

*Lake Holiday*

**Agreement and Requirements**  
**for**  
**New House Construction**

**Approved by the Board of Directors**

**April 25, 2017**

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# **AGREEMENT AND REQUIREMENTS FOR NEW HOUSE CONSTRUCTION**

## **SECTION A. PROCEDURAL OVERVIEW**

### **1. PURPOSE**

- a. The purpose of these requirements is to promote construction that complies with all Deeds of Dedication; to better protect the environment of the Lake Holiday community, to protect the lake, integrate the development of a drainage system and other improvements in the infrastructure with lot development, and to enhance the community's ability to comply with environmental law regulations.

### **2. GENERAL INFORMATION ON CONSTRUCTION GUIDELINES**

#### **a. Certificate for Building Approval**

- (1) No building or improvement of any kind shall be erected or moved upon or to any lot, nor any changes or alterations made to such building or improvement, until the building plans, including exterior building materials, color scheme, grading plan and location of such building or improvement, shall have been approved in writing by receiving a Certificate for Building Approval issued by the Architectural Committee. In case of a conflict between these requirements and the Frederick County Building Code the Frederick County Building Code shall apply. Nothing in this document absolves the property owner of obtaining permits required by Frederick County under the Virginia Construction Code.
- (2) The Architectural Committee will not issue a Certificate for Building Approval to any property owner who is not eligible and in good standing as that term is defined in the Lake Holiday Bylaws Article II, Section 10. The Architectural Committee retains the right to withhold a Certificate for Building Approval from any builder who is currently in default on any or all of a prior conformance bond due to uncorrected violation(s) noted on the final inspection on other houses under construction until the violation(s) has been corrected. Final inspection must be requested within 30 days of the issuance of a Frederick County Certificate of Occupancy.

- b. Topography - The topography of Lake Holiday requires a detailed and well thought out grading plan that does not infringe on adjacent lots.

#### **c. Conformance Bond**

- (1) Prior to receiving a Certificate for Building Approval for new construction a Conformance Bond of \$2,000 per lot with a maximum of \$20,000 per builder is required. In the case of a builder with multiple lots exceeding 10 that deposits \$20,000, LHCC may apply the Conformance Bond to secure the obligations associated with any lot and the builder must maintain the aggregate amount of the Conformance Bond at \$20,000 if LHCC deducts sums from the monies held. The funds are held in an escrow account and will be returned to the Applicant, within 30 days, upon satisfactory completion of the residence as signified by the issuance of the Architectural Committee Notice of Completion, or upon denial of an Application if the

Applicant declines to make the required modifications to the Application or declines to sign the Agreement for New House Construction. The Conformance Bond will not be returned if the amount would fall below the \$20,000 maximum required for multiple lots exceeding 10 or would become less than \$2,000 per construction site. LHCC may use the deposited funds to correct any violation(s) of these requirements and/or the Deeds of Dedication, to pay any charges levied by LHCC, and to pay any necessary legal fees incurred. In the event that the Conformance Bond or some portion of it is required to correct violations, the Bond must be returned to a balance of \$2000 within 14 days of notification that the funds were used. If the deposited funds are insufficient to compensate for the damages incurred by failure to comply with these requirements and/or the Deeds of Dedication, LHCC retains the right to seek additional compensation from the Applicant either through negotiation for liquidated damages or litigation.

- (2) Violation Notification - Once notified that a violation(s) has occurred the builder has twenty-four (24) hours to respond either by correcting the violation(s) or submitting a plan with a date for correcting the violation. Failure to respond will result in a Stop Work Order and forfeiture of the Conformance Bond.
- (3) Bond Level - Within fourteen (14) days of being notified that the Bond or a portion of the Bond was needed to correct a violation(s), the Conformance Bond must be returned to the \$2,000 level. Failure to respond will result in a Stop Work Order and forfeiture of the Conformance Bond.
- (4) Deviations - The Architectural Committee recognizes that specific deviation from these requirements might now exist on certain lots. Irrespective of how these deviations have occurred, the Architectural Committee will not consider them as setting a precedent when making future determinations.
- (5) Agreement for New House Construction - It is the lot owner's responsibility to see that all the Deeds of Dedication and the Architectural Committee requirements are followed. The lot owner, the builder or general contractor and LHCC shall sign the Agreement for New House Construction, to signify that they have read and accept the established requirements for new construction. This Agreement shall be submitted with the original application for Architectural Committee approval.
- (6) Member Standing -- The Architectural Committee will not consider any Application from members who are not in good standing.
- (7) Frederick County Code Compliance - All construction activities shall meet or exceed the minimum standards of Frederick County Building and Site Development Codes.

### 3. DEFINITIONS

- a. "Lake Holiday Country Club, Inc" (LHCC) is a Property Owners' Association as defined in the Code of Virginia and the governing body of the Lake Holiday development.
- b. "Agreement" refers to this document.

- c. "Aqua Virginia" is the water and sewer company for Lake Holiday and is responsible for the oversight of the water and sewer services.
- d. "Architectural Committee" (Committee): Members are appointed by the LHCC Board of Directors as provided by the governing documents. The purpose of the Architectural Committee is to exercise rights (covenants, conditions, and restrictions) vested in the Deeds of Dedication of each Section of the Lake Holiday development. The Architectural Committee is responsible for reviewing requests for changes to developed lots, and reviewing proposed new construction of homes on Lake Holiday properties. The scope of the Committee review is limited to external construction, renovation, site issues, and preservation of trees. The Architectural Committee also has oversight of the Common Areas of Lake Holiday.
- e. "Single Family Residences" - Structures erected on properties shown as numbered lots on the subdivision plat maps are restricted to the use of a single-family dwelling. "Single family" is defined as one family unit, which may include a single person, a couple, parents and their children of any age, grandparents and grandchildren. Roommates living together and maintaining a household may be included, but not more than four unrelated persons occupying a dwelling, living together and maintaining a household shall be deemed to constitute a "Single Family."
- f. "Initial (New) Construction" – Construction of a residence on a previously unimproved lot at Lake Holiday or total reconstruction of a residence damaged or destroyed beyond being habitable.
- g. "Construction Vehicles" – Heavy duty vehicles specially designed for executing construction tasks, also known as construction equipment.

#### 4. GENERAL CRITERIA FOR NEW CONSTRUCTION

- a. Harmony With the Overall Community
  - (1) The Architectural Committee shall have the right to disapprove any plans, specifications or details for the erection of any house or other structure that it deems not in accordance with the restrictive covenants, or if it deems that the design or color scheme is not in harmony with the general surroundings of such lot or with adjacent houses or structures. Harmony in architectural design consists of two elements:
    - Contextual relationship: This pertains to a suitable combination with characteristics of any existing houses and structures of the overall community and the individual site.
    - Compatibility: is an agreeable relationship in, and in some instances, actual continuity of architectural style, size and proportions, the aesthetic quality of material, color and design details, and the location and orientation of the proposed home on the lot.
- b. Methods of Construction
  - (1) The preferred method of construction is "stick built" on site or houses that are panelized and transported to the construction site.



- (2) Modular homes will be considered provided all other requirements of the Agreement have been fully met; the building site is not heavily wooded, and the installation process will not require the removal of an excessive number of trees.
- (3) Mobile homes and doublewide mobile homes are prohibited.
- (4) Open crawl spaces under homes and houses built on exposed pilings require special consideration by the Architectural Committee.

c. Size of the House

- (1) Any house to be constructed shall contain at least the minimum square feet of fully enclosed floor area (excluding porches, basement, terraces, garages, etc.) as required by the Deeds of Dedication for the Section in which the house is located. A basement is defined as: the lowest story of a building, below the main floor and wholly or partly below the surface of the ground.
- (2) House Size Requirements by Lake Holiday Section (Appendix 1) indicates square foot requirements for dwellings by Lake Holiday Section.

5. VARIANCES TO PROPERTY SETBACK LINES

- a. Setback Lines - Variances to setback lines as established by the Deeds of Dedication will not be granted.
- b. Setbacks by Sections in Lake Holiday (Appendix 2) lists setback requirements by Lake Holiday Section.

6. DISCLAIMERS

- a. Any person submitting plans to LHCC or the Committee shall be responsible for the verification and accuracy of all components of such submission, including, without limitation, all site dimensions, grades, elevations utility locations and other pertinent features of the site or plans.
- b. Neither the Committee nor any agent of LHCC shall be responsible in any way for any defects in any plans, specifications, or details submitted, revised, or approved in accordance with these requirements, or for any structural or other defects in any work done according to such plans, specifications, and details.
- c. During the site inspections, the Committee relies on the property lines as marked on the lot by the Applicant and does not make any independent confirmation that the property lines as marked are consistent with the plat for the lot.
- d. Frederick County Code Compliance - Design, materials, and construction methods must comply with the Frederick County Building Codes. The Committee is not authorized to enforce county building code requirements. The Committee's approval of building plans in no way guarantees compliance with said codes. However, LHCC is generally more restrictive than the county in terms of exterior materials, designs, styles, colors, etc., that affect the harmony of the community. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO ENSURE COMPLIANCE

WITH ALL BUILDING CODES THAT ARE APPLICABLE TO ANY EXTERIOR  
DESIGN TREATMENT APPROVED BY THE ARCHITECTURAL COMMITTEE.

## **SECTION B. BUILDING REQUIREMENTS**

### **1. GENERAL REQUIREMENTS**

- a. Water and Sewer Connections - All residences at Lake Holiday must be connected to the central water and sewer systems.
- b. Connecting - Following issuance of the Certificate for Building Approval, the property owner and/or his builder must apply to Aqua Virginia for water and sewer connections. This will initiate activity on the part of the utility company to mark the future location of water and sewer stub outs. When connection is required, the property owner and/or builder must request such connection and pay the entire connection fee. The utility company will then schedule and perform the connection.
- c. Grinder Pump - If the location of the sewer serving the property requires that sewage be lifted to the main sewer line, a grinder pump is required to be installed and maintained by the property owner in accordance with Aqua Virginia, Inc., policy, Frederick County Codes, and Virginia Department of Health Regulations.
- d. Contractor Guarantee - The contractor must provide a written guarantee that the water/sewer lines and the grinder pump installations meet all local and state regulations prior to issuance of the Notice of Completion.
- e. Frederick County Permit - Following issuance of the Certificate for Building Approval by the Committee, the owner must secure a Frederick County Building Permit.
- f. Construction Hours - Accepted construction hours at Lake Holiday are between 7:00 AM and 7:00 PM. Construction activity during other hours is prohibited. With the exception of emergency work, all contract construction work on Sundays, Christmas Day, New Year's Day, Labor Day, Thanksgiving Day, Memorial Day and the Fourth of July, or the days these holidays are recognized by the closure of the Lake Holiday Administrative Office, is prohibited. Exceptions may be approved on a case-by-case basis by at least two members of the Committee.
- g. Building Setback Lines and Easements
  - (1) Lake Holiday Deeds of Dedication establish separate building setback lines for each Section.
  - (2) The lot owner shall maintain rights-of-way and easement areas reserved or dedicated to LHCC or to public utility purposes. Any property enhancements placed in the easements may not interfere with their permitted uses.
- h. Temporary Sanitary Facilities
  - (1) An enclosed portable toilet shall be placed on each construction site prior to the start of construction and shall remain thereon until operational toilet facilities are available in the house under construction. Where there is to be multiple usages by more than one construction project of a single toilet

facility, the application for construction filed with the Committee shall request such dual usage.

- (2) The portable toilet shall be placed at least twenty-five (25) feet from the edge of the roadway in an inconspicuous location with the door facing away from the street.
  - (3) Contractors or contractor employees shall not use LHCC sanitation facilities, such as the campgrounds, beaches, clubhouse, or lake.
- i. Temporary Water - The contractor shall obtain all water necessary for work to be performed on a lot at the contractor's sole expense. No owner or contractor shall dig wells or tap streams, lakes or other water sources.
- j. Utilities
  - (1) An owner or a contractor shall take all necessary precautions to protect all existing utilities, services, and roads in the vicinity of the lot on which work is being performed.
  - (2) Prior to any excavation or clearing, the contractor shall establish contact with all concerned utility companies to locate all underground utilities.
- k. Parking of Construction Vehicles
  - (1) The speed limit for all vehicles in Lake Holiday is 25 MPH. Repeat violations of the 25 MPH speed limit will result in violators being forbidden entrance to Lake Holiday.
  - (2) No parking of any vehicle (including trucks, trailers or other non-automotive type vehicles) is allowed to be parked on the roadways of Lake Holiday or on any unimproved lot except temporarily for the purpose of loading or unloading construction material. No parking is allowed in a manner that will impede traffic flow or delay emergency vehicles. Temporary parking for unloading must be adjacent to the lot where the material is being used.
  - (3) Construction vehicles are permitted to be parked overnight on the lot where construction is in progress.
- l. Damage by Contractors - Contractors are responsible for damages by their employees, or their subcontractors, as a result of any negligent activities resulting in any damage to any roadways or property within Lake Holiday. Any such damage shall be repaired immediately by the contractor at its sole expense and to the complete satisfaction of LHCC.
- m. Display of Construction Permit - The Architectural Committee Approval Permit shall be displayed with, and in the same manner, as the Frederick County Building Permit.
- n. Time Requirement for Completion of New Construction - Beginning or start of construction is defined as after the date of approval of the Committee as stated on the Certificate for Building Approval. The exterior of all houses and/or structures, including site cleanup, should be completed within twelve (12) months of issuing of the Certificate for Building Approval. Where such completion is impossible or would

result in great hardship to the owner or builder due to strikes, fires, national emergencies, natural calamities, or other matters beyond their control, the property owner may request an extension of time from the Committee. The request must be in writing and must be received by the Committee at least thirty (30) calendar days prior to the end of the initial twelve (12) month construction period.

- o. Construction Start - In the event that construction is not started within six (6) months and measurable and progressive construction activity maintained continuously with no dormant period greater than sixty (60) days, the Certificate for Building Approval will be revoked and the Conformance Bond will be forfeited.
- p. Relief- If any of these provisions cannot be met the owner and or contractor must submit, in writing, to the Committee, a request for relief.
- q. Construction Area Maintenance Requirements - No construction materials shall be stored on any lot, except on a lot where continuous construction is taking place. Littering on any of the common areas or lots is prohibited. No trash, ashes, garbage, or other refuse shall be dumped, stored or accumulated on any lot or thrown into or left on any Common Area property, amenities, or roads. Construction waste must be stored in a dumpster on the site or removed daily. The location of the dumpster must be approved by the Committee. No burning or burying of any material including construction, hazardous or garbage is permitted. No open fires, regardless of the reason, are permitted anywhere at Lake Holiday. No Initial Construction waste material is to be disposed of in trash facilities that are maintained at Lake Holiday for use by the residents. Any dumpster used on any site for construction wastes shall not be permitted to be overflowing.
- r. Occupation of Building - No building shall be occupied prior to a Certificate of Occupancy being issued by the Frederick County Building Inspector.

## 2. LOT DEVELOPMENT PLAN

- a. Design Criteria - The design criteria, standards and guidelines of this section are intended to establish a set of requirements for site design, environmental controls, and soil stabilization. The Lot Development Plan, at a minimum, shall consist of a site survey, a building plan, an erosion control plan, and a lot grading plan.
- b. Survey Requirements - A registered land surveyor shall prepare the survey. The checklist, design details, and related calculations submitted with any survey shall bear the seal and signature of the respective professional.
- c. Site Plan - The Site Plan shall be drawn to a scale of one inch equals not more than thirty (30) feet, and shall include, as a minimum, the information enumerated below:
  - (1) Names, current addresses, and telephone numbers of owner (Applicant) and, where applicable, the building contractor.
  - (2) Date of Site Plan preparation.
  - (3) Lot number, Section number, and street address.
  - (4) The building Site Plan will be required to show the platted boundaries of the lot as well as building setback lines and all existing recorded utility easements (active easements will show any existing utilities identifying

type, size and invert elevations when feasible). Site Plans for waterfront lots will show the existing building restriction/flood and maintenance easement, which is bounded by the elevation of 832.00 above mean sea level. All finished floor or crawl space elevations of the proposed dwelling must be constructed at or above the aforesaid 832.00 elevation. The Site Plan will show the lot area and all metes and bounds of the lot with bearings and distances including curve data, where applicable, using the record plat of the subdivisions as the source of meridian. A north arrow will be shown on the Site Plan.

- (5) Location, size, and use of any existing building or lot improvements.
  - (6) A soil erosion control plan indicating location, size and type of improvements for erosion and sediment control, both interim and permanent, storm drainage, driveway culverts and storm water management.
  - (7) Streams, drainage ways, and/or slopes greater than 15 percent, and eroded areas.
  - (8) Driveway culverts shall be of adequate length, diameter, and material and shall be installed to insure positive drainage. All driveway entrance culverts shall be installed at a minimum standard of the VDOT PE1 private entrance specification 512. Integrity of the culverts must be maintained.
  - (9) To the greatest extent possible, private entrances and driveways shall not be graded to direct run-off directly onto the community frontage street.
  - (10) Location of retaining walls, bulkheads, and any shoreline improvements must be included on the proposed Site Plan.
  - (11) Location and size of easements intended for frontage improvements, storm drainage, storm water management, and other community infrastructure that may require further maintenance by LHCC or utility operators. Retaining walls shall not be constructed so as to intrude into the building setback areas, unless necessary for proper erosion control/storm drainage.
  - (12) Site Plan shall include the calculated square footage of the Limits of Disturbance.
  - (13) Site Plan shall include required Limits of Disturbance tree replacements showing the type and location of each tree (Tree replacements may be submitted on a separate copy of the site plan to minimize document clutter).
  - (14) Site Plan shall include required foundation landscaping showing type and location of plantings (Landscaping may be submitted on a separate copy of the site plan and/or included with tree replacement to minimize document clutter).
- d. Certificate for Building Approval - No clearing, tree cutting, excavation, grading, fence, wall, building or other structure improvements shall be started or erected without prior written approval of the Committee. The lot may not be disturbed in any

manner, EXCEPT for limited cutting of underbrush to permit staking, until the plans, specifications, and details for the house or other structure have been reviewed and the Committee has granted a Certificate of Building Approval.

- e. Stone Access and Debris Management - Prior to any construction, stone shall be placed on any disturbed area that is to be used for access to the lot. Dirt, mud or other debris tracked onto the roadways or other Common Areas of Lake Holiday or onto other private property, whether from the construction site or from road shoulders in the vicinity of the construction site, shall be removed on a daily basis by the lot owner or contractor.
- f. Road Obstruction - Builders are prohibited from obstructing the road right of way during the process of clearing a lot and construction of a building. The Committee may make exceptions in hardship cases.
- g. Drainage and Sediment Control
  - (1) No owner of any property shall interfere with the natural drainage of another property owner's lot, or block any drainage ditch to direct the flow of water from or along any street.
  - (2) Natural drainage ditches, including those in the street right-of way, shall not be filled or obstructed. Lot owners are prohibited from placing structures, plantings, or other materials in the road right-of-way that interfere with its intended uses, i.e., drainage and temporary parking. Suitable stone may be placed, with Committee approval, in the drainage ditches to control erosion.
  - (3) Approved temporary erosion and sediment control measures shall be installed on any lot subject to land-disturbing activities.
  - (4) Silt fences, sediment traps, straw bale barriers, diversion dikes, embankment stabilization, construction entrances, tree protection barriers, and other protective measures shall be employed to contain erosion and sediment on-site during the construction period. Erosion controls shall be in place prior to any land being disturbed.
  - (5) The Site Plan submitted with each Application for construction shall show the existing flow of surface water run-off, proposed paths for surface water run-off, erosion control methods to be used during the construction phase, and the final erosion and drainage control plan. Special attention must be given to road culverts, existing water run-off channels, and streams. Care shall be taken not to change the normal flow patterns.
  - (6) Site Plans shall indicate how run-off from down spouts and run-off from foundation drainage systems is to be channeled.
  - (7) Every attempt shall be made to ensure that water carrying construction debris is not routed onto adjacent properties. The Committee may require the installation of dry creek beds, silt traps, French drains, infiltration trenches, bio-retention areas, and/or other silt collection devices or systems, as well as other filtration, extractions, sedimentation or other devices or systems to prevent siltation transfer onto adjacent property.

- (8) Natural drainage ways shall provide permanent erosion and sediment control protection, employing slope stabilization measures, vegetative cover on embankments, and adequate lining of channels to reduce erosion potential.
    - (9) All erosion and sediment control measures shall be maintained at all times. Significant amounts of sediment which accumulate on site or which settle out into natural outfall areas during the construction process shall be collected, evenly distributed, mixed with and covered with topsoil.
  - h. Erosion Control Plan - In the layout of landscape and topography for new homes, designers must keep in mind that this is a lake community. The impact of their designs on the health of the lake must always be given paramount consideration. Low maintenance ground covers, e.g., blue rug juniper, periwinkle, ivy, etc., must be used rather than high maintenance plantings that will require importation into the watershed of nutrients in the form of fertilizer or other nutrient sources, e.g., compost. Grasses for slope stabilization need to be low maintenance species. If the desired development of a lot cannot be done without lawns, the area must be graded so as to reduce runoff to an absolute minimum and must be surrounded by a buffer area to further minimize migration of the nutrients into the ground water and the lake.
    - (1) During the construction process the general contractor shall attempt to preserve and maintain existing trees and vegetation. Tree protection measures shall be employed where warranted.
    - (2) The location of buildings, driveways, and other improvements shall be sensitive to major trees and vegetation. No trees two (2) inches or greater in diameter measured at six (6) inches above ground are to be cut without prior approval of the Committee.
    - (3) All slopes and highly eroded areas shall be prevented from erosion by employing any erosion and sediment control measures required.
  - i. Storm Drainage - Natural drainage patterns on the lots will be inspected and photographed by the Committee when reviewing proposed dwelling sites.
    - (1) To accommodate post construction drainage, lot "ridges," berms, level spreaders and/or diversion dikes must be employed singly or in combination, where appropriate, to divert overland drainage into and through natural swales and drainage ways. Grading designs must create earthscaping patterns, which reduce the velocity of runoff, increase the filtration of rainfall, and maximize the filtering of runoff prior to storm drainage entering into the natural drainage system.
    - (2) No drainage way shall be obstructed, removed, relocated and/or otherwise altered without documentation that an adequate alternative storm drainage solution can be achieved.
    - (3) Where existing on-lot drainage ways and/or streams are obstructed by debris, erosion, sediment, and other materials, these materials shall be removed and the drainage way or stream shall be restored to a positive drainage condition.
  - j. Storm Water Management

- (1) Run-off from roofs of residences, other building structures, and other impervious areas shall be managed so as to insure that the flow velocity is reduced to flow rates which will not cause erosion. Run-off from driveways or sump pumps is not permitted to be routed into the sanitary sewer system or directly into the lake. Storm water runoff from roof guttering and downspouts is not permitted to be routed into the sanitary sewer system. Erosion control devices and/or systems used to accomplish this management will be shown on the Lot Development Plan.
- (2) Grass and/or hardy ground cover must be planted to ensure runoff is filtered before entering the lake or streams leading to the lake. This action is especially important where natural drainage paths will receive overland runoff from the developed lot. Mulching, matting or biodegradable materials shall be employed to stabilize seeded areas. All ground cover shall be applicable to the season and region.
- (3) If needed, gravel infiltration trenches shall be constructed parallel to impervious driveways and parking surfaces to collect and detain runoff from those surfaces (to meet the requirements of i. 1 above).

k. Water Conservation Considerations

- (1) Lot owners and builders are encouraged to make maximum use of drought resistant grasses, shrubs and trees as these plants are more likely to survive during times in which water use may be restricted.

l. Site Considerations

- (1) Off-street Parking. Each residence must have off-street parking for each vehicle permanently garaged at the location, but in no event less than parking for two vehicles.
- (2) Tree Removal
  1. No tree greater than two (2) inches in diameter measured at six (6) inches above ground level can be removed without written permission from the Committee.
  2. Removal of trees for construction purposes shall be confined to those within the Limits of Disturbance documented on the Site Plan.
  3. Trees outside the Limits of Disturbance must be individually marked for removal and approved, in writing, prior to removing them.
    - a. Trees outside the Limits of Disturbance that are removed without written approval must be replaced.
    - b. The equivalent number of trees to be substituted will be determined by the Committee.
    - c. Each replacement tree will have a minimum caliper of two (2) inches.



- d. Each replacement evergreen tree will have a minimum height of eight (8) feet.

4. Disturbance Restoration

- a. In order to preserve the wooded environment of Lake Holiday, the area of disturbance will be restored by planting trees from the approved list of trees indigenous to the Lake Holiday area. (APPENDIX 3)
- b. Planting of any tree species or varieties not listed in the appendix will require approval from the Committee.
- c. Trees will be planted based on the total area of the Limits of Disturbance indicated on the Site Plan.
- d. The following chart will be used to calculate the number of trees to be planted:

Limits of Disturbance (sq. ft.)	Number of Trees Required
<b>1 To 6000</b>	<b>3</b>
<b>6001 To 8000</b>	<b>6</b>
<b>8001 To 12000</b>	<b>9</b>
<b>12001 To 14000</b>	<b>12</b>
<b>14001 and above</b>	<b>15</b>

- 5. Replacement tree requirements: (All trees selected as replacements must meet the following requirements)
  - a. Trees must be free of disease, injury, or infestation, and must be ecologically compatible with the specifically intended growing area, and planted in accordance with industry standards published in the Virginia Cooperative Extension – Tree Planting Guidelines (Publication 426-702).
  - b. A mix of species is preferred, with at least the first three being deciduous hardwoods.
  - c. No more than thirty (30) percent of replacement trees may be of a single species.
  - d. Trees shall have a minimum caliper requirement of two (2) inches in diameter measured at six (6) inches above the ground at time of planting.
  - e. Two (2) inch caliper deciduous trees shall be a minimum of twelve (12) feet in height.

- f. Evergreen trees shall be a minimum of eight (8) feet in height at the time of planting.
  - g. Deciduous trees shall have a clear trunk, free of branches, to a minimum height of six (6) feet.
  - h. Trees shall be balled-and-burlapped, or containerized.
6. Trees will be planted within a circular area that matches the drip line of the tree at the time of planting and be mulched to a depth of three (3) inches.
- a. All trees planted to fulfill the replacement tree requirements shall be in place before a Certificate of Occupancy is granted. In the event that the requirements of this policy cannot be met at the time a Certificate of Occupancy is otherwise granted, the Conformance Bond will be held until the requirements are met.
  - b. All trees planted under the requirements of this policy are required to survive twelve (12) months after issuance of a Certificate of Occupancy.
  - c. Trees shall be bonded via a maintenance agreement in the amount of 100 percent of their replacement cost. Bonds will be released after the 12 month period has passed, and the health of the trees have been certified and accepted by LHCC.
7. Tree Credits – for each tree within the Limits of Disturbance that are saved, tree credits can be earned to use against the required number of trees to replace.
- a. Trees saved within the Limits of Disturbance require a drip line circle with mulch.
  - b. Saved tree size is determined by Diameter-at-Breast-Height (DBH) measured at fifty-four (54) inches above the ground.
  - c. Any tree saved as tree credits is required to survive twelve (12) months after issuance of a certificate of occupancy.
  - d. The following chart will be used to determine credits:

Existing Tree Size (DBH)	Number of Tree Credits
4 inches – 6 inches	1
7 inches – 12 inches	2
13 inches – 18 inches	3
19 inches – 29 inches	4
> 30 inches	5

m. Heating Fuel Tanks -

1. Propane tanks may be installed: (1) indoors in the main building or an accessory building; or (2) outdoors above ground, on the side or rear yard and screened from view from any lot, street, lake, or the golf course.
2. Liquefied petroleum gas (such as propane) tanks that are not portable may be installed above ground, on the side or rear yard, and must be screened from view from any lot, street, lake, or the golf course. Tanks greater than one hundred (100) pound capacity must be buried.
3. Other types of underground fuel storage tanks, for example gasoline or diesel tanks, are prohibited.

3. BUILDING PLANS FOR PRIMARY STRUCTURE

- a. Harmony with Surroundings - Dwellings shall be in harmony with the general surroundings of the lot and adjacent buildings or structures. In particular, dwellings shall be of a bulk, massing, proportion, roof treatment, color, architectural character, type and mix of materials, and building orientation that is compatible with the lot on which it is to be located and adjacent structures. Materials, window treatments, colors and architectural styling shall respect the natural character of the landscape as well as adjoining residences. The building should be sited in such a way as to minimize visual impacts from adjoining lots.
  - (1) Exterior designs must be substantially different in terms of plan, finish, and elevation from adjacent homes in plain view.
  - (2) The main entrance should face a street.
  - (3) Roofs should be  $\frac{1}{4}$  pitch (6:12 slope) or greater. Roof eaves shall be eight (8) inches minimum. Exceptions may be made in the case of Modern Style designs when such designs are approved by the Committee.
  - (4) Plans should exhibit at least a minimal character quantified by three or more roof planes and five or more exterior corners formed by protruding or recessed floor plan areas.
- b. Dwelling Placement - The placement of residential dwellings on a lot shall respect and conserve existing mature trees, geophysical forms, and natural drainage patterns. Buildings shall not be placed on steep slopes that are not compatible to the architectural styling of the dwelling.
- c. Site Plans - When conducting a review of the proposed structure the Committee relies heavily on the Site Plan and the exterior elevations. The floor plans are considered to the extent that they show the number of finished square feet per floor devoted to living areas
  - (1) The Site Plan must show, by bearings, distance, and a north arrow the dimensions and area of the lot; all applicable building setback lines and easements; the location of the primary structure, including terraces, decks,

patios, porches, docks, retaining walls, driveways, walkways, and parking areas; and the proposed drainage and erosion control provisions.

- Prior to Committee review of the Application, the lot boundaries, building setbacks and perimeter of the dwellings are to be staked with a minimum of four stakes for each element. A string is to be drawn taut around the perimeter of each element. The string representing the front of the dwelling shall be level and at the true elevation of the first floor. The stakes and as much of the string as is practical should remain in place during construction.
- (2) Drawings of the exterior elevations must show the following for the front, rear and each side of the structure: existing and finish grade lines; roof pitch; and all decks or other structures attached to the dwelling, each drawn to scale.
  - (3) Floor plans for the foundation and/or basement and each floor of living space must show complete and accurate dimensions; the area of finished living space; and all decks, garages, and porches. The floor plans must be consistent with the elevation drawings.
  - (4) All building drawings, including elevations and floor plans, are to be drawn to a scale of one eighth (1/8) to one fourth (1/4) inch to not more than one (1) foot.
- d. Alterations to Stock Plans - Alterations made to “stock plans” must be to scale, neatly inked in, initialed and dated by the property owner and consistent throughout. For example, an added window must show on the floor plan and the elevation. All unused “options” or deleted walls, windows, doors, etc., must be neatly crossed out or otherwise be removed on all drawings of the “stock plans.” Any changes to the buildings exteriors, after a Certificate for Building Approval has been obtained, must be documented and resubmitted to the Committee.
- e. Additions to Stock Plans - Storage sheds, docks, and all other structures documented in “stock plans” or added to “stock plans” must follow the LHCC Agreement and Requirements for New House Construction in existence at the time.
- f. Lot Grading Plan
- (1) Lot grading must establish positive drainage patterns, which do not impact adjacent properties, and to ensure that buildings and other lot improvements will not adversely impact the adjacent properties by overland drainage. Grading of any dwelling shall provide positive drainage away from the structure at a minimum grade of 2 percent (2%) across grass or mulched surfaces and a minimum grade of 1 percent (1%) across impervious surfaces.
  - (2) Lot grading shall ensure that existing natural drainage patterns are respected and that adequate drainage outfall swales can be connected to natural channels. Manmade and configured swales to be planted in grass shall not exceed a slope of 4 percent (4%). Where possible, gentler slopes and broad, parabolic swales are recommended to maximize runoff retention, infiltration and absorption. Artificially established swales in excess of 4 percent (4%) shall be stabilized, lined and planted.

- (3) Lot grading shall minimize total excavation (cut and fill) requirements across the lot. Excavation activities at the edges of the lot shall not create any unnatural transitions with adjoining lots.
- (4) Where excavation is contemplated on slopes in excess of 2:1 (two foot rise for each foot of horizontal distance) or with unstable material, the stability of these areas must be verified by a foundation or geo-technical consultant.
- (5) Where possible, driveway slopes shall have the minimum slope possible and driveway entrance lands shall be smoothly contoured into the intersecting community roadway at a transitional grade of 4 percent (4%) or less.
- (6) The grading plan shall provide spot evaluations where the slopes are greater than 15 percent (15%) and clearly define proposed contours sufficient to enable the Applicant's contractor to properly grade the lot. The plan shall provide spot grades to the nearest one-half (0.5) foot at the building corners, first floor elevations, terraces, stoops, walkways, and storm water management and drainage structures.

#### 4. BUILDING PLANS FOR OTHER IMPROVEMENTS

##### a. Other Improvements

- (1) Additional improvements that are built simultaneously with the main structure must be included in the original plan submission. Any improvement planned for the lot must be accompanied by supporting material as to size, shape, materials and colors. For example, the Committee will not approve a dock, deck, garage, patio, and/or storage building, etc., that appears only on the Application and not on the construction plans or Site Plan.

##### b. Temporary Structures

- (1) A temporary structure used during construction for storage of equipment and/or materials may be placed on the lot. Temporary structures shall not, at any time, be used as a residence or permitted to remain on the lot after completion of construction.
- (2) Additionally, the size, shape, color, exterior materials, location and other elements of design visible from the street, common properties, lake, golf course or other lots of the community must be approved by the Committee.

#### 5. EXTERIOR APPEARANCE OF STRUCTURES

##### a. Color Approval - The Committee shall have the right to disapprove any design or color scheme of the proposed house or structure.

- (1) The exterior colors of all structures must be compatible with the surrounding community. In the interest of preserving the natural wooded appearance and harmony of the community, muted colors, such as natural and earth tones are recommended.

- (2) White or that which can be perceived to be white or brightly [glaring] colored structures will be discouraged. Exterior trim, such as door trim, window trim, garage doors, shutters and gutters may be white.
- (3) Sample color chips shall be included with the Application. Color chip samples will be returned to the property owner upon request if the structure is not approved. If the structure is approved, the color chips will be retained as part of the official Committee file on that lot.

b. Lighting

- (1) No residential lot shall employ any type of high intensity discharge lighting such as mercury vapor, metal halide or high or low-pressure sodium.
- (2) All outdoor lighting shall be of wattage, location and positioning that will not result in light being directed onto neighbors' properties or the roads.

c. Flashing and Chimneys

- (1) All exterior flues shall be boxed in using materials that match or complement the dwellings. Boxed flues shall run from ground level and pass above the roof line and meet all current Frederick County Building Codes. Any exposed flue pipe shall not exceed 6 inches above the chimney box and need not be painted. Exposed exterior metal flues will not be approved.
- (2) Boxed flues that exit the roof line shall be constructed of materials that match or complement the dwelling and meet all current Frederick County Building Codes. Any exposed flue pipe shall not exceed 6 inches above the chimney box and need not be painted.
- (3) Bright metal (unpainted) flashing is not permitted.
- (4) All chimneys must have fire screens.

d. Foundations

- (1) Foundation walls shall not be exposed for more than two (2) feet at the corner of the house that has the highest ground elevation, unless the foundation wall is part of a design feature such as in a split-foyer house. A reasonable amount of cut and fill on the lot is expected, but major changes to the natural contours of a lot shall not be approved.
- (2) All cinder block foundations must be parged and harmonize with the house color.

e. Landscaping

- 1) Street facing foundation areas will be landscaped using shrubs and ornamental trees from the recommended list (APPENDIX 3).
  - a) All shrubs are required to be a minimum of three (3) gallon container size at the time of planting.

- b) Evergreen trees will be a minimum of four (4) feet in height at the time of planting
  - c) Shrubs and trees planted under eaves or overhangs should be species that will not exceed a height of (8) feet at maturity.
- 2) A minimum of ten (10) shrubs and one (1) ornamental tree is required.
  - a) The ornamental tree is not counted toward the required Limits of Disturbance tree replacement.
  - b) Planted areas will include suitable mulching to a depth of three (3) inches.
  - c) It is *highly recommended* to select “deer resistant” species.
- f. Roofing Materials - Acceptable roofing materials include asphalt or fiberglass shingles, wood shingles, and shakes or slate. Metal roofing may be approved for special applications, such as over bay or bow windows, where the expanse of metal is minimal. Rolled roofing, shiny metal roofing, and corrugated fiberglass shall not be approved. White is not permitted as a roof color.
- g. Siding Materials - Acceptable siding materials include wood siding, wood shakes, grooved textured plywood, stone, brick and log. The Committee may approve vinyl, aluminum, hardboard siding, and stucco if it gives the genuine appearance of wood and/or if it complements the style and special design features of the building.

## **SECTION C. ARCHITECTURAL REVIEW AND APPROVAL PROCESS**

1. AUTHORITY TO REVIEW AND APPROVE NEW CONSTRUCTION APPLICATIONS
  - a. Enforcement - The Committee shall be responsible for the supervision, inspection, and enforcement of these requirements.
  - b. New Procedures - The Committee may, from time to time, establish reasonable administrative procedures in addition to those cited herein as may be necessary for the proper administration and implementation of these requirements.
  - c. Submission of Application - The Application for Building Approval shall be submitted to the Administrative Office, along with all required information. The Committee shall not consider an Application until it is complete: i.e., includes all required attachments and relevant samples.
  - d. Scheduling Notification - After an application has been verified as complete in the Administrative Office, the property owner will be notified that they have been added to the agenda of the next Committee meeting.
  - e. Approve/Disapprove - The Committee shall approve or disapprove the plans, specifications, and details of the Site Plans within thirty (30) calendar days from the time the Application appears on the Committee agenda.
  - f. Final Compliance Inspection - It shall be the responsibility of the Applicant or his/her agent to notify the Committee when the lot is ready for final inspection for

compliance with the approved Site Plan and, further, in accordance with the inspection schedules as required. If the lot owner is not in compliance, a Notice of Completion shall not be issued until necessary improvements are made.

## 2. ADMINISTRATIVE REQUIREMENTS FOR LOT DEVELOPMENT PLANS

- a. Applications - Upon request, the Committee or the Administrative Office shall provide the lot owner with the Application and Agreement and Requirements for New House Construction that set forth the specific details to be submitted for Committee consideration. Such Application shall include two (2) sets of the following: Site Plan, Building Plan, Erosion and Sediment Control Plan, Soil Stabilization Plan and Grading Plan. Additionally, one sample of all exterior materials and/or colors is to be provided.
- b. The two copies of the Site Plan shall include the information as set forth in Section B of these requirements. Site Plans that lack required information shall be deemed to be incomplete.
- c. A registered land surveyor shall prepare Site Plans.
- d. One set of all submitted Lot Development Plan documentation shall be returned to the Applicant and the other will be kept as a permanent part of the architectural file for that lot.
- e. Within ten (10) working days after acceptance for review of the Lot Development Plan, the Committee shall place the Lot Development Plan on the agenda for the next meeting.
- f. The Committee shall review all Lot Development Plans. As part of the review and prior to approval, the committee shall conduct a field review of each lot. The Committee relies on the property lines as marked on the lot during all site inspections and does not make any independent confirmation that the property lines as marked are consistent with the plat of the lot.
- g. Lot Development Plans will be approved if they demonstrate compliance with the design criteria, requirements of the Deeds of Dedication, and comply with the requirements of this Agreement. The Committee will issue a Certificate for Building Approval and an Architectural Committee Approval Permit. The Applicant may proceed with lot development activities provided all other requirements of LHCC and other regulating entities have been satisfied.
- h. The Architectural Committee Approval Permit shall be conspicuously placed adjacent to the Frederick County Building Permit at the construction site.
- i. The Certificate for Building Approval and Architectural Committee Approval Permit will not be issued until the Conformance Bond is paid.
- j. In cases where revisions, deletions, or additions are necessary to the Site Plan to complete and satisfy the requirements and/or recommendations, the Applicant shall be notified in writing within ten (10) working days after the meeting of the Committee.



- k. Where a revised Site Plan does not include the requested revisions, the Committee shall suspend review and notify the Applicant, in writing, that the review process shall not proceed until the required revisions are completed. In denying a Site Plan, the Committee shall give specific reasons.
  - l. **THE APPROVAL SHALL EXPIRE TWELVE (12) MONTHS AFTER RECEIPT OF THE CERTIFICATE FOR BUILDING APPROVAL AS DATED. ONE EXTENSION WILL BE GRANTED. IN THE EVENT THAT CONSTRUCTION IS NOT STARTED WITHIN SIX (6) MONTHS AND MEASURABLE AND PROGRESSIVE CONSTRUCTION ACTIVITY MAINTAINED CONTINUOUSLY WITH NO DORMANT PERIOD GREATER THAN SIXTY (60) DAYS, THE CERTIFICATE FOR BUILDING APPROVAL WILL BE REVOKED AND THE CONFORMANCE BOND WILL BE FORFEITED.**
  - m. NO CONSTRUCTION CAN BEGIN until the Certificate of Approval is issued, the Conformance Bond paid and a Frederick County Building Permit is issued.
3. CONSTRUCTION SITE INSPECTIONS
- a. Authorization for Inspection
    - (1) By submitting an Application to the Committee, an Applicant authorizes the Committee, employees of LHCC or their designees to enter upon the Applicant's lot, at all reasonable times during the periods of Site Development Plan review and during construction, for the purpose of ensuring compliance with these requirements and Deeds of Dedication.
    - (2) If the Applicant interferes with or denies the right for inspections, the Committee's approval is withdrawn and all construction activities shall cease immediately. It is the responsibility of the LHCC General Manager to order and take the necessary steps to ensure that construction is immediately halted. The General Manager will notify the Committee of the status of the case.
  - b. "On-Site" Inspection Requirements
    - (1) A taut string line or a paint line must be placed to indicate all property lines where any structure is to be built within five feet of the most restrictive building setback line, or where one stake cannot be seen from an adjacent stake. In other instances, each property stake must be readily identifiable with a clear line of site between all stakes. The elevation level of the first floor shall be indicated by a string line, placed between stakes located at the front corners of the structure.
    - (2) The location of any structure addressed in the Application must be staked and strung. Such lines as delineate the principal structure must include or delineate all appurtenances thereto (e.g., steps, stoops, decks, patios, garages, etc.).
    - (3) Additional stakes shall be accurately placed on each property setback line adjacent to the house and shall remain in place until completion for use in determining compliance with setback lines.

#### 4. FINAL INSPECTIONS

- a. Request for Final Inspection - Upon completion of construction and lot development activities and prior to the issuance of a Notice of Completion, the Applicant must request a Final Inspection by the Committee.
- b. Completion Criteria - A house is defined as complete when:
  - (1) All exterior work is completed in accordance with the approved Site Plan and architectural elevations.
  - (2) The driveway is completed as specified in the approved Lot Development Plan.
  - (3) The lot is properly graded, all landscaping and tree requirements have been adhered to and all disturbed areas have been mulched, seeded or sodded to prevent erosion.
  - (4) A house number measuring not less than four (4) inches in height, of a contrasting color to its mounting surface for legibility, located in the area adjacent to the front door, and clearly visible from the street shall be installed on every house. If the house configuration or front door location makes it difficult to read the number from the street, an additional set of numbers should be installed at the end of the driveway and visible when the house is approached from both directions. The house number is to remain on the house at all times.
  - (5) The owner or contractor shall be responsible for the safe and legal disposal of all rubbish, refuse, and spoil, vegetation and other waste created by his work. No waste may be left on or disposed of on site or in any trash facilities that are intended for the use of Lake Holiday residents.
  - (6) A copy of the "as built" survey of the lot (which was prepared by a licensed surveyor) and required by Frederick County, that shows the structure, including all decks, stoops, porches, driveways, walkways, garages and landscaping, etc., is submitted to the Committee as part of the Notice of Completion.
  - (7) The Committee has completed the final on-site inspection and has signed the Notice of Completion Form.
- c. Compliance with Plan - No Notice of Completion shall be issued until the Committee verifies that the lot developments are in compliance with the approved Site Plan.
- d. House Occupation - No house shall be occupied until the same has been substantially completed in accordance with the approved plans and specifications and the Frederick County Building Inspector has issued a Certificate of Occupancy.
- e. Refund of Conformance Bond - The Conformance Bond will be refunded following issuance of the Notice of Completion.
- f. Property Owner Fee Collections – The characterization of the property changes to a home with water and sewer and the LHCC Property Owners' Association assessments are increased when any one of the following occurs:
  - (1) Frederick County issues a Certificate of Occupancy;

- (2) A request for refund of Conformance Bond funds is received by LHCC from the builder;
  - (3) The LHCC Administrative Office issues a resale Disclosure Packet to a new home purchaser;
  - (4) Confirmation is received that a dwelling is in use on a daily basis;
  - (5) A lease agreement is received by the Administrative Office; or
  - (6) A settlement agreement is received by the Administrative Office.
- g. Inspection for Occupants - Newly constructed homes that receive Final Inspection from the Committee shall be inspected for occupants from time to time. Non-receipt of a payment coupon, coupon books, notices or other such documents relating to the payment of LHCC Property Owners' Association assessments/fees does not excuse the owner from the obligation to pay. Non-resident owners must provide LHCC in writing with a telephone number and address where the owner can be contacted. Otherwise, all notices will be sent to the Lot address.

## 5. INITIAL CONSTRUCTION ENFORCEMENT PROCEDURES

- a. Levels of Violation - The Committee, and in the case of Level 1 Violations the General Manager or other responsible LHCC representative, shall have the authority to determine whether an Applicant is in violation of the Agreement for New House Construction and the level of violation based on the general terms set forth below:

	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>
<b>Severity</b>	<b>Most Severe</b>	<b>Intermediate Severity</b>	<b>Other Agreement Violations</b>
	Environmental Damage, Safety Issues, Infrastructure Harm	Unapproved Tree Removal, Inadequate Approvals, Road Obstruction, Cleanliness	See Details of Agreement
<b>When Determined</b>	Construction Period	Inspection or Complaint	Inspection or Complaint
<b>Enforcement</b>	Immediate Stop Work	Written Notification	Written Notification
<b>Sanctions</b>	\$500 minimum + \$100/day	\$100 minimum + \$100/day	\$50 per infraction + \$100/day
<b>Appeal Process</b>	To AC, then BOD	To AC, then BOD	To AC, then BOD

- (1) Level 1 Violations consist of the most severe violations of this Agreement. Level 1 Violation includes but is not limited to the following:
- Actions that could damage the environment such as the lake, ponds, streams or the groundwater.
  - Actions of this type could include, for example, run off from dumping or spilling of waste of any type on a lot or on LHCC roads. This includes any environmental damage to any property located within the Lake Holiday development.
  - Actions that compromise the safety of any person or property such as open fires, unsafe operation of construction equipment or vehicles, unsafe storage of construction materials or debris.

- Failure to provide traffic control during loading/unloading/moving of construction equipment that requires obstruction of the safe flow of traffic.
  - Actions that could damage any part of LHCC infrastructure or property to include land, roads or utilities. Actions of this type could include, for example, running unprotected tracked equipment on LHCC roads.
- (2) Level 2 Violation consists of the intermediate level of violations of this Agreement. Level 2 Violations include, but are not limited to the following:
- Cutting any trees not approved in the Site Plans.
  - Initiating construction without the required approvals from LHCC.
  - Vehicles or construction equipment parked on the roads and/or obstructing the safe flow of traffic.
  - The violation of any construction requirements related to the cleanliness or appearance of the site or work related activities of contractors at the construction site.
  - Any other violation of this Agreement, the Deeds of Dedication or other governing documents that is determined to be of a level 2 nature.
- (3) Level 3 Violations consist of violations of this Agreement that include but are not limited to any construction or related activity that is not in compliance with the plans, colors, materials, or drawings that were approved prior to the issuance of a Certificate of Building Approval by the Committee.
- b. Procedures to Address Violations - The level of violation shall be validated by the Committee after the fact and the Committee will use the following procedures to address Level 1, 2 or 3 Violations:

- (1) A Level 1 Violation, the most severe type, may be identified at any time during the construction period, including during Initial Construction Site Inspections, routine construction in progress site inspections, inspections as a result of third party reports or complaints, and/or Final Inspection. All Level 1 Violations will result in immediate action to stop all work at the site until the offending activity or condition causing the Level 1 Violation is corrected. Said action shall be taken by the General Manager, or authorized chain of command.

At the moment of discovery of the violation, immediate response is required by those present at the site and as quickly as practical by the responsible party(s). LHCC and the Committee will maintain close and ongoing oversight until the Level 1 Violation has been fully mitigated.

If the Applicant's remedial actions are deemed to be inadequate and the situation requires additional professional services to properly remedy the

Level 1 Violation, LHCC and the Committee shall marshal all necessary resources and or professional services to remedy the violation.

The LHCC General Manager and the Committee retain the right to obtain any and all professional services necessary and appropriate to resolve the violation. The Committee will deduct the costs associated with retaining such professional assistance from the Applicant's Conformance Bond. If the cost of such professional assistance exceeds the amount of the Conformance Bond, LHCC will either deduct the costs of such professional service from a Conformance Bond for another lot owned by the Applicant or assess the Applicant for the additional cost for such professional services not covered by the Conformance Bond. Such assessment may be declared a lien on the property.

A Stop Work Order shall be posted on the site in a location clearly visible from the street. Violation of the Stop Work Order will result in nullification of the Certificate of Building Approval and implementation of any and all remedies of law.

Details of a Level 1 Violation shall be communicated to the entire Committee (either by telephone or by e-mail) by the close of business on the same day it is identified. Validation of the Level 1 category shall be made by the Committee as promptly as possible following notification.

Once the Committee validates that a Level 1 Violation has occurred, the Committee Chair shall request the General Manager to notify the Applicant (or the Applicant's agent) of the details of the violation, including the amount of the penalty to be assessed, in writing by certified mail with return receipt requested.

The Applicant will have two business days from receipt of delivery of the notice to provide the Committee with written remediation plans and a commitment to prevent recurrence of the Level 1 Violation. The remediation plan shall include a schedule and target deadline for completing all actions following those actions required immediately on discovery.

The Committee shall promptly review and respond to the Applicant's proposed remedial plan. If the Applicant's remedial plan is deemed acceptable, the Committee's representative will communicate acceptance of the plan to the Applicant in writing and authorize a resumption of construction activity at the Applicant's site. If the Applicant's remedial plan is deemed unsatisfactory, the Committee shall communicate to the Applicant the areas of the plan that need additional attention, and authorize an additional two business days for the refinement of the deficient plan.

No work shall be resumed at the Applicant's site until the Committee has accepted a satisfactory remedial plan.

- (2) A Level 2 Violation may be determined following an Initial Construction Site Inspection, routine construction in progress site, inspection as a result of third party reports or complaints, and/or Final Inspection.

Notice of a Level 2 Violation shall be communicated to the entire Committee (either by telephone or by email) by the close of business on the same day it is identified.

Once the Committee determines a Level 2 violation exists, the Committee Chair shall request LHCC management to provide the Applicant (or the Applicant's agent) with written notification, including the amount of the penalty to be assessed, by certified mail, return receipt requested, and if possible by posting at the site of the violation. The notification shall include a request for a remedial action plan. The remedial action plan must include the Applicant's proposed plan to correct the identified deficiency and plans to prevent recurrence of the conditions in the future. The plan must include schedules and target completion dates.

The Applicant shall have three business days from receipt of delivery of the notice to provide the Committee with a written remedial plan or written appeal of the Committee's finding a violation.

The Committee shall promptly review and respond to the Applicant's remedial plan. If the remedial plan is deemed to be inadequate and requires additional, professional services to properly remedy the violation, the Committee's representative shall provide written notice to the Applicant, and if determined to be necessary and appropriate the notice shall inform the Applicant of the Committee's right to retain whatever professional services are necessary and appropriate to resolve the violation and to deduct the costs associated with retaining such professional assistance from the Applicant's Conformance Bond. If the cost of such professional assistance exceeds the amount of the Conformance Bond, LHCC may either deduct the cost of such professional service from a Conformance Bond for another lot owned by the Applicant, or assess the Applicant for the additional cost for such professional services not covered by the Conformance Bond.

- (3) A Level 3 Violation will be typically identified during a routine construction in-progress inspection or during a Final Inspection. Notice of a suspected Level 3 Violation shall be communicated to the entire Committee (either by telephone or by email) as soon as practical. Validation of the level of the violation shall be made by the Committee within three business days following notification.

Once the violation is validated, the Committee Chair shall request LHCC Management to send a letter to the Applicant (or the Applicant's agent) informing the Applicant of the violation and the amount to be withheld from the Conformance Bond. The letter shall also require the Applicant to submit a remedial action plan within four business days of receipt. If the plan is not received or approved by the Committee, sanctions will apply.

- c. If an Applicant becomes aware of any damages to structures, lots, roads or common areas caused either by the Applicant, its employees, invitees, contractors or subcontractors, the Applicant must provide LHCC with prompt notification of the damage incurred and, if known the identification of the responsible party.
- d. Sanctions
  - (1) Failure of the Applicant to respond and correct any violation to the satisfaction of the Committee in accordance with its specified deadline will result in a daily charge of \$100 until the violation is corrected. LHCC will deduct these charges from the Conformance Bond. If the amount of the Conformance Bond is depleted, LHCC will assess any additional charges and may place a lien on the property.
  - (2) Should the Applicant fail to perform any obligation set forth in this Agreement, or within the Deeds of Dedication or other governing documents within three business days after notification of such failure, LHCC may, if practical, perform such work, and at LHCC's sole option, either invoice the Applicant for the cost thereof plus a 25 percent administrative fee, or deduct the cost plus the 25 percent administrative fee from the Conformance Bond. In the event LHCC invoices the Applicant, the Applicant shall pay the invoice within thirty (30) days. Any unpaid balance after thirty (30) days will be assessed and a lien may be placed on the property.
  - (3) Any individual violation of the Agreement and Requirements for New House Construction will result in a one-time penalty of \$500 for Level 1 Violations, \$100 for Level 2 Violations and \$50 for Level 3 Violations. This one time penalty is in addition to any daily recurring penalty imposed for failure to respond as noted in Section 5. c. (1) above.
  - (4) In the event of repeat violations by the same Applicant, the penalties will be "n" times the stated penalty (where "n" is the number of repeat instances for each violation of the same type or circumstances in the preceding twelve (12) months). For example, the first offense of a Level 2 Violation will be \$100. The second offense by the same Applicant for the same Level 2 Violation will be \$200, and third offense for the same Applicant for the same Level 2 Violation will be \$300 and so on. The escalation factor is cumulative for any active sites that Applicant has under construction. The cumulative calculation will be reset to the initial stage if the Applicant has at least twelve (12) consecutive months with no violations.
  - (5) Should the damages herein caused by the Applicant, its employees, invitees, contractors or subcontractors exceed the amount of the Conformance Bond, this document shall not limit LHCC's right of recovery against the Applicant for such excess.
  - (6) All costs associated with correcting a violation are the responsibility of the Applicant regardless of who caused the violation.
  - (7) If an Applicant fails to respond or provides an inadequate response to either a Notice of Required Remedial Measures and Unapproved Changes or written notice of violation, the Committee will declare the Conformance Bond forfeited and issue a Stop Work Order.

- (8) If the Conformance Bond is depleted due to imposed sanctions, a Stop Work Order shall be in effect until the Conformance Bond is restored to its initial level.
- (9) Any required remedial action must be performed in compliance with LHCC's Deeds of Dedication and governing documents.
- (10) LHCC reserves the right to avail itself of any and all remedies of law or in equity to address any violation of this Agreement, LHCC's Deeds of Dedication and governing documents or the Approved Plans.
- (11) Sanctions associated with unapproved removal of trees are governed by existing procedures noted in this Agreement.

## 6. REHEARING PROCESS

- a. Petition to Rehear to Architectural Committee - The Applicant has the right to petition the Committee for a reconsideration of a Level 1, 2 or 3 Violation or reconsideration of any other Committee determination. Requests for reconsideration by the Committee shall be made in writing to the Committee within thirty (30) calendar days from the date of the Committee disapproval letter. The disapproval letter shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Applicant at the address of record with LHCC, within the timeframe stated in the Virginia Property Owners' Association Act, which is within three days of the hearing.
  - (1) If an Applicant requests reconsideration or appeals the Committee's determination of a violation that the Committee has determined constitutes a safety hazard or may create permanent damage to a structure or the environment if not corrected immediately, the Applicant will take any action required to correct the alleged violation immediately, but shall reserve the right to appeal the Committee's determination after the remedial work is completed.
  - (2) The request for Petition to Rehear by the Committee shall be heard within 15 calendar days of receipt of the request to rehear.
  - (3) If the Committee reconsiders its determination and rules in favor of the Applicant, LHCC will not impose any sanctions against the Applicant for the actions that were the subject of the appeal. If the Committee's decision is again to uphold its determination or deny the approval, the Committee will provide the Applicant with written notice of its decision and may impose sanctions, if appropriate, as provided herein. The Applicant shall have the right to appeal to the LHCC Board of Directors. The decision at this Committee rehearing shall be deemed the final decision of the Committee. The Committee's final decision letter shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Applicant at the address of record with LHCC within the timeframe stated in the Virginia Property Owners' Association Act, which is within three days of the hearing.
  - (4) It is the policy of the LHCC Board of Directors to provide a fair and equitable rehearing process to be available and applied uniformly to all property owners. Hearings shall be conducted with proper notice-and-



comment procedures assuring due process. An Applicant has the right to be represented by counsel or a spokesperson.

- b. Appeal to the LHCC Board of Directors - The appeal to the Board of Directors shall only be after the Committee has rendered its final decision. The appeal to the Board of Directors shall be in writing to the Board of Directors and shall be received within thirty (30) calendar days of the date of the letter to the Applicant advising of the Committee's rehearing and denial at the rehearing.

HOUSE SIZE REQUIREMENTS  
AS LISTED IN THE DEEDS OF DEDICATION

Section	Square Footage 1 Story	Square Footage 2 Story
1	1000 on 1 level	800 on 1st level
1A	2500 on 1 level	2000 on 1st level 500 on 2nd level
1B	1700 on 1 level	1200 on 1st level 500 on 2nd level
1B-a	1700 on 1 level	1200 on 1st level 600 on 2nd level
2	1000 on 1 level	800 on 1st level
3A	1000 on 1 level	800 on 1st level
4A	1000 on 1 level	800 on 1st level
4B	1000 on 1 level	1200 on 1st level 500 on 2nd level
5A	1000 on 1 level	800 on 1st level 200 on 2nd level
5B	1000 on 1 level	800 on 1st level 200 on 2nd level
5C	1000 on 1 level	800 on 1st level 200 on 2nd level
6A	1000 on 1 level	800 on 1st level 200 on 2nd level
6B	1000 on 1 level	800 on 1st level 200 on 2nd level
7	1000 on 1 level	800 on 1st level 200 on 2nd level
8A	1000 on 1 level	800 on 1st level 200 on 2nd level
10	1000 on 1 level	800 on 1st level 200 on 2nd level

## APPENDIX 2

### SETBACK REQUIREMENTS AS LISTED IN THE DEEDS OF DEDICATION

Section	Front	Side	Rear
1	35'	10'	10'
1A	35'	10'	15'
1B	35'	10'	10'
2	35'	10'	10'
3A	35'	10'	10'
4A	35'	10'	10'
4B	35'	10'	10'
5A	35'	10'	10'
5B	35'	10'	25'
5C	35'	10'	10'
6A	35'	10'	10'
6B	35'	10'	10'
7	35'	10'	25'
8A	35'	10'	10'
10	35'	10'	25'

## APPENDIX 3

### ACCEPTABLE TREES AND SHRUBS

Common Name	Scientific Name	Types of Landscaping Permitted
<b>Althea</b>	Hibiscus syriacus	Ornamental, shrub
<b>American Plum</b>	Prunus americana	Shade, ornamental
<b>American Sycamore</b>	Platanus occidentalis	Shade, canopy, ornamental
<b>Amur Maple</b>	Acer ginnala	Shade, canopy, ornamental
<b>Aronia</b>	(All varieties)	Ornamental
<b>Azalea Rhododendron</b>	(All varieties)	Ornamental
<b>Bald Cypress</b>	Taxodium distichum	Shade, canopy, ornamental
<b>Black Gum</b>	Nyssa sylvatica	Shade, canopy, ornamental
<b>Buttonbush</b>	Cephalanthus occidentalis	Ornamental, shrub
<b>Chastetree</b>	Vitex agnus-castus	Ornamental, shrub
<b>Chinese Pistache</b>	Pistacia chinensis	Shade, canopy, ornamental
<b>Clethra</b>	(All varieties)	Ornamental
<b>Common Boxwood</b>	Buxus sempervirens	Screen, ornamental, shrub
<b>Copper Beech</b>	Fagus sylvatica 'Riversii'	Shade, canopy, ornamental
<b>Cornelian Cherry</b>	Cornus mas	Shade, ornamental
<b>Cotoneaster</b>	(All varieties)	Ornamental, shrub
<b>Crape Myrtle</b>	Lagerstroemia indica	Ornamental
<b>Dawn Redwood</b>	Metasequoia glyptostroboides	Shade, canopy, ornamental
<b>Dogwood</b>	Cornus florida, Cornus kousa	Shade, ornamental
<b>Douglas Fir</b>	Pseudotsuga menziesii	Screen, ornamental
<b>Downy Serviceberry</b>	Amelanchier arborea	Shade, canopy, ornamental
<b>Dwarf Fothergilla</b>	Fothergilla gardenii	Ornamental, shrub
<b>Eastern Arborvitae</b>	Thuja occidentalis (all varieties)	Screen, ornamental
<b>Eastern Redbud</b>	Cercis canadensis	Shade, ornamental
<b>European Beech</b>	Fagus sylvatica	Shade, canopy, ornamental
<b>European Hornbeam</b>	Carpinus betulus	Shade, canopy, ornamental
<b>Flowering Cherry</b>	Prunus	Shade, ornamental
<b>Flowering Crabapple</b>	Malus (disease resistant varieties)	Shade, canopy, ornamental
<b>Forsythia</b>	(All varieties)	Ornamental, shrub
<b>Freeman Maple</b>	Acer freemanii	Shade, canopy, ornamental
<b>Ginkgo (male)</b>	Ginkgo biloba	Shade, canopy, ornamental
<b>Golden-Rain Tree</b>	Koelreuteria paniculata	Shade, canopy, ornamental
<b>Hawthorn</b>	Crataegus plaenopyrum,	Shade, canopy, ornamental
<b>Hinoki False Cypress</b>	Chamaecyparis obtusa	Screen, ornamental
<b>Holly</b>	Ilex (all varieties)	Screen, ornamental, shrub
<b>Hop Hornbeam</b>	Ostrya virginiana	Shade, canopy, ornamental
<b>Hydrangea</b>	(All varieties)	Ornamental
<b>Itea</b>	(All varieties)	Ornamental
<b>Japanese Cedar</b>	Cryptomeria japonica	Screen, ornamental
<b>Japanese Maple</b>	Acer palmatum	Shade, ornamental
<b>Japanese pagodatree</b>	Sophora japonica	Ornamental, shrub
<b>Japanese pieris</b>	Pieris japonica	Ornamental, shrub
<b>Japanese Umbrella Pine</b>	Sciadopitys verticillata	Screen, ornamental
<b>Japanese Zelkova</b>	Zelkova serrata	Shade, canopy, ornamental
<b>Juniper</b>	Juniperus (all varieties)	Screen, ornamental, shrub
<b>Katsura Tree</b>	Cercidiphyllum japonicum	Shade, canopy, ornamental
<b>Kentucky Coffeetree</b>	Gymnocladus dioica	Shade, canopy, ornamental
<b>Lacebark Elm</b>	Ulmus parvifolia	Shade, canopy, ornamental
<b>Leyland Cypress</b>	Cupressocyparis x leylandi	Screen, ornamental
<b>Linden</b>	Tilia (all varieties)	Shade, canopy, ornamental
<b>London Plane Tree</b>	Platanus acerifolia	Shade, canopy, ornamental

<b>Meyer Lilac</b>	Syringa meyeri 'Palibin'	Ornamental
<b>Mugo pine</b>	Pinus mugo	Ornamental
<b>Northern Bayberry</b>	Myrica pensylvanica	Ornamental
<b>Paperbark Maple</b>	Acer griseum	Shade, canopy, ornamental
<b>Paw Paw</b>	Asimina triloba	Shade, canopy, ornamental
<b>Persian parrotia</b>	Parrotia persica	Ornamental
<b>Purple Plum</b>	Prunus cerasifera	Ornamental
<b>Red Maple</b>	Acer rubrum	Shade, canopy, ornamental
<b>Red Oak</b>	Quercus rubra	Shade, canopy, ornamental
<b>Rhododendron</b>	(All varieties)	Ornamental
<b>River Birch</b>	Betula nigra	Shade, canopy, ornamental
<b>Saucer Magnolia</b>	Magnolia x soulangiana	Shade, canopy, ornamental
<b>Sawtooth Oak</b>	Quercus acutissima	Shade, canopy, ornamental
<b>Scarlet Oak</b>	Quercus coccinea	Shade, canopy, ornamental
<b>Slender Deutzia</b>	Deutzia gracilis	Ornamental, shrub
<b>Sourwood</b>	Oxydendrum arboreum	Shade, canopy, ornamental
<b>Spirea</b>	(All varieties)	Ornamental, shrub
<b>Spruce</b>	Picea (all varieties)	Screen, ornamental
<b>Standard Nandina</b>	Nandina domestica	Ornamental, shrub
<b>Star Magnolia</b>	Magnolia stellata	Shade, canopy, ornamental
<b>Sugar Maple</b>	Acer saccharum	Shade, canopy, ornamental
<b>Swamp Chestnut Oak</b>	Quercus michauxii	Shade, canopy, ornamental
<b>Sweet Mockorange</b>	Philadelphus coronarius	Ornamental, shrub
<b>Sweetgum</b>	Liquidambar styraciflua	Shade, canopy, ornamental
<b>Thornless Honey Locust</b>	Gleditsia triacanthos inermis	Shade, canopy, ornamental
<b>Tuliptree</b>	Liriodendron tulipifera	Shade, canopy, ornamental
<b>Viburnum (Evergreen)</b>	Crataegus viridis	Screen, ornamental, shrub
<b>Vicary privet</b>	Ligustrum x vicaryi	Ornamental, shrub
<b>Weeping Beech</b>	Fagus pendula	Shade, canopy, ornamental
<b>Weigela</b>	(All varieties)	Ornamental, shrub
<b>Western Arborvitae</b>	Thuja plicata	Screen, ornamental
<b>White Fir</b>	Abies concolor	Screen, ornamental
<b>White Fringetree</b>	Chionanthus virginicus	Ornamental, shrub
<b>White Oak</b>	Quercus alba	Shade, canopy, ornamental
<b>White Pine</b>	Pinus strobus	Screen, canopy
<b>Willow Oak</b>	Quercus phellos	Shade, canopy, ornamental
<b>Witchhazel</b>	Hamamelis vernalis	Ornamental, shrub
<b>Yellowwood</b>	Cladrastis kentukea	Shade, canopy, ornamental
<b>Yew</b>	Taxus (all varieties)	Screen, ornamental, shrub

**REVISION HISTORY**  
**AGREEMENT AND REQUIREMENTS FOR NEW HOME CONSTRUCTION**

<b>Revision</b>	<b>Date Approved</b>	<b>Subject</b>	<b>Paragraphs Changed</b>	<b>Initialed for LHCC Records Entry by:</b>
<b>Original V1.0</b>			<b>all</b>	
<b>Version 2.0</b>	<b>March 24, 2009</b>	<b>Bond revocation paragraph reformatted</b>	<b>Section C, 2, 1</b>	
		<b>Reformatted</b>	<b>All</b>	
<b>Version 3.0</b>	<b>February 22, 2011</b>	<b>Removal</b>	<b>A.1.b</b>	
<b>Version 4.0</b>	<b>July 26, 2011</b>	<b>Water Conservation</b>	<b>Removed B.2.k (1) thru (3)</b>	
<b>Version 5.0</b>	<b>Sept. 25, 2012</b>	<b>Definitions d and f; HOA Fees Collection; Enforcement Procedures; Reconsideration Process</b>	<b>Section A, 2 c (1), (2) and (6), and 3 d, e and f; Section B, 1 c, k(2) and o; 2 m; Section C, 4 f and g added; Added 5 (all); 6 a(1) added and 6 a(3) revised.</b>	
<b>Version 6.0</b>	<b>April 24, 2015</b>	<b>Roof Eaves Minimum</b>	<b>Section B, 3.a.(3)</b>	
<b>Version 6.1</b>	<b>October 1, 2016</b>	<b>No Changes; Addition of Agreement for Building Construction</b>		
<b>Version 7</b>	<b>April 25, 2017</b>	<b>Violation Levels Definitions, Tree Removal, Glossary, Appendix, Revised Agreement</b>	<b>Section A, 3, b,c,d,e,f,g Section B, 2, g,h,i,j,k,l,m Appendix 3</b>	

## AGREEMENT FOR NEW HOUSE CONSTRUCTION

This Agreement for New House Construction ("Agreement") is made and entered into as of \_\_\_\_\_ (Date) by and between \_\_\_\_\_ ("Member"), \_\_\_\_\_, Member's Contractor ("Contractor"), and Lake Holiday Country Club, Inc., A Virginia corporation ("LHCC").

### RECITALS:

WHEREAS, LHCC is an automatic membership Property Owners' Association as defined by the Code of Virginia, upon which authority is granted by the Deeds of Dedication, and recorded in the land records of Frederick County, Virginia, to manage, regulate and control through covenant restrictions the use and maintenance of all Lots in all Sections of the Lake Holiday Estates Subdivision ("LH"); and

WHEREAS, All Owners of a Lot in LH, including Member, are required to comply with the Governing Documents of LHCC, including but not limited to the Deeds of Dedication, Articles of Incorporation, Bylaws, Policies, Rules, and Regulations and Agreement and Requirements for New House Construction; and

WHEREAS, LHCC is managed by a Board of Directors ("BOD") who exercises all powers, duties, and authority vested or delegated to LHCC by the Deeds of Dedication, Articles of Incorporation, and Bylaws, and has employed a common interest community manager, commonly referred to as the General Manager ("GM"), to provide management services to the community; and

WHEREAS, The BOD has appointed an Architectural Committee to create an Agreement and Requirements for New House Construction to ensure that new construction is consistent with the LHCC Governing Documents, and has authorized the Architectural Committee and the GM to exercise rights vested in the Deeds of Dedication, and oversee the performance and provide for the enforcement of the Agreement and Requirements for New House Construction; and

WHEREAS, Member desires to build a single family house on Lot \_\_\_\_\_, Section \_\_\_\_\_, Lake Holiday Estates ("Lot"), of which Member is the record Owner; and

WHEREAS, LHCC desires compliance with and enforcement of the LHCC published Agreement and Requirements for New House Construction and Lot Development and Site Plans submitted to and approved by the Architectural Committee for the Lot.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants of Member, Contractor, and LHCC contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals set forth above are incorporated herein as if fully restated.
2. The Member and the Contractor have received a copy of the Agreement and Requirements for New House Construction, approved by the Board on April 25, 2017 and both parties have read and understand all terms, procedures and provisions supplied within.
3. The Initial Construction Enforcement Procedures violation sums are agreed upon by the Member and the Contractor to be liquidated damages that the Member will suffer by the default of this Agreement and not by way of penalty.
4. The Member and the Contractor agree to comply with the Agreement and Requirements for New House Construction, the Conformance Bond requirements, and the Enforcement provisions contained therein with respect to the Lot as well as all other LHCC Governing Documents, Policies, Rules, and Regulations.
5. All notices, requests, or demands to and between the parties shall be in writing and shall be effective (a) when delivered in person to the recipients named below, or (b) five days if mailed by postage paid, certified mail return receipt requested addressed to Lake Holiday Country Club, 231 Redland Road, Cross Junction, VA 22625, and to Member at his residence as shown in records of LHCC.
6. This Agreement is the entire Agreement among the parties and, when executed by the parties, supersedes all prior agreements, understandings, and communications, either verbal or in writing, between the parties with respect to the subject matter contained herein.
7. This Agreement may not be amended, modified or changed except by written instrument signed by all of the parties.
8. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives, successors and permitted assigns.
9. Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of any subsequent or other failure.
10. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to choice of law principles.



11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Member:

\_\_\_\_\_Name

\_\_\_\_\_Signature

\_\_\_\_\_Lot \_\_\_\_\_Section

\_\_\_\_\_Street Address of New  
House

Contractor:

\_\_\_\_\_Name

\_\_\_\_\_Signature

\_\_\_\_\_Title

Lake Holiday Country Club, Inc.

\_\_\_\_\_Signature

\_\_\_\_\_Title

**Please complete, sign and send this Agreement, together with application and plans for new construction, to the General Manager of LHCC, Inc., 231 Redland Rd, Cross Junction, VA**