

**DISCLOSURE PACKET FOR**

**OWNERS OF PROPERTY IN THE**

**OVERLOOK MOUNTAIN PROPERTY OWNERS**

**ASSOCIATION**

**PAGE COUNTY, VIRGINIA**

# OVERLOOK MOUNTAIN PROPERTY OWNERS ASSOCIATION

## OFFICERS FOR FY 2000

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# PROTECTIVE COVENANTS FOR OVERLOOK MOUNTAIN,

## SECTION I AND SECTION II

(Revised 6/00)

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This subdivision shall be subject to the following protective covenants; which said covenants are to run with the land.

1. The grantors hereby dedicate to the use of the property owners, and public utility and service companies, all the rights of way shown on the attached plate. It is intended that these rights of way not be used for the use of the general public.

To Give Access to All Lots.

2. The grantor or its assigns may assess each tract owner an annual fee for the upkeep and maintenance of the roads within all sections of the subdivision, and such other common facilities as the grantor may provide therein according to the following schedule based on survey acres:

Tracts up to 3.01 acres — \$61.23 per tract per year

Tracts from 3.02 acres to 7.00 acres — \$91.64 per tract per year

Tracts over 7.01 acres — \$122.45 per tract per year

The grantor or his assigns may increase the road maintenance fee by not more than 10% per year to cover the increase in maintenance costs.

The maintenance of roads will include snow removal only when the said maintenance fund has enough money to provide that service and the grantor or his assigns deem it advisable to provide a snow removal service.

If the tract owner subdivides his tract under the terms of covenant No. 10 below, the new tract or tracts and the remaining tract will be assessed according to the above schedule and the deed conveying any re-subdivided tract must reflect the road maintenance fee. The rights and responsibilities as created by this paragraph may be delegated or assigned by the grantor to a committee of property owners within said subdivision, elected by the property owners, and any assessment and levy shall be payable on or before the 31st day of January next following the purchase of said tract, and on or before the 31st day of each year thereafter. Where more than one tract is owned by a party or parties, in the event of resale by them of one or more of said tracts, then the obligation to pay said tracts without any provisions therein specifically so provide.

2A. Lot No. 5 herein, containing 18.53 acres shall have an annual fee of \$150.00. This applies only to Overlook Mountain, Section II.

To provide funds for road maintenance.

3. The grantors reserve unto themselves, their heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right of way therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any said tracts, and fifteen (15) feet wide at any point along the right of way lines of any road or street within the subdivision.

To provide public utility access to each lot.

4. No building of a temporary nature shall be erected or placed on any said tracts except those customarily erected in connection with building operations; and in such cases, for a period not to exceed four months.

To assure access by public utilities.

5. Not more than one residence shall be erected on any one tract, and it shall contain a minimum of 480 square feet on the main floor. This shall not include basement, garage, porch, or carport. All exterior construction must be completed and closed within eight (8) months of the commencement of construction. No part of any lot sold by the grantors may be sold or used as a road or as a right of way to any property outside of said subdivision. This restriction shall not apply until said tracts are sold by the grantors.

To prevent multiple family dwellings and the building of shacks. To prevent adjoining landowners from using subdivision roads.

6. All of said tracts shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said tract.

To maintain appearance of buildings and property values.

7. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any said tract herein designated, nor upon any building erected thereon, except directional and information signs of grantors.

To maintain natural beauty.

8. No building shall be erected closer than 35 feet to any street or road, nor closer than 20 feet to the side or rear of the tract line, with the exception that where two or more tracts are used together for the construction of one dwelling, then said 20 feet set back shall apply only to the outside line.

To assure public utility rights of way and the maintain property values.

9. All toilets constructed on said tracts shall conform to the regulations of the County and State Health Department, and be placed in a secluded area whenever possible.

To prevent health hazards.

10. Tracts may be re-subdivided so long as the new tract or the remainder of the original tract contains at least 1.01 acres by survey, and the re-subdivision meets minimum County health, zoning and subdivision requirements.

To prevent overcrowding.

11. The use of trailers within said subdivision are unauthorized, except for the use of temporary camping trailers.
12. 12" diameter culverts must be used in all driveways leading from main subdivision roads.

To prevent road drainage ditches from being blocked.

13. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said tracts.

To maintain property values and appearance.

14. Nothing herein is to be construed to prevent grantors from placing further covenants or easements on any tract in said subdivision which shall not have already been conveyed by them.

To allow for additional covenants if needed.

15. Invalidation of any one of these covenants by judgement or court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

# BY-LAWS OF THE OVERLOOK MOUNTAIN PROPERTY OWNERS ASSOCIATION

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## Article One

### Membership

#### Section 1

##### Qualifications of Membership

There will be one class of members made up of the fee simple owners of lots within OVERLOOK MOUNTAIN Subdivision, Sections 1 and 2. Upon termination of the fee simple ownership of a lot, the membership will automatically cease.

#### Section 2

##### Voting

Each member will be entitled to vote for each lot owned within OVERLOOK MOUNTAIN Subdivision, Sections 1 and 2. The right of any member to vote will be continued contingent upon his dues being paid and current. A member is defined as a family unit owning at least one lot as defined in the Subdivision covenants. Multiple ownership of a lot will not allow fractional votes, i.e., each lot is entitled to one vote. The vote of a lot owned by multiple owners will be cast by the owner or owners representing a majority of the ownership interest of such multiply owner lot that is present and voting, in person or by proxy.

#### Section 3

##### Fees

Subject to the limitations of the PROTECTIVE COVENANTS FOR OVERLOOK MOUNTAIN SECTIONS 1 AND 2, the Property Owners will have the authority to set annual fees. The Secretary will send each property owner a statement of his dues for the ensuing year. Each owner of a lot owned by multiple owners will be liable for the entire amount of the annual fee for such lot. An owner who has not paid all fees that are due does not have the right to vote at Property Owners Meetings.

#### Section 4

##### Meetings

###### *Annual Meeting:*

The Annual Meeting of the Property Owners will be held on the Saturday before Memorial Day on Overlook Mountain in each year. The Secretary will mail written notice of every meeting to each Property Owner at least ten (10) days prior to the date of the meetings.

###### *Special Meetings:*

Special membership meetings may be called by the President or by a majority vote of the members of the Board

of Directories, and will be called by the Secretary upon the receipt of a petition signed by owners in good standing of one third (1/3) of the lots. Written notice of a special meeting will be mailed by the Secretary at least ten (10) days prior to the date of the meeting, and the notice will state the purpose of the meeting. No other purpose will be transacted at such special meeting.

*Quorum:*

There is no quorum for Property Owners meetings.

*Place, Date and Hour:*

All meetings of the Association, whether Property Owners meetings or meetings of the Board of Directors, will be on Overlook Mountain or within ten miles of Overlook Mountain. The person authorized to call a meeting will designate the place, date and hour of such meeting. At the Annual Meeting of the Property Owners, the Property Owners will designate the place, date and hour of the next Annual Meeting. Such designation may be amended by a majority vote of the Property Owners at a properly called special meeting or by a majority of the Board of the Directors. The Secretary will send notice of any changes under the requirements of the first two paragraphs of this section.

**Section 5**

**Termination of Membership**

Upon termination of the fee simple ownership of a lot, the membership in the Property Owners Association will automatically cease. An owner who is delinquent in the annual fees assessed to such Owner's lot or lots will remain a member of the Property Owners Association, but will not be a member in good standing.

**Article Two**

**Directors and Officers**

**Section 1**

**Board of Directors**

The Board will be comprised of the President, the Vice-President, the Secretary, the Chairman of the Road Maintenance Committee and three other persons. Only members in good standing are eligible to be members of the Board. The three other persons are elected for three year terms which will be staggered so that one director is elected at each Annual Meeting. The President, the Vice-President, the Secretary, and the Chairman of the Road Maintenance Committee will be elected for one year terms at the Annual Meeting.

The Board of Directors, upon receiving the report of the Secretary on delinquencies and liens, will vote on whether to institute suit to enforce such lien. The decision to institute suit lies in the sound discretion of the Board after considering the requirements of Virginia Code Section 55-516. Any Director who has a personal interest in the suit being considered must refuse to vote. If there is no quorum of the Board without personal interest in the suit, the Property Owners may institute suit at any properly called Property Owners Meeting.

**Section 2**

**Officers**

There will be four officers: the President; the Vice-President; the Secretary; and the Chairman of the Road Maintenance Committee.

The President will preside at all meetings of the Property Owners and all meetings of the Board of Directors and will perform such other duties as are incident to the office or are properly required of him by the Board of Directors.

The Vice-President will exercise the authority of the President in his absence and perform such other duties as may be assigned to him by the President or the Board of Directors.

The Secretary will be responsible for recording the minutes of all membership and Board meetings maintaining such other records as may be required of him/her by the President or the Board, as well as the Association Disclosure Packet required by Virginia Code §55-512 and such other records required by law. The Secretary will have charge of the correspondence, notify members of meetings, notify officers and directors of their election to office, keep a roll of members with their addresses, and carry out such other duties incident to the office as the President may request or the Board may assign.

The Secretary will also collect all monies due or belonging to the Association. The Secretary will deposit the same in a bank designated by the Board in the name of the Association. The books will at all times be open to inspection by the Board, and he/she will report to the Board at every meeting the condition of the Association's finances and every item of receipt or payment not reported before. At the Annual Meeting, the Secretary will render an account of all monies received and expended during the previous fiscal year and report the status of all delinquencies and liens. The Board will direct an Annual audit of the books.

The Secretary will perfect security liens in accordance with Virginia Code Section 55-516 and report to the Board at each meeting and to the Property Owners at each annual meeting the status of all delinquencies and liens.

The Chairman of the Road Maintenance Committee will be responsible for the upkeep of the road owned by the Property Owners Association. The Chairman will be subject to the resolutions of the Board of Directors and the directions of the President.

### **Section 3**

#### **Elections**

the candidate receiving the greatest number of votes for each office will be declared elected.

### **Section 4**

#### **Meetings**

*Regular:*

Regular meetings of the Board of Directors will be held at least once per year at a date, hour, and place to be determined by Board resolution. The Secretary will mail written notice of each meeting to each director at least five (5) days prior to the meeting.

*Special:*

Special meetings of the Board may be called by the President, and will be called by the Secretary upon the receipt of a written request signed by at least four members of the Board. The Secretary will mail written notice of such meeting at least seven (7) and not more than twenty-one (21) days prior to the date of the meeting. Any such notice will state the purpose of the meeting and no other business will be transacted there.

*Quorum:*

a quorum for a meeting of the Board will be a majority of the Board.

## **Section 5**

### **Vacancies**

Any vacancies occurring on the Board or among the officers during the year will be filled until the next Annual Meeting of the Property Owners by a majority vote of the Board at its first meeting following the creation of such vacancy except that a vacancy in the office of President will be automatically by the Vice-President and the resulting vacancy in the office of Vice-President will be filled by the Board. At the next Annual Meeting of the Property Owners, the vacancy will be filled for the unexpired term, if any, by a majority vote of the lots present and voting at such meeting.

## **Section 6**

### **Indemnification**

The Association will indemnify each officer or director of the Association against all claims, liabilities, judgements, settlements, costs and expenses, including all attorney fees imposed upon or reasonably incurred by or imposed upon him in performance of his duties as an officer or director of this Association. Such officer or director will not be indemnified for expenses as to which the officer or director has been adjudged grossly negligent or adjudged to have committed willful misconduct. Where there has been no such adjudgement, the Board will indemnify such officer or director only upon receiving advice that such officer or director was not grossly negligent and did not commit wilful misconduct or that a settlement is in the best interest of the Association. The Board may give such advice only if the person to be indemnified is not a member of the Board. Otherwise, the Board will appoint an independent counsel to render such advice. Such right of indemnification will not be exclusive of any rights to which the officer or director may be entitled under any contract, agreement, vote of the membership or otherwise.

## **Article Three**

## **Committees**

### **Section 1**

The Board may appoint standing or special committees to advance the work of the Association in such matters as it sees fit. Such committees are always subject to the final authority of the Board. The Board will maintain a Road Maintenance Committee at all times. At least one member of each committee will be a member of the Board of Directors. All members of each committee must be members in good standing of the Association.

### **Section 2**

Any committee appointment, except Chairman of the Road Maintenance Committee, may be terminated by a majority vote of the full membership of the Board upon seven (7) days written notice to the appointee; and the Board may appoint successors to those appointees whose services have been terminated.

# Article Four

## General Provisions

### Section 1

#### Calendar

The fiscal year of the Association will begin on the first day of May and end on the last day of April in each year.

### Section 2

#### Amendments

Amendments to the by-laws may be approved by 75% of the membership present and voting at any properly called Property Owners Meeting.

## Article Five

### Dissolution

The Association may be dissolved at any time by more than two-thirds (2/3) of the membership in good standing. In the event of the dissolution of the Association in any manner, none of the assets will be distributed to any member, but will be held by the last directors as a Trust Fund for the maintenance of the roads and right-of-ways. The assets of the Association may also be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to similar purposes.

