

Commonwealth of Virginia  
County of Bedford

Lakes Edge Subdivision  
Protective Covenants

THIS DECLARATION OF PROTECTIVE COVENANTS,

WITNESSETH:

WHEREAS, David S. Wilson, an unmarried man, the Declarant, is the owner of the real property described below and desires to subject said real property to the protective and restrictive covenants hereinafter set forth for the purpose of insuring the best use, the most appropriate development and the improvement of said property and to protect owners of lots against such improper use of surrounding lots as well as depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against poorly designed and proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with proper setback from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of the lots therein.

NOW, THEREFORE, the Declarant hereby declares that the residential lots (hereinafter referred to as "the lots") shown and designated on that certain plat (identified below) of the subdivision of LAKES EDGE, of record in the Office of the Circuit Clerk of the County of Bedford, Virginia, in

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Shall be held, transferred, sold and conveyed, subject to the covenants, conditions and restrictions set forth below, which shall run with the land and be in full force and effect for a period of 40 years from October 2<sup>nd</sup>, 2001 and shall be automatically extended in their entirety for successive periods of 10 years; provided however, that these Protective Covenants may be amended, altered, released or terminated at any time during the initial 40-year period or succeeding 10-year periods thereafter by appropriate instruments in writing, executed and acknowledged by the owners of a majority of the lots affected thereby, (for such purpose, lots owned by the Declarant shall be included, and while Declarant owns any lot or lots, he may unilaterally amend these covenants as described hereafter without joinder of any third party), and filed of record in the Clerk's Office of the County of Bedford, Virginia.

1. The Lots. (a) Each lot shall constitute a residential building site and shall be used for residential purposes only. The lay of the lots shown on the recorded plats hereinabove referred to shall be substantially adhered to; provided, however, the size and shape of any lot may be altered so long as no lot or group of lots are re-subdivided to produce a greater number of lots. Lots may be combined to create one building site.

(b) Not more than one single family residence shall be erected on any lot, and it shall contain a minimum of twenty-four hundred (2,400) square feet of livable space, exclusive of any basement or porch space, if

it is a one-floor dwelling, or three thousand (3,000) square feet of livable floor space, exclusive of any basement or porch space, if it is a two-floor dwelling, exclusive of decks, attics, porches, garages, carports or unfinished basements. Split-level dwelling houses shall be considered as a two-floor dwelling for the purposes of this Section. Exterior construction must be completed and closed in within nine (9) months of commencement of construction, and all construction as required by the approved plans, including landscaping, shall be completed within one (1) year of commencement of construction. All driveways will be paved with chip and seal or asphalt. Completion shall be deemed to be permanently or temporarily occupied until the exterior thereof has been completed and connection is made to the water system. During construction lots must be maintained in a reasonably neat and clean condition free of construction debris and trash, and contractors and subcontractors shall be required to provide adequate temporary portable toilets for their employees.

(c) No residence shall be constructed on any lot duplicating the design of another residence already constructed or under construction within any single-family residential section of **Lakes Edge**, nor shall the exterior appearance of any residence be substantially the same as that of another residence already constructed or under construction within any single-family residential section of **Lakes Edge**. Whether a residence duplicates another residence or whether the exterior appearance of a residence is substantially the same as another residence shall be determined by the Declarant or his successors in its sole discretion in exercising its approval authority under paragraphs 1 and 10 of these restrictions.

2. Use. No noxious, unlawful or offensive trade or activity shall be carried on-upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. Only usual household pets will be allowed on the premises and such pets shall be restricted to the lots, and will not be allowed to run at large. No trade materials or inventories may be stored and no trucks or tractors, or inoperative vehicles, may be used, stored or regularly parked on the premises. No motor homes, trailers, camping trailers or boats may be occupied or stored on the premises. The developer will provide a fenced area adjacent to the offsite drain fields for the storage of trailers, boats, motor homes or camping trailers. Any such vehicle or watercraft, however, must bear a current license and be currently registered with all appropriate authorities and jurisdictions. Violations of the provisions hereto shall be in the sole discretion of the Declarant or his successor.

3. Water and Sewer. No building shall be erected, maintained, or permitted to remain on any lot, which is not provided with adequate water supply and sewage disposal in accordance with the requirements of any governmental agency having jurisdiction with respect thereto. Each property owner will be required upon such connection to pay the prevailing connection fee (if any) and thereafter pay the prevailing charges for water and sewer service. Each property (lot) owner will have the use of an off-site drain field installed by the Developer. Each property owner in Section I will also be a member of the **Lakes Edge Force Main/Septic Association**. Each lot owner shall be expected to pay the current water and sewer tap-on fee no later than 10 days from the commencement of construction on any lot.

There also shall be an availability fee charged for eventual water usage. The water and sewage disposal system will be deeded to the **Lakes Edge Community Water Association** and the **Force Main Association** upon completion and 25% usage or at such time as developer determines that it is appropriate.

4. Water and Sewer Tap-on Fees. Any tap-on fees collected by the developer for water and sewer connections will be divided so as 65% of the

monies are returned to the developer and 35% to be returned to the Associations to be used for future repair and maintenance.

5. Water and Power Associations. These Associations will have the same powers to levy and collect fees and assessments as the Homeowners Association.

6. Temporary Structures. No building of a temporary character, including specifically house trailers and tents, shall be erected or allowed to remain on any lot, and no such building located on any lot shall be used as a permanent residence; provided, however, that in the course of the construction of a building as set out above, the contractor or builder may have shelters or storage sheds to protect lumber and other building supplies used in the course of construction and for no other purpose, and any such shelters or storage sheds shall be removed from the premises within ten (10) days after the completion of the building.

7. Lot Use and Maintenance. Each lot owner shall maintain and preserve his lot or lots in a clean, orderly and attractive manner, within the spirit of the development, as set out above.

No open or exposed storage, including junk and/or abandoned items of personal property, shall be maintained on any lot; no trash or refuse, including leaves, shall be burned in an open incinerator on the lots within the development.

Garbage of the type that the decomposition of which creates a malodorous situation must be kept in covered metal containers. Trash, tin cans, paper and similar items must be kept in wire or metal containers.

No satellite dishes or other exterior antennae will be allowed to be placed on lot unless the prior written authority of the Declarant or his successors unless the dish is less than twenty-four (24) inches in diameter and attached to the roof.

Whether such lot is used in conformity with this paragraph shall be in the sole discretion of the Declarant or his successor, the Lakes Edge Property Owners' Association, Inc.

8. Trees. No trees or other natural vegetation measuring ten inches or more in diameter (outside bark to outside bark) at ground level may be removed without prior written approval of the developer.

9. Reserved Easement/Set Back. There are reserved, perpetual, alienable, and releasable easements within the above-described real property and the right on, over and under the ground to erect, maintain and use electric and telephone public conveniences or utilities, on, in, or over the rear and/or front 15 feet of each lot and 10 feet along the sides of each lot within the development.

Set backs from front lot lines may be established on any plats of subdivision and if such lines are established, they shall be strictly observed. There shall be a side lot line set back of 10 feet.

10. Signs. No "For Sale" or other signs may be placed on any lot or dwelling without first obtaining the written permission of the Declarant or his successor.

11. Property Owners Association. Declarant has or will create a property owners association known as Lakes Edge Property Owners Association, Inc. All lot owners shall be members of such association and shall have the voting rights provided by the corporate documents as the

same may be amended from time to time. Lot owners shall not include any persons or entity that hold title merely as security for a debt.

The property owners association shall have the right to establish and collect assessments and by accepting ownership in the subdivision each lot owner(s) shall be deemed to have agreed to pay it when and as due.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person or persons who were the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall unless paid pass to the Owner's successors in title. A properly perfected lien shall pass with and encumber the title to the unit.

There shall be no obligation on behalf on the Declarant to pay assessments on any lots owned by said Declarant or by any entity, which succeeds the Declarant as a developer.

If any assessment is not paid on that date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof (including attorney's fees) as are hereinafter provided, become a lien on the lot, which shall bind such lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation. It shall also become the personal obligation of a successor in title to pay any unpaid assessments and dues outstanding at the time title to an effected lot passes, or at any time thereafter so long as such person is the owner of a unit. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at an interest rate equal to that charged by the United States Internal Revenue Service for delinquent taxes, and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessments above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No owner of a unit may waive, or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or its units.

The notice of such lien shall comport with the notice of the lien prescribed by the Virginia Property Owners Association Act as amended from time to time.

12. Architectural Review. Until the Declarant conveys the final remaining lot in the subdivision, or until he relinquishes or transfers his rights, under this paragraph of these Covenants, the Declarant shall have the sole and absolute right to approve any and all construction or other development on any of the lots platted in the subdivision. Such construction shall include, but not be limited to the location of the house, construction or establishment of dwellings, outbuildings, docks, fencing and/or landscaping. Once approved and/or constructed, no alteration in construction shall be made without the approval of the Declarant.

After the Declarant has conveyed the final remaining lot in the subdivision or sooner if he so elects, all rights under the provisions of this paragraph and all approval rights under any other paragraph of these

Covenants shall be automatically vested in Lakes Edge Property Owners Association, Inc., or its designee such as an architectural committee selected by such association.

13. Enforcement. In the event of any violation or breach of any of the restrictions contained herein by any lot owner or agent of such owner, or by an other person natural or otherwise, the owners of lots within the development, or anyone or more of them, jointly or severally, or the property owners association described in paragraph 9 shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted, ten (10) days written notice of such violation shall be given to the owner suspected or charged with violation or his agent. The failure to enforce any right, reservation or condition contained in this declaration, however long continued shall not be deemed a waiver of the right to do so hereafter as to the same breach as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. All remedies provided for herein shall be deemed cumulative and in addition to any other remedies provided by law. The restrictions contained herein shall be deemed cumulative and in addition to any other restrictions shown in the Plat of Subdivision.

14. Severability. The invalidation by any court of any restriction contained in this declaration shall in no way affect the other restrictions, but they and each of them shall remain in full force and effect.

15. Amendments. The Developer shall have the absolute and unilateral right at any time prior to the conveyance by him or his successor developer of the final remaining lot in this subdivision to amend these Protective Covenants or any amendment thereto or any restriction or covenant otherwise affecting the subdivision.

IN WITNESS WHEREOF, David S. Wilson has caused this instrument to be executed as of the year, month and day first above written.

\_\_\_\_\_  
DAVID S. WILSON

STATE OF VIRGINIA  
COUNTY OF BEDFORD, TO-WIT:

The forgoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001 by David S. Wilson

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



ordinary wear and tear excepted. Grantee shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order, or requirement relating to the Permitted Facility. Grantee shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Site. At the expiration or earlier termination of this Permit, Grantee shall return the Site to APCO in substantially the same condition as when Grantee's occupancy commenced, ordinary wear and tear excepted unless otherwise directed. Throughout the term of this Permit, APCO shall have the right at all reasonable times to enter the Site for the purpose of inspecting same.

20. Grantee shall keep and maintain the Site and the Permitted Facility thereon and appurtenances thereof free of any unapproved regulatory markers and any non-regulatory markers or buoys.
21. Grantee agrees that they will assert no interest contrary to that held by APCO with respect to the Site, and that their status hereunder shall be deemed to be that of a licensee.
22. Grantee shall make any person using the Permitted Facility aware of these conditions and ensure their compliance therewith.
23. Grantee agrees to all conditions set forth in the Smith Mountain Pumped Storage Project Shoreline Management Plan as approved by FERC Order Modifying and Approving Updated Shoreline Management Plan issued on January 30, 2014 and all associated amendment, addendum and revision thereto in effect as of the date of this Permit.
24. Where applicable, the terms of the **FLOWAGE RIGHT AND EASEMENT DEED SMITH MOUNTAIN COMBINATION HYDRO ELECTRIC PROJECT UPPER AND LOWER RESERVOIRS** (the "Easement") that apply to the Permitted Facility are incorporated herein by reference. The terms and provisions of the Easement shall control wherever the same may be in conflict with this Permit.

#### **ADDITIONAL TERMS AND CONDITIONS FOR EXISTING NON- CONFORMING AND LEGACY PROGRAM DOCKS**

25. Any structures other than docks or piers which are located within the 800 foot contour elevation at Smith Mountain Lake or the 620 foot contour elevation at Leesville Lake (Project boundary) shall not be replaced. Docks or piers located within the Project boundary may only be replaced under certain circumstances (see Section 2.7 a. of the SMP).
26. Walkways which are located between the base elevation and the Project boundary, that exceed the width requirements of the Shoreline Management Plan shall not be replaced.

28. Any future replacement dock or pier will be placed within the buildable area to the greatest extent possible considering setbacks to dock delineation lines and the application of one third of the cove methodology.
29. If the structure is located adjacent to shoreline classified as a Resource Protection Area, then any future replacement structure shall maintain, to the greatest extent possible, a setback if at least thirty (30) feet from the Resource Protection Area.
30. Any replacement structure shall not include habitation or sanitation facilities.

# FACT SHEET

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## Phase II Off-Water Lots

### ROADS

All roads in **Lakes Edge** will be constructed to state specifications and will be taken over by VDOT after three homes have been built.

### WATER

Each lot owner in Phase II will be responsible for drilling his or her own well. The two wells that service the waterfronts produce over 25 GPM.

### SEWER

All lot owners in Phase II will be responsible for installing the drainfields to serve a home on Lots 14- 20. All Lots have pre-approved three bedroom sites.

### DOCKS

Lots 14 through 20 will have the exclusive use of a 12' X 24' covered boat slip to be built by the developer adjacent to Lot 10 in Section 1 of **Lakes Edge**. The Buyer's use of a boat slip will be included in the purchase price. The Buyer will be responsible for sizing and buying their own boat hoist. The developer will transfer the Association to a priority non - profit corporation called the **Lakes Edge Dock Association (LEDA)** and the Buyer can have exclusive use of a designated covered slip as long as they own the lot. The buyers of the lot noted above will be assessed each year for the repair and maintenance of the docks, parking area, walkway and driveway leading to the dock area. This Association will have the same powers to levy and collect fees as the POA.

### PHONE & POWER

The underground service is to be provided by **Verizon**. **American Electric Power** will provide underground power to the waterfront lots.

### GOLF

**Sycamore Ridge Golf Course** is completely renovating its existing nine holes and currently adding a back nine. The course is located about ten minutes from Lakes Edge on the other side of Goodview.

### PROPERTY OWNERS ASSOCIATION

An association will be formed consisting of all property owners and all lots will be members of the association. The purpose of the association will be to: monitor architectural design; arrange for grass cutting; maintenance of the entrance area and sign; and any re-landscaping necessary. The association initial assessment will be \$140.00 per year for the general maintenance of the right of ways and entrance. All owners will be required to pay this assessment.

### FEES AND ASSESSMENTS

POA DUES	\$140.00/year
Dock Association	\$140.00/year

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