

DEED OF EASEMENT

Deed Book 110 at Page 127 Instrument #1313

THIS DEED OF EASEMENT, made this Second day of October, 1974, by and between CLARK COUNTY PROPERTIES, a Virginia General Partnership, Grantor; and (various homeowners), grantees:

. . . WHEREAS Grantor has created an easement for lakes, common areas, parking and walk rights of way as set forth on Plats of Sections 5 and 6 of Carefree Acres as amended; and

WHEREAS Grantor desires to grant the easement subject to the restrictions contained herein to all present owners of lots in all sections of Carefree Acres;

NOW, THEREFORE, . . . easements for lakes, common areas, parking and walk rights of way as shown on a Plate of Section 5 recorded in Deed Book 99 at Page 489 and a Plat of Section 6 recorded in Deed Book 109 at Page 58, as amended by a Deed of Vacation with Plat attached, recorded November 15, 1974, as Instrument #1312, of the Land Records of Clarke County, Virginia, subject to the following restrictions, which shall be deemed covenants real running with the land;

- 1. Lakes and their associated easement areas shall be used between the hours of sunrise and ten o'clock p.m. for swimming, fishing, ice-skating, and boating (excluding power boats), picnicking, horseback riding, and any other reasonable and normal uses of lakes and their associated easement areas which do not interfere with the enjoyment thereof by other property owners and their guests.*
- 2. There shall be no target shooting, hunting or camping of any kind.*
- 3. No group of more than ten, excluding the immediate family of the property-owner, shall use these facilities at any time.*
- 4. These covenants shall be administered by the Committee authorized by covenant previously recorded for the various sections of Carefree Acres Subdivision to review plans for construction or alteration of an structures and for any topographic changes. The said Committee shall have the sole authority to interpret these covenants. Further, this Committee shall have the sole authority to:*
 - a. Authorize in writing, in its discretion, exceptions to covenants 1. through 3. above, it being expressly understood that such authorization will in no way establish a precedent.*
 - b. Assess, from time to time, a pro-rata charge against each parcel to cover expenses for the repair and/or maintenance of the lakes and their associated easements, such assessment to be in addition to that for maintenance of roadway easements provided for by covenants previously recorded for the various sections of Carefree Acres Subdivision.*
 - c. Deprive any person, including a Grantee, members of the Grantee's family, or a Grantee's heirs and assigns, of the use of the lakes and their associated easements temporarily or permanently for infraction of these rules and regulations.*
 - d. Assign, by writing duly recorded, its rights, duties, and powers under these covenants to a committee of association selected by a majority of the then record owners of all parcels of Carefree Acres Subdivision recorded at the time of such assignment. For the purpose of these covenants, "parcel" shall mean each parcel or divided portion of a parcel.*
- 5. Failure to enforce these covenants shall not constitute a waiver of the right to enforce said covenants in the future.*

Note: Full copy of document 110-127 is in the binder containing Carefree Acres plats and covenants.