

## DEED OF DEDICATION

This deed, made this 20th day of March, 1972.

Whereas, Lake Acres Investment Company, a general partnership, has heretofore acquired from Ni River Woods Investment Company by deed dated August 17, 1970, and recorded August 7, 1970, in deed book 261 at page 170 of the records of the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, certain real estate containing 181.8402 acres of land and including all the land to be dedicated by this Deed of Dedication; and WHEREAS, Lake Acres Investment Company, a general partnership, is the owner and developer of said property; and WHEREAS, the said property is subject to the lien of that certain deed of trust dated August 4, 1970, and duly recorded in the aforesaid Clerk's Office in Deed Book 261 at page 175, wherein Lake Acres Investment Company, a general partnership, conveyed certain real estate, of which the herein described land is a portion, to W. M. Scaife, Jr. and William J. Kinnamon, Jr. Trustees, to secure payment of a certain note in the original amount of \$200,000.00 made payable to Ni River Woods Investment Company.

1. NOW THEREFORE WITNESS: that Lake Acres Investment Company, a general partnership, the sole owner and developer of said property known as Sections I and II of Lake Acres Subdivision in Chancellor District, Spotsylvania County, Virginia, as shown on plats made by W. L. Meekins, registered land surveyor, dated March 10, 1971 and August 30, 1971, respectively, a copy of each of the two sections being recorded herewith and made a part hereof, does hereby dedicate to the public for the public use, control and enjoyment forever the streets and roads shown



on said plats. The said streets and roads in Section I and II are further dedicated to the public for the use not only of travel but also for the laying of utility lines such as but not necessarily limited to water, sewer, gas and storm sewer pipes and also but not necessarily limited to the use for the laying of underground electric conduits, telephone cables, and cable TV transmission lines.

2. This dedication is made upon the express conditions that each and every part thereof shall be subject to the following conditions, limitations and restrictions, which shall be construed as covenants running with the land and which shall be binding upon all parties and all persons claiming under them until January 1, 1992, at which time the covenants shall be automatically extended to successive periods of ten years, unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Prior to January 1, 1992, any such change may be accomplished by appropriate recorded instrument signed by eighty percent of the owners of the lots of Lake Acres Subdivision. In the event all of the real estate (except for the recreation area) described in the preamble to this instrument has not been subdivided at the time of the recordation of such instrument, no such change shall be valid unless executed by the owner of all of the unsubdivided area.

3. The developers herein covenant to convey to a non-stock, non-profit community corporation to be known as Lake Acres Association Inc. a recreation area, said corporation to hold, develop, maintain and otherwise administer said recreation land for the benefits of the owners of all the lots in all the sections of Lake Acres Subdivision as herein constituted or as added in accordance with paragraph 10 hereof.



At such time that the recreation land is conveyed to the community corporation as provided above, each lot owner having accepted and recorded a deed to any lot in any section of Lake Acres Subdivision as herein constituted or as added in accordance with paragraph 10 hereof, and each lot owner after having accepted and recorded such a deed in the future shall become a member of Lakes Acres Association Inc. and will be subject to the responsibilities of such membership and will be entitled to the enjoyment of such membership as provided herein.

5. Each member of Lake Acres Association Inc. agrees to pay the annual fee determined by the members of said Association at their annual meeting for the use of the facilities of the corporation, whether or not he uses such facilities. Said fee shall be upon a per lot basis, but no owner may have more than two membership votes by reason of owning more than one lot. This annual fee shall not exceed \$50.00 per year per lot unless at least 75% of eligible membership votes are cast in favor of increasing said \$50.00 fee for any specific year. In the event Lake Acres Investment Company sells more than two lots to one builder or investor, the fee will be waived on each such lot in excess of two until such builder or investor has resold to a consumer, or until the building of a dwelling is commenced on any lot for which the fee has been waived. The said corporation will be the owner of said fees which will be for the use and maintenance of the recreation area, taxes on the recreation area if any, and any costs, charges or expenses incurred by the corporation in carrying out its function of providing for the use and maintenance of the recreation area. The use of such recreation area and facilities shall not be assignable



except for guest rules adopted by Lake Acres Association Inc. It is expressly agreed that said fee shall constitute a lien or encumbrance on the individual lots in said subdivision, pro-rata, and by virtue of title to any of the land included in said subdivision, the owner or owners from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the corporation aforesaid all fees provided for herein. This annual fee shall be subject and inferior to any tax lien or deeds of trust hereafter recorded against said property. Said lien shall not be enforceable against any lot subsequent of the transfer of said lot to a bona fide purchaser for value without notice of said lien. The said corporation shall maintain the said recreation area and facilities in its own discretion but in such manner as not to become a nuisance or unsightly. Grantee shall have no rights to dictate or require such maintenance or have any rights herein other than the reasonable use thereof in accordance with the rules and regulations of such community corporation. Grantee and Grantee's heirs and assigns covenant to use said recreation area and facilities only in accordance with the rules and regulations which may from time to time be promulgated with reference thereto, and vests the community corporation as designated by Grantor, its or their successors or assigns, with the power to deprive any persons, including Grantee, members of Grantee's family, Grantee's heirs and assigns, of the use of the recreation land temporarily or permanently, for infraction of such rules and regulations without impairing the aforesaid obligation to pay such charges, or the lien therefor.

6. The community corporation, as of the first of January of each year, shall estimate and fix the anticipated cost of maintenance of said recreation area and installation of recreation



facilities for that year and assess a fee against each subdivision lot as nearly as practicable on a pro-rata basis, and the same shall constitute the annual fee above mentioned. Until the membership in the Association reaches a total of at least 20 members, the three Administrative Partners of Lake Acres Investment Company or their designates shall be the trustees responsible for carrying on all the functions of the Association.

7. Use of certain recreational facilities of Lake Acres Association Inc., such as tennis courts or swimming pool, if the Association decides to build such installations will require additional fees for those members who desire to use the special facilities. These fees will be determined by the Association and will not be levied on all members or become a lien on the lot owners as set forth above.

8. The owner of each lot will be primarily responsible for any damage he causes to any road in Lake Acres Subdivision until such time that the developer no longer has any responsibility for maintenance or repair of such road because of the responsibility for maintenance of such road having been taken over by the State Department of Highways. The aforesaid responsibility includes but is not limited to contractors, workmen, and delivery trucks operating in connection with such owner and his property.

9. Every sale and conveyance now made or at any time hereafter made conveying an interest in any lot of the Lake Acres Subdivision shall be subject to the above conditions and covenants, as though the same were set forth therein fully and completely.

10. Attached hereto and made a part hereof is a Schedule of Restrictive Covenants for Sections I and II of Lake Acres Subdivision, which restrictions shall run with the land and

remain in effect for the periods of time provided above. When future sections of Lake Acres Subdivision are recorded, restrictive covenants pertaining to such future sections will be recorded at that time, which additional sections may be added as the sole act of the developer.



SCHEDULE

RESTRICTIVE COVENANTS FOR SECTIONS I AND II

Lake Acres Subdivision

1. It being the intention of the developers, Lake Acres Investment Company, to assure an attractive and desirable residential subdivision, no building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Building Control Committee as to quality of workmanship and materials, harmony of exterior design, and as to location with respect to topography and final grade elevation. The Building Control Committee will have the specific responsibility of disapproving plans for plain or box-like houses unless aesthetic improvements are made as being in keeping with the planned or existing houses in the subdivision. Shutters will be required on most houses. Membership on the Building Control Committee shall consist of Robert H. Gordon, Rudy B. Meekins and Samuel G. Spangler, the Administrative Partners of Lake Acres Investment Company; a majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. No one will be entitled to compensation for serving on this committee. Should the Building Control Committee fail to approve or disapprove such design and location within 30 days after appropriate plans have been submitted to it or its Agent, or in the absence of submission of plans if no suit to enjoin the erection of such building or the making of such alterations has been commenced within



30 days after such erection or alteration shall have proceeded to the extent of being obvious to any observer from the street in front of the property, such approval will not be required.

2. Dwellings will not be built closer to streets than the building restriction lines shown on the record plats. At such time that the County of Spotsylvania establishes a building code, the building setback distances from side and rear lot lines will be those set forth in the County Building Code; until then, no dwelling will be built nearer than 20 ft. to a side line or 25 ft to a rear line. Also, no more than one residential dwelling will be built on one lot, but nothing herein is intended to prohibit the building of one house overlapping two adjacent lots.

3. No commercial vehicles, trucks or equipment shall be parked on any lot except for a light pickup or panel delivery truck which may be parked to the rear of the front line of the dwelling constructed thereon. This is not intended to apply to vehicles and equipment used in the construction of dwellings upon the lots in this subdivision.

4. Dwellings shall be built to the following minimum dimensions;

- a. Rambler without carport or garage: 48' x 26'
- b. Rambler with built-in garage but with no garage door visible from the front: 26' x 50'
- c. Rambler with garage door facing front: 58' x 26'
- d. Two (or one and one-half) story: 30' x 40'
- e. Two (or one and one-half) story with garage or carport: 30' x 40' + garage or carport
- f. Rambler with carport: 26' x 45' + carport
- g. Split foyer: 26' x 44'
- h. Split-level with no garage or carport: 26' x 48'
- i. Split-level with carport: 26' x 44' + carport

This paragraph shall not apply to any building already located on any of the property to be included in these or future sections of Lake Acres Subdivision on the date of the recordation of this instrument.



5. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. The construction on any building in the subdivision shall be diligently pursued to completion within a reasonable time after such work has begun.

7. No horses, chickens, pigs, hogs, sheep, goats, cows or other domestic or wild animals other than common household pets, nor any commercial kennel shall be kept or maintained on any lot in the subdivision.

8. No building erected for use as a garage upon any lot shall ever be used as a residence; nor shall any trailer or vehicle used for housing of any kind be allowed to park or remain within the boundaries of any of the lots, whether for dwelling purposes or not; a recreational vehicle may be kept on the property to the rear of the front line of the dwelling constructed thereon.

9. Owners of lots in said subdivision, whether said lots be built on or not, shall keep their lots free of junk cars, weeds, undergrowth, garbage, trash and unsightly debris and litter. Lake Acres Investment Company, or its successors, shall be vested with power to enforce this covenant, which power, however, shall not be exclusive:

10. Two or more residential lots may be rearranged if desired in order to take advantage of better percolation or for other reasons provided that to do so would not create more residential building lots than the number of lots originally existing in the Subdivision. Any lots reserved for commercial use may be rearranged by the owners thereof in any manner not in violation of County regulations.



11. The exterior of residence and outbuildings will consist of brick, stone, or weatherboard; no exposed cinderblock, concrete block, or asbestos shingles will be allowed; variances from this restriction may be allowed by the Building Control Committee.

12. No hedges or fences will be permitted to stand which would obstruct the sight distances of vehicular traffic in a hazardous manner.

13. The Building Control Committee will have flexibility in granting variances in plans which variances in the opinion of the Committee would not violate the spirit and intention of these restrictions.

14. Lake Acres Investment Company, or its successors, reserves in perpetuity a five foot easement along the front of each lot for drainage, utilities and sidewalks, and also a five foot easement along the sidelines of each lot for drainage and utilities and a 10 foot easement along the rear line of each lot for drainage and utilities, together with the right to use a reasonable amount of land immediately adjacent to the easements for the purpose of working with men and equipment, and further reserves the right to lay, operate, and maintain water, gas, and sewer mains, as well as the right to construct, operate, and maintain electric and telephone lines and cable TV lines; however, nothing herein shall be construed to impose on Lake Acres Investment Company the duty to operate and maintain any such walks, mains or lines, nor shall anything herein be construed to reserve for any public utility the right to use any such land outside of the reserved five and ten foot easements upon which any building or structure has been lawfully erected.

15. Each lot owner agrees to abide by the by-laws and



rules promulgated by Lake Acres Association Inc. concerning the use of the facilities owned and operated by the corporation. If the parties hereto or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the subdivision, including Lake Acres Association Inc., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violations. In addition, Lake Acres Association Inc. shall have the power to revoke any privileges which may have been extended to him to use any facility or property of the corporation.

16. Invalidation of any one of the covenants by judgment of court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, LAKE ACRES INVESTMENT COMPANY, and the Trustees and Noteholder described herein have signed and sealed this Deed of Dedication, dated this 20th day of March, 1972:

LAKE ACRES INVESTMENT COMPANY

BY Robert H. Gordon (SEAL)  
Administrative Partner

BY R. D. Neal (SEAL)  
Administrative Partner

W. M. Scaife, Jr. (SEAL)  
Trustee

W. J. Kinnamon (SEAL)  
Wm. J. Kinnamon, Jr., Trustee

## NI RIVER WOODS INVESTMENT COMPANY

BY Robert H. Gordon (SEAL)  
PARTNERBY Rudy B. Meekins (SEAL)  
PARTNER

## STATE OF VIRGINIA

CITY/COUNTY OF Fairfax, to-wit:

I, Betty Luc Freeman, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Robert H. Gordon and Rudy B. Meekins, Administrative Partners of Lake Acres Investment Company whose names are signed to the foregoing Deed of Dedication bearing date on the 20th day of March, 1972, have acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 30th day of March, 1972:

Betty Luc Freeman  
Notary Public

My commission expires: 2/9/74

## STATE OF VIRGINIA

CITY OF FREDERICKSBURG, to-wit:

I, Leedley E. Monroe, a Notary Public in and for the City and State aforesaid, do hereby certify that W. M. Scaife, Jr. and Wm. J. Kinnamon, Jr., Trustees, whose names are signed to the foregoing Deed of Dedication bearing date on the 20th day of March, 1972, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 28th day of MARCH,



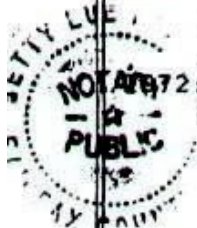
Charley E. Monroe  
Notary Public

My commission expires: March 29, 1972

STATE OF Virginia

CITY / COUNTY OF Fairfax, to-wit:

I, Betty Luc Freeman, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Robert H Gordon and Rudy B. Meekins, Partners of Ni River Woods Investment Company whose names are signed to the foregoing Deed of Dedication bearing date on the 20th day of March, 1972, have acknowledged the same before me in my City/County and State aforesaid.



Given under my hand this 30th day of March,

Betty Luc Freeman  
Notary Public

My commission expires: 2/9/74

SPOTSYLVANIA COUNTY CIRCUIT COURT CLERK'S OFFICE, VIRGINIA, 4 April, 1972. This Deed of Dedication - PLAT was State Tax - this day received in this office together with the cer- County Tax - tificate thereon submitted to record at 2:42 o'clock. Transfer - AM. Recording 17.00 Add. Tax 8.00 Total 25.00  
Teste: [Signature], Clerk.

SEE PLAT BOOK 10, PAGES 13 and 14 for SECTION ONE

SEE PLAT BOOK 10, PAGES 15 and 16 for SECTION TWO