

LONG BRANCH SHORES

Owned and Developed By
Tanglewood Land Company, Inc.,
A Virginia Corporation

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants (the Covenants) is made as of January 25, 1989, by Tanglewood Land Company, Inc., a Virginia corporation (the Developer).

WHEREAS:

A. The Developer is the owner of a tract of real property and appurtenances situate in LaCrosse Magisterial District, Mecklenburg County, Virginia, specifically described in Article II of this Declaration (the Property), which it has subdivided into residential, recreational lots with streets and limited recreational facilities (the Subdivision) for the beneficial use and enjoyment of its successors and assigns and their guests; and

B. To preserve the values and promote the amenities of the Property and to provide for the administration, operation, and maintenance of the streets, roads, and recreational lands (collectively, the Common Property), it desires to and hereby subjects the Property to certain restrictions, easements and liens that it deems beneficial to the Property and the subsequent purchasers and owners thereof; and

C. It has incorporated Long Branch Shores Property Owners Association, Inc., a Virginia non-stock, non-profit corporation (the Association) to which it hereby delegates and assigns the duty the power:

1. To maintain, administer and operate the Common Property;
2. To administer and enforce the Covenants together with other persons or legal entities who now have or who may acquire subsequently ownership of the Property or any portion thereof; and
3. To collect and disburse the dues and assessments mentioned in the latter provisions of the Covenants; and
4. To perform such other acts and duties as may or might be required, necessary or desired, to the end that the value of the Property and the welfare of the owners and their guests will be promoted, protected and enhanced.

NOW, THEREFORE, the Developer declares that the Property and the Subdivision shall be held, sold, and conveyed by it, its successors and assigns and shall be owned, occupied, used, and enjoyed by the subsequent purchasers thereof, their successors and assigns, subject to the restrictions, reservations, easements, liens, assessments and encumbrances (the Covenants) hereinabove or hereinafter mentioned, together with such amendments and/or additions thereto as may be incorporated herein subsequently by reference.

ARTICLE I.
DEFINITIONS

Section 1. The following words, when used in the Covenants (unless the context shall prohibit) shall have the following meaning:

(a) "*The Association*" shall mean and refer to Long Branch Shores Property Owners Association, Inc., a Virginia corporation.

(b) "*The Property*" shall mean and refer to all lands described in Article II and land subsequently incorporated into the Subdivision as provided in Article II., Section 2, *infra*.

(c) "*Original Lot*" shall mean that land shown on the original recorded subdivision map of the Property.

(d) "*Residential Lot*" shall mean:

Lots 1-38, inclusive, Long Branch Shores, as shown on a plat of survey prepared by Crutchfield & Associates, Inc., (Crutchfield) dated April 19, 1988 (File No. 154-87) (the Plat) recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia (the Clerk's Office) in Plat Book 5, Pages 176-177, inclusive; and any lot or other parcel or tract of real property subsequently added to the Subdivision. Residential Lots shall be used exclusively for single or duplex family residential purposes.

(e) "*Owner*" shall mean and refer to the person or legal entity, including the Developer, having a legal or equitable interest in any Residential Lot whether or not such interest is acquired by deed, contract, Will, or intestate descent. The term shall not include, however, mortgagees, judgment liens creditors, or other lien holders.

(f) "*Legal Entities*" shall include, but shall not be limited to corporations, partnerships, associations, churches, governmental agencies, municipalities, counties, states, or the United States of America, or any agency or political subdivision of either.

(g) "*Member*" shall refer to those association members as provided in Article III., Sections 1 and 2 of the Covenants.

(h) "*Common Property*" shall mean and refer to the access easement to and the streets and roads in the Subdivision and the designated Boat Ramp, Access Way, and Parking Area, and Wilderness Areas shown on the Plat as Tanglewood Land Company, Inc., and is dedicated to the common use and enjoyment of the Owners of Residential Lots whether title is held by the Developer or the Association. Common Property shall not include, and expressly excludes, the well lots shown on the Plats and all wells, pumps, tanks, and distribution lines.

(i) "*Set Back Line*" shall mean and refer to the building set back line of each Residential Lot shown on the Plat or as provided in Article III., Section 2 of the Covenants.

(j) "*Duplex*" or "*Duplex House*" shall mean and refer to a residential house having separate living accommodations for two families.

(k) "*Access Easements*" shall mean and refer to the real property described in Article II. Section 1 (B) upon which a portion of the main access roadway to a portion of the Property is or may be located at any

time and from time to time.

(1) "*Clerk's Office*" shall mean the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia.

ARTICLE II.

A. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. (A) Real Property (Fee Simple)

All those certain lots or parcels of real property together with improvements thereon and appurtenances thereunto belonging (collectively, the "Property") situate in LaCrosse Magisterial District, Mecklenburg County, Virginia, more particularly shown, designated, and described as:

Lots 1-38, inclusive, area designated as "Tanglewood Land Co., Inc.", all streets and roadways, and all rights and privileges incident thereto as shown on a plat of survey prepared by Crutchfield & Associates, Inc., (Crutchfield) dated April 19, 1988, (File No. 154-87) consisting of two sheets (the Plat) recorded in the Clerk's Office in Plat Book 5, Pages 176-177, inclusive;

BEING a portion of the real property conveyed the Developer by deed of Champion International Corporation, a New York corporation, dated April 8, 1988, recorded in the Clerk's Office in Deed Book 364, Page 124.

Section 1. (B) Easements

A nonexclusive perpetual right, privilege, and easement of right of way to construct, operate, repair and maintain roadways and public or private utilities over, across, along, and through those parcels of real property shown, designated, and described on a plat of survey prepared by Crutchfield and Associates, Inc., dated February 24, 1988, revised April 20, 1988, and November 30, 1988 (File No. 154-87B-123) (the plat), recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia (the Clerk's Office) in Plat Book 5, Page 256, conveyed Tanglewood Land Company, Inc., a Virginia corporation, by deed of:

A. Corene T. Clary, et ux., dated December 5, 1988, recorded in the Clerk's Office in Deed Book 374, Page 265; and

B. William B. Thomas, unmarried, dated December 5, 1988, recorded in the Clerk's Office in Deed Book 374, Page 268.

Section 2. (A) Additional Land

The Developer, its successors and assigns, at any time, and from time to time prior to December 31, 1997, shall have the free and unrestricted right:

A. To add other land (the Additional Land) to the Subdivision; and

B. To amend, supplement, restate or modify the Covenants as it deems necessary to reflect the same or different character or permitted use of the Additional Land.

The Additional Land shall be incorporated into the Subdivision; subjected to the Covenants, and the Covenants may be amended, supplemented, modified, or restated with reference to the Additional Land by Supplemental Declarations of Protective Covenants (the Supplemental Covenants), duly executed by the Developer and recorded in the Clerk's Office.

The Supplemental Covenants shall not revoke, modify, or otherwise amend the Covenants as to the Real Property described this Article II., Section 1 (A). Additional Land shall be expressly subject to the Assessments set forth in Article V. of the Covenants.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Each Residential Lot shall include as an appurtenance thereto membership in the Association and each Co-Owner shall be an Association member.

Section 2. Voting Rights.

Each Residential Lot shall include as an appurtenance thereto one, and only one, vote in all Association matters. The vote shall be cast as the Owners determine, but in no event and under no circumstances shall more than one vote per Residential Lot be cast in the Association affairs.

The Owners shall designate their voting representative, in writing, with the Association secretary. The designation may be general or restricted.

If no designation is received by the Association's secretary prior to the several meetings of the Association, the secretary may recognize anyone of the Owners as the Owners' representative; receive and record the vote as cast by the person so recognized.

Section 3. Proxy Votes.

Proxy votes shall be permitted at any regular or special meeting of the Association.

Section 4. Quorum.

A majority of the representatives of the Residential Lots Present, in person or by proxy, at any duly called meeting of the membership shall constitute a quorum for the purpose of electing directors and transacting such other business as may come before the meeting.

Section 5.

The Developer shall have and enjoy one vote per Residential Lot in the Subdivision so long as the Residential Lots are owned by the Developer as part of its inventory.

ARTICLE IV.

PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Members Easement of Enjoyment.

Subject to provisions of Section 3. of this Article and Section 2. of Article III., each Residential Lot shall include as an appurtenance thereto, membership in the Association and the right to the use and enjoyment of the Common Property.

Section 2. Title to and Control of Common Property.

The Developer may retain title to and control of the Common Property or any portion thereof until, in its opinion, the Association is able to maintain and operate the same. The Developer shall convey the Common Property to the Association and divest itself of control not later than December 31, 1991. The Developer may, at any time, delegate and assign to the Association such functions, duties and responsibilities pertaining to

maintenance and operation of the Common Property as it considers appropriate and conducive to the welfare of the Subdivision. The Developer shall convey the Common Property to the Association subject to the Covenants. Property designated as Common Property is for the mutual enjoyment of the Developer and the Owners and is subject to the terms and provisions, conditions and restrictions of the Covenants.

Section 3. Subordination of Members' Interest.

The rights and easements of enjoyment hereby created are and shall be subject to the following:

(a) The right of the Developer or the Association from time to time and at any time to borrow money to develop, maintain, or improve the Common Property and to encumber the Common Property as security for such debt. The members' rights to and use of the Common Property shall be subordinate to any Purchase Money Deed of Trust given by the Developer or the Association or any Deed of Trust given by the Developer or the Association as security for funds borrowed for the development or maintenance of improvements to the Common Property whether or not the Deed of Trust is in existence as of the date of this Declaration or is made by the Developer or the Association subsequent to the date hereof;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

(c) The right of the Association or Developer to levy special assessments in addition to the annual assessment, hereinafter provided, for maintenance of or improvements to the Common Property.

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien.

Subject to the later provisions of this Article, an annual assessment (the Assessment) is hereby established and levied on each Residential Lot. The Assessment shall not apply to any Residential Lot owned by the Developer and held by it in its original inventory of unsold lots in the Subdivision. The Assessment shall not apply to any Residential Lot reacquired by the Developer by repurchase, reconveyance, or repossession.

The Assessment, is hereby made, and shall remain a continuing lien on the Residential Lots.

In addition, the Assessment shall remain the joint and several personal obligation of the Owners, their successors and assigns.

To the extent not prohibited by applicable law, the lien of and the personal obligation to pay the Assessment shall include:

- a. the principal amount thereof; and
- b. interest at 10% per annum from and after the due date (hereinafter defined) thereof; and
- c. a late payment charge of 50% of the principal amount of the Assessment if it is not paid within thirty (30) days after its due date; and
- d. all Court costs incurred by the Association in the collection of any unpaid Assessment (principal, interest and penalty); and
- e. attorney fees of 33 1/3% of the total amount of the Assessment including principal, interest and penalty.

Section 2. Purpose of the Assessment.

The Assessment shall be used by the Developer and/or Association:

- a. to maintain, renovate, improve, operate and administer the Common Property; and
- b. to construct, maintain, renovate, operate and administer such additional common property as the Developer and/or the Association may so designate from time to time;

for the benefit and enjoyment of the Owners to the end that the value of the Property shall be protected, promoted and enhanced. In the interest of clarity, the Roads (hereinafter defined) are of graded, gravel construction. The wearing surface is twenty feet wide, three inches deep, and provides two traffic lanes for conventional vehicles. The covenant of maintenance herein contained shall be deemed to mean that the Roads shall be maintained to reasonably and seasonably afford access to each lot in the Subdivision by conventional motor vehicles. Road maintenance is and shall be given first priority. The Developer reserves the right to tar and gravel or pave the Roads or portion thereof according to the provisions of its Real Estate Purchase Agreement for sale of the Residential Lots in the Subdivision.

The Common Property shall be maintained in a reasonable, prudent and slightly manner and shall be kept reasonably free of trash, debris, and refuse.

Additionally, the Assessment shall be used for the payment of taxes and insurance upon or with reference to the Common Property.

Section 3. Amount of Annual Assessment - Due Date.

The annual Assessment shall be: (Change dated October 10, 2005)

- a. \$150.00 per single family lot
- b. \$300.00 per duplex family lot

The assessment shall be due and payable, in advance, on February 15 of each year; the assessment shall not be prorated for any portion of any year.

Section 4. Annual Assessment - Increase.

The Board of Directors of the Association, (which shall be controlled by the Developer until a majority of the Residential Lots have been sold), may increase the Assessment upon thirty (30) days prior written notice to the Owners, but the amount of any increase shall not exceed 25% of the then current assessment in any annual assessment period.

Section 5. Special Assessment - Establishment - Levy.

The Board of Directors of the Association may, by resolution adopted at any regular or special meeting, propose a special assessment which shall be submitted to the membership for approval at any regular or special meeting of the Members. The notice of any meeting of the Members at which a proposed special assessment will be considered shall be given, in writing, to each member at least 15 days, but not more than 30 days, prior to the meeting and shall state the time, place and purpose of the meeting. The Resolution shall state the purpose of the proposed special assessment, the amount, duration and due date thereof.

The proposed special assessment shall be deemed inactive and shall become a lien on each Residential Lot in the Subdivision and shall be the personal obligation of each lot owner upon approval of a majority of the

voting members present in person or by proxy at any meeting of the membership which is held in accordance with the provisions of this section.

The special assessment, if enacted, shall apply equally to each Residential Lot excluding, however, those held by the Developer in its original unsold inventory and to those repurchased or reacquired or repossessed by it.

Section 6. Quorum.

A quorum for any meeting of the membership shall be those Members present, in person or by proxy, at any duly called meeting notice of which shall have been sent as required by the applicable provisions of the Covenants, the Articles of incorporation, By-Laws of the Association, or applicable law.

Section 7. Duties of the Board of Directors.

The Board of Directors of the Association shall prepare a roster of properties and assessments applicable thereto at least 15 days in advance of the due date of the Assessment. The roster shall be kept at the office of the Developer or the Association and shall be open to inspection by any Member during business hours.

The Developer or the Association shall send an annual notice of the Assessment to each owner of record on or before February 1 of each year commencing February 1, 1990. The association shall send a notice of any special assessment to each member within 15 days next after the enactment of any such assessment. Failure of the Developer or the Association to send the notice of assessment (annual or special) shall in no way abrogate the lien of the Assessment nor the personal obligation of the Owner for the payment of same.

Section 8. Nonpayment of Assessment, Annual or Special - Enforcement.

If any assessment, annual or special, remains unpaid more than 30 days beyond its due date as herein provided, the Association shall forthwith prepare and file, in the Clerk's Office a NOTICE OF DECLARATION OF LIEN, stating:

- a. the name and address of the property owner - debtor;
- b. the name and address of the Association;
- c. the source and basis of the lien;
- d. the amount of the lien (principal, penalty and interest rate);
- e. a description of the land to which the lien attaches;
- f. date on which the lien commenced; and
- g. such other information as may be required by law.

Thereafter, the Association may proceed by the then appropriate legal action, in law or in equity, in a Court of competent jurisdiction *in personam* against the Owner personally obligated to pay the same and/or *in rem* against the land to enforce the lien against the Owner or against the land to collect the Assessment.

Section 9. Subordination of Lien to Deeds of Trust, Mortgages and Taxes.

The lien of the Assessment is and shall be subordinated to:

- a. taxes levied by the United States of America, the Commonwealth of Virginia, the County of Mecklenburg or any governmental agency or political subdivision of either;

- b.to any Purchase Money Deed of Trust or mortgage;
- c.to any other Deed of Trust or mortgage executed as security for a valid debt;

d.to any valid mechanics or materialmans lien for work performed on or materials furnished in connection with improvements to any Residential Lot to the extent required by applicable law; provided, however, such subordination shall apply only to assessments which become due and payable prior to the sale of the Residential Lot to which it has attached in a foreclosure proceeding under the Deed of Trust or mortgage, or to a sale in a proceeding to enforce a tax lien, or to any other judicial proceedings to enforce the security interest of the person or legal entity entitled thereto.

Subsequent assessments shall not be affected adversely by any sale or transfer and shall not relieve the Residential Lot from liability therefor. The personal obligation of the Owner for payment of the Assessment shall not be terminated or otherwise affected by any sale under a foreclosure proceeding, whether or not the Assessment becomes due prior or subsequent to the foreclosure proceeding or sale.

Section 10. Exempt Property.

The following property shall be exempt from the Assessments, charges and liens created herein;

- a.All properties to the extent of any easement or other interest therein devoted to public use;
- b.All property defined in Article I., Section 1. (h) and Article IV., Section 2. hereof;
- c.All property exempt from taxation pursuant to the laws of the Commonwealth of Virginia or the United States of America to the extent of such exemption;
- d.Residential Lots owned or held by the Developer for sale as a part of its original unsold inventory and any reacquired by it by repurchase, reconveyance, or repossession.

ARTICLE VI.

CONSTRUCTION AND USE LIMITATIONS

Section 1. Residential Use and Construction Requirements (Conventional or Pre-fab Construction).

- (a) The Residential Lots shall be used for single or duplex family residential purposes only.
- (b) Excluding porches, garages, patios, carports and basements, single family and duplex family residences shall have a minimum of 800 square feet enclosed living area on the first or ground floor.
- (c) All building materials shall be new or structurally sound.

The exterior walls of all improvements shall be brick or wood or aluminum, vinyl or Masonite siding. No asphalt shingles, tarpaper, tin or similar building materials shall be used for the exterior walls of any improvements.

Concrete or similar blocks may be used for foundations but they shall not be employed as "above ground" exterior walls.

- (d) All dwellings must have solid wall foundations.
- (e) All structures shall be completed on the exterior and all grading, landscaping and seeding shall be complete within six months from commencement of construction.
- (f) No temporary structures of any nature shall be erected, located, occupied, used or maintained on any Residential Lot.

Section 2. Mobile Homes.

(a) Mobile Homes are permitted in the subdivision. Each mobile home unit must be at least twelve feet wide and fifty feet long. Every mobile home must be new; placed on a permanent foundation and underpinned or skirted.

(b) New double wide mobile units not less than 24 feet by 50 feet having a conventional A roof with a minimum overhang of one foot on all sides and ends, equipped with asphalt or similar roofing shingles are permitted on all Residential Lots in the Subdivision.

Section 3. Building Set Back Lines.

(a) Unless otherwise shown on the recorded subdivision plat as having a greater requirement, building set back lines are established as:

(1) Corner lots:

- a. Sideline (Street): 15 feet
- b. Front line (Street): 30 feet
- c. Sideline (nonstreet): 12 feet
- d. Rear line: 20 feet

(2) All other lots:

- a. Sidelines (nonstreet): 12 feet
- b. Front line (Street): 30 feet
- c. Rear line: 20 feet

(b) Set Back Lines, where shown on the recorded subdivision plat, shall supersede the foregoing and shall control building "set back".

Section 4. Location of Improvements.

Proposed improvements to or upon the Residential Lots must be submitted to and approved by the Mecklenburg County Health Department and/or the Building Inspector and the Architectural Control Committee of the Association, their successors or assigns, and such other agencies of the local, state, or federal government that have or may acquire jurisdiction in the premise.

Section 5. Advertising.

(a) The Developer, the Owners or the agents or representatives of either, may advertise Residential Lots for sale by use of one, on-site sign not larger than 2 ½ feet by 2 ½ feet, erected on the specific lot to which the sign relates.

(b) The Owner of any Residential Lot may display his name and/or address on one on-site sign not larger than one foot by two feet in diameter.

(c) All signs shall be new and shall be properly and adequately maintained as to construction and appearance.

(d) The Developer may erect and maintain one sign at the entrance to the Subdivision of such size, type and description and for such duration as it may desire for general advertising purposes.

Section 6. Livestock.

(a) No livestock, poultry, or animals shall be permitted in the subdivision except family household pets (dogs and cats). Household pets shall not be maintained for commercial purposes, and they shall not be permitted to interfere with the right of quiet enjoyment of other persons owning property in the subdivision.

Section 7. Garbage Containers.

(a) Trash, garbage, and other waste materials shall be kept in sanitary containers. Garbage cans and trash containers shall be kept in a clean, sightly, and sanitary condition.

Section 8. Fuel Containers.

(a) All fuel tanks and other containers shall be buried or concealed from the public view including the view of other Owners.

Section 9. Plumbing Facilities.

(a) All dwellings shall be equipped with inside plumbing facilities which shall conform to the minimum requirements of and shall be approved by the Code Enforcement Officers of Mecklenburg County, Virginia, and such other governmental agency having jurisdiction in the premise.

Section 10. Building Permits.

The Residential Lot owner must obtain at his separate and sole expense a building/improvements permit from the Code Enforcement Officer of Mecklenburg County, Virginia, before construction of improvements begins. Additionally, the Lot owner must comply with all federal, state, or local regulations governing lot improvements whether they now exist or are enacted subsequent to these Covenants.

Section 11. Easements.

(a) Utility Easements: Each Residential Lot and each street or roadway is subject to the following easement reservation in addition to those shown on the Plat, which the Developer or the Association may convey to public or private utilities or public or private service companies for electric, telephone, water, sewer, or gas service to the subdivision.

(1) Corner Lots:

Side (Street): 10 feet

Front (Street): 15 feet

Side Line (nonstreet): 5 feet

Rear Line: 15 feet

(2) All other Lots:

Side Lines: 5 feet

Front Line (Street): 15 feet

Rear Line: 15 feet

The easements may be used for the construction or maintenance of utility conduits, poles, wires, pipes or fixtures and shall include the right to trim or cut any trees, brush, shrubs or grass (Growth) which interferes, or threatens to interfere, with the construction or maintenance of the utilities whether or not the Growth is actually located upon or situate within the reserved area above. The utilities may be installed above or below the ground

(b) Drainage and Access Easements. Each lot is subject to a drainage easement for surface water 10 feet wide which extends along the entire length of the front, side, and rear lot lines. The easement is reserved to the Developer, its successors or assigns.

The Developer for it and its successors or assigns reserves the right to clear/grade, and maintain the drainage easements so as to afford physical ingress and egress over the easement area to, from, and within the Subdivision and any other property adjacent thereto.

ARTICLE VII.

ARCHITECTURAL CONTROL COMMITTEE

Section I. Review by Committee.

(a) No residence, outbuilding, fence, or wall shall be constructed or located on any Residential Lot nor shall any addition or exterior change to or modification of the Improvements be commenced until the plans and specifications therefor have been submitted to, and approved in writing, by the Association.

If no action is taken by the Association within thirty (30) days after submission of the plans and specifications, the request shall be deemed approved.

ARTICLE VIII.

UTILITIES

Section I. Water.

A central water system will be installed in the Subdivision from which water service will be extended to a boundary line of each Lot (the lot line) on or before December 31, 1990. The system which includes, well lots, the wells, storage and pumping facilities, trunk and distribution lines, will be owned and maintained by Fox Run Water Co., Inc., its successors or assigns (the Water Company). The Water Company is an affiliate of the Developer. The wells, pumping and storage facilities are to be located upon the "well lots" shown on the Plat. Neither the well lots nor the water system are or will be owned by the Association and neither will be conveyed to the Association.

Residential Lot Owners will pay to the Water Company a "hook on" fee of:

- (a) \$1,500.00 per single family lot; or
- (b) \$3,000.00 per duplex lot;

in advance when service is requested. Thereafter, the Owner shall pay a monthly usage fee of:

- (a) \$10.00 per single family lot; or
- (b) \$20.00 per duplex lot;

in advance to the Water Company. The monthly fee is subject to increase upon thirty days prior written notice. The Water Company has the right to establish its rates; to meter each lot; and to charge a reasonable fee for water used in excess of 3,000 gallons, per Residential Lot, per month.

If two or more Residential Lots are owned by the same person or legal entity, separate hook on fees shall be paid for each even if the lots adjoin. Connections shall be required for each Residential Lot and each lot (except those owned by the Developer upon which no improvements have been erected) shall be subject to the monthly usage fee after the connection is made following the Owners' request for the same.

The hook on fee shall be due and payable upon request for service. No service will be provided until the fee is paid in full.

THE WATER SERVICE WILL NOT AFFORD FIRE PROTECTION TO THE COMMUNITY.

The water system, when installed, will meet the minimum requirements of the Commonwealth of Virginia for single or duplex family domestic household purposes.

NO INDIVIDUAL WELLS, WATER SUPPLIES OR SYSTEMS ARE PERMITTED ON ANY LOT OR ANY GROUP OF LOTS IN THE SUBDIVISION. WATER SERVICE SHALL BE OBTAINED SOLELY FROM THE CENTRAL SYSTEM AND WILL BE OWNED BY THE WATER COMPANY.

ARTICLE IX.

SANITARY FACILITIES AND UTILITIES

Section 1. Privies Prohibited.

No outside toilet or privy shall be constructed or used on any Residential Lot.

No untreated waste from any lot shall be permitted to enter any stream, branch, creek, ditch, gully, or tributary thereof nor shall any such effluent be permitted to enter Lake Gaston.

Section 2. Septic Tanks.

Sanitary waste disposal is and shall be the responsibility of each Lot Owner. The Owners shall install and maintain, at their sole and separate expense, septic tanks and subsurface drain fields in strict compliance with the requirements of the Mecklenburg County Health Department, Mecklenburg County, Virginia, and such other governmental agencies or political subdivisions thereof having jurisdiction in the premise.

Prior to the commencement of construction of the septic tank or drain field or any other improvements, the Owners must contact the Mecklenburg County Health Department, Boydton, Virginia, and obtain an improvements permit for installation of the facilities. The local health officials are required to visit the Residential Lot and establish the location of the septic tank and drain field in, advance of construction.

ARTICLE X.

STREETS

Section 1. Construction.

The Developer has constructed the access road to and has or will construct all streets within the Subdivision (the Roads),

THE CONSTRUCTION DOES NOT AND WILL NOT CONFORM TO THE SPECIFICATIONS OF VIRGINIA HIGHWAY DEPARTMENT. THE ROADS SHALL NOT BE DEDICATED TO NOR SHALL THEY BE MAINTAINED BY THE STATE OF VIRGINIA. THEY WILL NOT BE INCORPORATED INTO THE HIGHWAY SYSTEM OF THE STATE,

The Roads have a minimum 50 foot right-of-way. The roads are or will be graded with a graveled wearing surface 20 feet wide, 3 inches deep and afford or will afford two lanes of travel for conventional vehicles.

Road construction will be complete on or before December 31, 1990.

Section 2. Ownership and Maintenance.

The Roads are owned by the Developer and will be maintained by it until December 31, 1990, or until the Association, in the opinion of the Developer, is sufficiently established or is capable of assuming maintenance responsibility, whichever first occurs. At that time, the Developer will convey the Roads to the Association; and, thereafter, the Association shall maintain the Roads,

The annual assessments or such portion thereof as the Developer deems necessary and proper, shall be paid to it by the Association to defray the maintenance cost of the Roads until the sole maintenance responsibility is transferred to the Association.

ARTICLE XI.

MOTOR VEHICLES (Change dated October 10, 2005)

No unlicensed motor vehicles shall be operated within the Subdivision except golf carts and lawn tractors. This prohibition expressly extends to mini-bikes, go-carts, motor scooters, motorcycles, mopeds, trail bikes, and all other motorized unlicensed vehicles with the exception of the fore mentioned. No unlicensed driver shall operate any licensed motor vehicle within the Subdivision.

ARTICLE XII.

GENERAL PROVISIONS

Section 1. Duration.

The Covenants shall run with and bind the land and shall inure to the benefit of and shall be enforceable by the Developer, the Association, or the Owner of any Residential Lot in the Subdivision, their respective legal representatives, heirs, successors and assigns, until December 31, 2012. Thereafter, the Covenants shall be automatically extended for four successive periods of five years each (the Additional Terms) unless amended or modified by the written agreement of the then owners of two-thirds of the Residential Lots prior to the expiration of the then current Additional Term.

No such agreement shall be effective unless recorded in the Clerk's Office at least six months in advance of the effective date of such amendment or modification.

Section 2. Notices.

Any notice required to be sent to any Member or Owner under the provisions of the Covenants shall be deemed legally given when mailed, postage prepaid, to the last known address of the Owner on the records of the Developer or Association at the time of such mailing.

Section 3. Enforcement.

Enforcement of these Covenants shall be by any proceeding at law or in equity in a court of competent jurisdiction against:

- a. Any person or persons violating or attempting to violate any covenant or restriction, either to enjoin violations or to recover damage; and
- b. the land to enforce any lien created by the Covenants. Enforcement proceedings may be instituted and maintained by:

- (1) the Developer;

- (2) the Association;
- (3) any Lot Owner; and
- (4) any government or agency thereof having jurisdiction in the premise,

The failure of the Association, Developer, or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 4. Rights of the Developer and/or Association.

The Developer or the Association is hereby given the right to enter upon any Residential Lot for the purpose of removing signs, debris, brush, junk, or any other unsightly or unsanitary condition and shall not be considered a trespasser in so doing. The Developer and/or Association further reserves the right to make a reasonable charge to the Owner of such lot or lots for such service which charge, shall be a lien upon the lot and shall be fully enforceable by the Developer or the Association through appropriate legal action.

Section 5. Severability

Invalidation of any provision of the Covenants by order or decree of any Court shall in no way effect the remaining provisions of the Covenants which shall continue in full force and effect.

IN WITNESS WHEREOF, Tanglewood Land Company, Inc., a Virginia corporation, causes the covenants to be executed by its President, attested by its Secretary, as its corporate act and deed, pursuant to authority of its Board of Directors as the date and year first above written.

TANGLEWOOD LAND COMPANY, INC.

By /s/J. LAWSON JONES

J. Lawson Jones, President

ATTEST:

/s/P. H. RUDD

P. H. Rudd, Secretary

(CORPORATE SEAL)

SEAL-STAMP STATE OF VIRGINIA, COUNTY OF MECKLENBURG

I, Sarah H. Thomas, a Notary Public in and for the County and State aforesaid, certify that J. Lawson Jones, President, and P. H. Rudd, Secretary, of Tanglewood Land Company, Inc., a Virginia corporation, whose names are signed to the foregoing Declaration of Protective Covenants dated as of January 25, 1989, have this day personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this 25th day of January, 1989

My commission expires: June 15, 1990

/s/SARAH H. THOMAS

Sarah H. Thomas

Notary Public

VIRGINIA: In the Clerk's Office of Mecklenburg Circuit Court the 25th day of January, 1989 at 10:48

a.m., the foregoing Instrument together with the certificate of acknowledgement thereon endorsed was this day admitted to record and all state and local taxes paid thereon.

Teste:

/s/ E. E. COLEMAN, JR.

E. E. Coleman, Jr.

Clerk