\described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to dedicate or transfer all or any part of, or any interest in, the common propertied to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless and instrument signed by member entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every ember at least ninety (90) days in advance of any action taken.

7. Each owner of any lot (except the Developer), by

acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual 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 thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

8. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of real estate within the subdivision, and for the construction, improvement and maintenance of roads, buildings, structures, common areas, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the dwellings and other structures situated upon the subdivision, including, but not limited to, the payment of taxes, insurance and expenses for utilities thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, and such other

purposes as may be set forth in the Articles of the Association.

9. Until the year beginning January, 1973, the maximum annual assessment shall be twenty dollars (\$20.00) for each lot owned by a Class A member. From and after January 1, 1973, the maximum annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding two years and at the end of each such period of two years for each succeeding period of two years.

10. Subject to the limitation of Paragraph 9 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 9 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notification of which shall be sent by registered or certified mail to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided further that no increase in the maximum and basis of the assessments shall exceed the last preceding maximum and basis by more than one-half of the last preceding maximum and basis; and provided further that the limitations of paragraph 9 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.

At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty per cent (60%) of all votes of each class of membership shall constitute a quorum.

If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at that meeting or any subsequent meeting shall be one-half of the required quorum at the last preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the last preceding meeting.

11. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Paragraph 9 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the

properties now subject to assessment at a time other than the beginning of any assessment period.

12. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by a duly authorized officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

13. If the assessments are not paid on the date when due (being the dates specified in paragraph 11 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment,

however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

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

14. The lien of the assessments provided for herein (whether applicable to lots owned by individual purchasers or by the Developer) shall be subordinate to the lien of any mortgage or mortgages now or hereafter place on the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

15. The following special properties subject to this deed of dedication shall be exempted from the assessments charges and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (b) all Common Properties of the subdivision; (c) all properties exempted from taxation by the laws of the State of Virginia, upon the terms and to the extent of such legal exemption; (d) all property owned by any privately owned public utility.

16. Any specific annual assessment which has been due and payable for more than three (3) years shall be conclusively presumed to have been paid, unless legal action to compel payment, or to foreclosure on the lien created, or to take other steps in lieu of foreclosure, shall have been initiated prior to the end of the said three-year period.

### ARTICLE III

1. No building, dwelling, outbuilding, shed, barn, fireplace, fence wall, private driveway or other structure or construction, temporary or permanent, shall be commenced, erected, placed or maintained upon the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. Such plans and specifications shall be sent by registered mail or certified mail to the office of the Association, as set forth in the Bylaws thereof, or delivered in person to a member of the Board (or of the Architectural Control Committee) and a receipt given therefor. In the event said board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

No substantial trees shall be cut (except fallen or dead trees) without the written approval of the said board or its designated committee; nor shall any trees or hedges which might obstruct a scenic view from another lot be planted except with such approval; provided, however, that in the event the said board or its designated committee shall fail to approve such cutting or planting within thirty (30) days after the submission

to it of the plan therefor, formal approval will not be required.

The Developer shall act as the Architectural Control Committee until January 1, 1973, or sooner if Developer so elects.

#### ARTICLE IV

1. No **structure or** building shall be located on any lot nearer to the front or side street line than **thirty-five (35)** feet. No building shall be located nearer than fifteen (15) feet to an interior lot line, and no buildings shall be located nearer than fifteen (15) feet to the rear lot line. **No structure or building, excluding docks and landings, will be allowed within 35 feet of the normal water line. Piers shall not extend more than 5 feet into the water.**

2. No structure or building of any kind shall be erected on or moved on to any lot in this subdivision, unless it be in general conformity and harmony with the class of existing structures in the subdivision. No trailer or other temporary residence shall be permitted, nor shall any building no designed and constructed as a dwelling be used as either a temporary or as a permanent residence. No such temporary structures, including tents, shall be used even for temporary periods such as weekends or overnight.

3. All lots shall be used for residential purposes except

for lots designated for commercial or community use. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family residence per lot and such outbuildings as are usually accessory to a single family residence. Nothing herein shall be construed, however, to prevent the building of a dwelling on more than one lot or one complete lot and part of another.

4. No dwelling shall be erected with a ground floor area of less than 1,200 feet and no dwelling shall be erected with less than 1,600 feet of area of the dwelling is one and one-half or more stories, all exclusive of porches, breezeways, garages and any unfinished basement or attic space, provided that lakefront lots shall be restricted to homes of 1,400 and 1,800 square feet respectively. Every building, dwelling or other improvement, the construction or placement of which is started on any lot, shall be completed within six months after the beginning of such construction or placement.

5. All owners or lots in said subdivision shall be required to connect into the central water and sewer systems when available. Prior to construction of such central water or sewer systems, all sanitary plumbing shall be connected to a sewer or septic tank approved by local health authorities; water and sewer installations shall conform to then current Health Department regulations. No outdoor toilet shall be erected or maintained on any lot. Fees for connection to such central water and sewer

systems shall be regulated by the system owners and appropriate governmental bodies. Upon the installation of a water main adjacent to each lot in the subdivision and upon water being available in the main to the lot, the owner of each such lot shall pay to the water utility owner a minimum of \$4.50 per month for each lot payable annually in advance. Payment thereof for the first year or part hereof shall be due on the first day of the month immediately following the availability of water service for the pro-rata period beginning with said month and ending on March 31st subsequent thereto, and thereafter due and payable in the amount of \$54.00 annually in advance on the first day of April of each year. The forgoing charge is for availability of water service and is not a contribution in aid of construction.

6. No driveway shall be constructed on any site in such manner as to obstruct or interfere with the normal drainage of the adjacent street or adjacent lot owners, nor shall any lot owner allow dirt or other solid material to wash from his lot.

7. Owners of lots in said subdivision, whether said lots be built on or not, shall keep their lots free of garbage, trash, and unsightly debris and litter. The subdivider and the Association are vested with power to enforce this covenant, which power, however, shall not be exclusive.

8. No commercial vehicle or equipment shall be parked on any lot in this subdivision except for light pickup or panel delivery trucks which may be parked to the rear of the front line

of the dwelling constructed thereon and then only overnight and over weekends when used for the purpose of traveling to and from work. This covenant shall not apply to vehicles and equipment used in construction in this subdivision.

9. No animals or livestock of any description, except the usual household pets, to include no more than two dogs and two cats, shall be kept on any lot. No such animals shall be allowed to become a nuisance to other lot owners.

10. Invalidation of any one or more of these covenants and restrictions by judgement or decree of Court shall in no way affect any of the other provisions herein contained, but they shall remain in full force and effect.

11. Every tank for the storage of fuel installed outside any building on any lot shall be buried below the surface of the ground or otherwise, completely screened, to the satisfaction of the subdivider. All receptacles for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible from any street or lakes within the subdivision at any time except during refuse collections.

12. No noxious or offensive activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

13. No boats propelled by internal combustion engines shall be used on the lakes in the subdivision and all such lakes shall be used only in accordance with regulations to be established by

the Subdivider or Association.

14. There shall be reserved for the placement of utilities an easement ten feet in width along all side lot lines and fifteen feet along all rear lot lines and twenty feet along all front lot lines in the subdivision. Front lines shall include all lines adjacent to a street.

15. These covenants and restrictions shall run with the land and shall exist and be binding upon all lot owners. These covenants and restrictions may be amended at any time by the written consent of owners of two-thirds of the lots as then constituted.

16. No "For Sale" or "For Rent" signs or similar signs shall be placed on any of the properties in the subdivision. Not more than two guidepost signs bearing the name of the owner of the lot or other identifying information may be erected, subject to approval by the Architectural control Committee regarding the design of such signs and their locations. All other signs shall likewise require the approval of the said committee, and the modification of any sign may at any time be required by said committee.

17. No exposed television antennas shall be allowed on any lot more than eighteen months after the availability of service by a community television antenna system.

18. In the event underground electrical and telephone cables are installed in the subdivision, lot owners will pay an

appropriate charge to such utility companies or the developer for such installation. This charge will not be a lien on any lot.