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EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

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Eagle Pointe Shores

Exhibit A

Declaration of Covenants, Conditions & Restrictions

Order: YBWCZDTG8
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Exhibit A

Deed of Subdivision of Eagle Pointe Shores, Phase 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made a part of the Deed of Subdivision of Eagle Pointe Shores, Phase 1, and may be incorporated by reference in other deeds of subdivision for additional phases of Eagle Pointe Shores Subdivision, for the purpose of protecting the value and desirability of, and shall run with the Eagle Pointe Shores Lots, Parcels, Roads and Residue and shall be binding on all parties having any right, title or interest in the Eagle Pointe Shores Subdivision or any part thereof, their respective successors and assigns, subject to the right of the Declarant or the Association to amend this Declaration from time to time in accordance with the provisions for amendment set forth herein.

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein shall have the meaning specified for such terms below or in the text of this Declaration.

(A) "Act" means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the 1950 Code of Virginia, as amended, supplemented or replaced from time to time.

(B) "Architectural Character" means the scale, style, design, material, quality of construction and material, color and/or texture of a Structure.

(C) "Architectural Review Committee" (sometimes "ARC") means the committee that may be established pursuant to Article 9 to assure that all improvements to the Lots are constructed and maintained in a manner consistent with the purposes and intents of the Declaration.

(D) "Articles of Incorporation" means the Articles of Incorporation for Eagle Pointe Shores Homeowners Association filed with the Virginia State Corporation Commission as amended from time to time.

(E) "Assessment" means the sums levied against the Lots to pay Common Expenses as provided in Article 6. Assessments include Annual Assessments, Special Assessments, Additional Assessments and Individual Assessments.

(F) "Association" means Eagle Pointe Shores Homeowners Association, a Virginia non-stock corporation formed pursuant to the Virginia Property Owners Association Act, its successors and assigns.

(G) "Association Documents" means collectively, the Articles of Incorporation, this Declaration, deeds and plats of subdivision for all Phases of Eagle Pointe Shores Subdivision, Supplementary Declarations and the Bylaws, all as amended from time to

time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(H) "Board of Directors" or "Board" means the executive and administrative entity established by the Article 3 of the Articles of Incorporation as the governing body of the Association.

(I) "Builder" means any Person (other than the Declarant) who acquires more than five (5) Lots for the purpose of constructing improvements for resale.

(J) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(K) "Common Area" means, at any given time, all real property (including the improvements thereto or facilities located thereon) owned by the Association and available to the Association for the common use and enjoyment of the Owners, and shall include the Roads, Recreational Facilities, and any easements granted to the Association for the benefit of the Owners at large. For purposes of Upkeep and assessment of Common Expenses only, "Common Area" shall include Common Driveways.

(L) "Common Driveway" means the area within the ingress and egress easements as shown on the Plats as shared and common driveways (also known as "joint use driveways") over and across Common Driveway Lots for access of the Owners, members of such Owner's household or their tenants, guests or agents, of Common Driveway Lots from and to the Roads.

(M) "Common Driveway Lot" means any Lot that uses a Common Driveway for access to such Lot from a Road or any Lot over which any Common Driveway runs.

(N) "Common Expenses" means all expenditures incurred by or on behalf of the Association, together with all funds determined by the Board of Directors to be reasonably necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses include Limited Common Expenses and expenses attributable to Common Driveways.

(O) "County" means Pittsylvania County, Virginia, and/or, the proper governmental authorities of Pittsylvania County, Virginia, as the context may require.

(P) "Declarant" means Eagle Pointe Shores, LLC, a Virginia limited liability company, and its successors or assigns (i) to which Eagle Pointe Shores, LLC assigns any or all of its rights as Declarant pursuant to this Declaration by assignment recorded in the Land Records, or (ii) who is a purchaser at foreclosure of the Eagle Pointe Shores Property or a grantee in a deed in lieu of foreclosure from the Declarant. Such an assignment shall only operate as to the land which is owned by such successor or assign. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarant shall be several

and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant.

(Q) "Declarant Control Period" means the period beginning upon the recordation of this Declaration among the Land Records and ending on the earliest of: (i) the seventh anniversary of the date of recordation of this Declaration; (ii) the date 90% of the Lots have been conveyed by the Declarant to Owners, other than the Declarant or Builders; (iii) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date; or (iv) the end of the Development Period.

(R) "Declaration" means this Declaration of Covenants, Conditions and Restrictions made by the Declarant and recorded among the Land Records. The term Declaration shall include all amendments thereto, and, except when the context clearly requires otherwise, all Supplementary Declarations.

(S) "Deeds of Subdivision" means the deed or deeds of subdivision for any land attached to a plat and recorded among the Land Records for the purpose of creating lots, roads, and parcels and submitting the same to this Declaration. Reference to a Deed of Subdivision means that Deed of Subdivision that created the Lot, Road or Parcel for which reference is made.

(T) "Design Guidelines" means the standards contained in this Declaration, any standards developed by the Architectural Review Committee and adopted by the Board of Directors pursuant to Article 9 hereof, and any standards established by the Declarant during the Development Period.

(U) "Development Period" means the period of time that the Declarant or Builders are engaged in development or sales or activities relating thereto, anywhere on the Property and the Declarant is entitled to exercise certain special Declarant rights under the Association Documents. When all the land described in Exhibit A of the Declaration has been conveyed to Owners other than the Declarant, all the Submitted Land has been conveyed to Owner other than the Declarant or a Builder and all bonds filed by the Declarant with respect to the Property have been released, then the Development Period shall end.

(V) "Dwelling Unit" means any improvement to a Lot intended for use and occupancy as a residence.

(W) "Eagle Pointe Shores Subdivision" means Eagle Pointe Shores, Phases 1 through 3, inclusive, The Cliffs at Eagle Pointe Shores, Eagle's View and all other land submitted to this Declaration as provided herein.

(X) "Land Records" means the land records of the Clerk of the Circuit Court of Pittsylvania County, Virginia, the jurisdiction wherein the Property is located.

(Y) "Limited Common Expenses" means all expenditures, except for expenses associated with Common Driveways, incurred by or on behalf of the Association and benefiting

one or more but less than all of the Owners and assessed against the Lots owned by the Owner benefited pursuant to Subsection 6.2(A)(2).

(Z) "Lot" means any plot of land created by and shown on a lawfully recorded subdivision plat for Eagle Pointe Shores Subdivision (but not including the land designated as Parcels or Roads conveyed to the Association, and not including Residue), together with any improvements appurtenant thereto now or hereafter existing.

(AA) "Majority Vote" means a simple majority (more than fifty percent) of the votes, based on one vote for each Lot, entitled to be cast by members present in person or by proxy at a duly held meeting of the members at which a quorum is present. Any vote of a specified percentage of members means that percentage with respect to the total number of votes actually cast by members present in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors (or committee) means that percentage with respect to votes entitled to be cast at a duly held meeting of the Board (or committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote or approval by the Mortgagees of Lots calculated based on one vote for each Lot on which a Mortgage is held by a Mortgagee.

(BB) "Mortgagee" means any lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, holding a first mortgage or first deed of trust ("Mortgage") encumbering a Lot which has notified the Board of Directors of its status in writing pursuant to Section 13.2 hereof and has requested all rights under the Association Documents. Only for the purpose of the notice and inspection rights in Articles 13, 14 and 15 of the Declaration, the term "Mortgagee" shall also include the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Associations (FNMA), the Department of Veterans Affairs (VA), the Government National Mortgage Association (GNMA) and any other public or private secondary mortgage market agency participating in purchasing, guaranteeing or insuring Mortgages which has notified the Board of Directors of such participation in writing ("Secondary Mortgage Agencies").

(CC) "Officer" means any Person holding officer pursuant to Article 6 of the Bylaws.

(DD) "Owner(s)" means one or more person who is the record owner of a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation. If more than one Person is the record owner of a Lot, the term "Owner" as used herein shall mean and refer to such owners collectively, so that there shall be only one Owner of each Lot.

(EE) "Person" means a natural person, corporation, limited liability company, partnership, association, trust or other entity capable of holding title or any combination thereof.

(FF) "Plat" means the plat or plats attached to any Deed of Subdivision.

(GG) "Property" means, at any given time, the Submitted Land, together with all improvements and appurtenances thereto now or hereafter existing, and further described on Exhibit A which is attached hereto and incorporated herein by this reference, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association. The Property may be expanded to include all or a portion of the property described on Exhibit B.

(HH) "Recreational Facilities" means the improvements, structures and facilities constructed by the Declarant, a Builder or the Association, and owned and/or operated by the Association for the common benefit of the Owners, including without limitation, boat ramps, storm water management facilities, pavilions, boat storage lots, trails, paths, fire protection facilities, common open space, park areas, tennis courts, club house, swimming pool, recreational and meeting facilities, entrance features and signs, as well as any other facilities which the Association owns and/or operates for the benefit of the Owners at large.

(II) "Roads" means the lands dedicated to private street purposes in a Deed of Subdivision and conveyed to and owned by the Association.

(JJ) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

(KK) "Submitted Land" means the land designated as such on Exhibit A hereto and all land which is from time to time submitted to the Declaration, (including Lots, Roads and Common Area).

(LL) "Structure" means, but is not limited to, any building or portion thereof, wall, deck, play equipment, greenhouse, skylight, solar panel, weathervane, fence, pool, pavement, driveway or appurtenances to any of the aforementioned.

(MM) "Supplementary Declaration" means any declaration: (i) submitting land to the terms of the Declaration and subjecting such land to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the land being submitted; or (ii) submitting a portion of the Property to such supplementary covenants in accordance with Article 4 hereof. A Supplementary Declaration may be part of a Deed of Subdivision.

(NN) "Telecommunications Provider" shall mean any person or entity engaged by or in privity of contract with Declarant or the Association to provide Telecommunication Services to the Eagle Pointe Shores Property or any portion thereof pursuant to an easement encumbering the Eagle Pointe Shores Property or any portion thereof.

(OO) "Telecommunications Charges" shall mean any fee or Assessment charged by the Association or a Telecommunications Provider and/or its designee, for providing Telecommunication Services to the Owners, pursuant to this Declaration.

(PP) "Telecommunication Services" shall mean and include, without limitation

but by way of description, telephone, cable television, electronic security services, internet access, and/or any other telecommunication or electronic data service.

(QQ) "Upkeep" shall mean care, inspection, maintenance, preventive maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction of Structures, mowing and resowing the grass and caring for, spraying, trimming, protecting, planting and replanting trees, shrubs and other landscaping on the Common Area and removing all loose material, rubbish, filth and accumulation of debris from the Common Area; and doing any other thing necessary or desirable in the judgment of the Board of Directors to keep the Common Area in neat appearance and in good order.

(RR) "Virginia Property Owners' Association Act" means the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the 1950 Code of Virginia, as amended, supplemented or replaced from time to time.

Section 1.2. Construction of Association Documents.

(A) Severability. Each provision of an Association Document is severable from every other provision, and invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(B) Interpretation. If there is any conflict among the Association Documents, the Declaration and thereafter the applicable Supplementary Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Particular provisions shall control over general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirement as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

(C) Use of Defined Terms.

(1) Defined terms may be used in the singular or the plural. When used in the singular preceded by "a", "an", or "any", such term shall be taken to indicate one or more members of the relevant class. When used in the plural, such term shall be taken to indicate all members of the relevant class.

(2) All terms in this Declaration shall have the same defined meanings when used in any other Association Documents, unless the context shall require otherwise.

(3) All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

(4) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Declaration shall refer to this Declaration as a whole and not to any particular provisions of this Declaration.

(5) Titles of Articles and Sections in this Declaration are for convenience only, do not constitute part of this Declaration, and neither limit nor amplify the provisions of this Declaration, and all references in this Declaration to Articles, Sections, Subsections and paragraphs shall refer to the corresponding Article, Section, Subsection or paragraph of this Declaration, unless specific reference is made to the articles, sections or other subdivisions or divisions of, or to schedules or exhibits to, another document or instrument.

(6) Each definition of a document in this Declaration shall include such document as amended, modified, supplemented or restated from time to time in accordance with the terms of this Declaration. References to this Declaration contained in any of the foregoing documents shall be deemed to include all amendments, modifications, supplements or restatements to or of this Declaration.

(7) Unless otherwise specifically stated, whenever the consent or approval is required to be given by the Board of Directors, the Declarant and/or the Architectural Review Committee, such consent or approval shall be interpreted to mean the reasonable consent or reasonable approval by the Board of Directors, the Declarant and/or the Architectural Review Committee, as the case may be, which consent or approval shall not be unreasonably withheld, conditioned or delayed.

(8) Unless otherwise specifically stated, whenever a document or other matter to be provided to the Board of Directors, Declarant or Architectural Review Committee must be satisfactory or acceptable, such requirement shall be interpreted to mean reasonably satisfactory or reasonably acceptable to Board of Directors, Declarant or Architectural Review Committee.

(9) The word "including" does not denote exclusive, and where exclusion is intended the word "comprising" is used. The word "or" shall be construed to mean "and/or" unless such a construction is clearly inconsistent with the context.

Section 1.3. The Association.

(A) Creation. The Association is a nonstock corporation organized and existing under the laws of the Commonwealth of Virginia, charged with the duties and vested with the powers and authority prescribed by law and set forth in the Association Documents.

(B) Membership. Members of the Association shall at all times be, and be

limited to, the Declarant (during the Development Period) and Persons who constitute Owners of the Lots. Ownership of a Lot shall be the sole qualification for membership. Membership shall be appurtenant to and may not be separated from ownership of the Lot. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and be one member of the Association with one vote for each Lot which shall be exercised as determined by the owners among themselves. In no event shall more than one vote be cast for each Lot. Each Person who is an Owner is entitled to attend all meetings of the Association. Membership in the Association is mandatory and automatic with ownership of a Lot.

(C) Classes of Members; Voting Rights. The Association shall have the classes of members with the voting rights set forth in Article 2 of the Articles of Incorporation as follows:

(1) The Class A members shall be the Owners, other than the Declarant during the Declarant Control Period. During the Declarant Control Period, a Class A member shall have one vote for each Lot owned upon the conveyance of the Lot to an Owner other than the Declarant or a Builder. After the Declarant Control Period, a Class A member shall have one vote for each Lot owned.

(2) The Class B member shall be the Declarant. During the Declarant Control Period, the Class B member shall have six votes for each Lot which it owns. If land that was not originally described in Exhibit B to the Declaration is subjected to the Declaration, then the number of votes of the Class B member described above shall be increased by three times the number of Lots located on such land if such land were fully developed under the applicable zoning and submitted to the Declaration.

(3) The Class B membership shall expire at the end of the Declarant Control Period and the Declarant shall become a Class A member, if the Declarant owns any Lots at that time.

(D) Board Authority to Act. Unless otherwise specifically provided in the Act or the Association Documents, all rights, powers, easements, obligations and duties of the Association may be performed by the Board of the Directors on behalf of the Association. Unless specifically and expressly prohibited or restricted in the Association Documents, the Association shall have power and authority to take all lawful actions, including actions:

(1) to create subsidiary corporations in accordance with Virginia law;

(2) to employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;

(3) to retain as an independent contractor or employee a manager of the Association and such other employees or independent contractors as the Board deems necessary, and to prescribe the duties of employees and scope of services of independent contractors;

(4) to declare the office of a member of the Board of Directors vacant in

the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

ARTICLE 2

COMMON AREA

Section 2.1. Conveyance; Title. The Declarant shall convey Common Area in each subdivided section of the Property to the Association in fee simple, released from any encumbrance securing the repayment of monetary obligations incurred by the Declarant, but subject to all easements and other encumbrances then of record (including those created by this Declaration). The Common Area in each section of the Property shall be conveyed to the Association before the conveyance of any Lot in such section to an Owner other than the Declarant or a Builder. The Association shall accept title to any real estate or personal property offered to the Association by the Declarant.

Section 2.2. Boundary Adjustments. The Board of Directors has the power at any time or times, consistent with the then existing zoning or subdivision ordinances of the County, to transfer part of the Common Area to or at the direction of the Declarant, for the purpose of adjusting Lot lines, or for other purposes in connection the orderly subdivision and development of the Property; provided, however, that: (i) the appropriate governmental authorities have approved such Lot line adjustments; and (ii) the boundary line adjustment is approved by all Owners of Lots for which the boundaries are being adjusted.

Section 2.3. Regulation of Common Area. The Board of Directors shall have the right to regulate use of the Common Area. The Board of Directors may also mortgage, dedicate or convey Common Area owned in fee simple by the Association or grant easements over and through the Common Area subject to the restrictions in Section 14.4 hereof.

ARTICLE 3

EASEMENTS

Section 3.1. Utility and Development Easements.

(A) General Utility Easement. A non-exclusive blanket easement is hereby granted over and through the Property for the purpose of: (i) installing, constructing, operating, or providing Upkeep for equipment used to provide to any portion of the Property any utilities, including, without limitation, water, sewer, drainage, gas, electricity, television, cable television, telephone and all other telecommunications services, whether public or private; (ii) ingress and egress to install, construct, operate, maintain, repair and replace such equipment; and (iii) storm water management and storm water drainage. Such easement is hereby granted to such Person providing the aforesaid utilities or installing, constructing, maintaining, repairing or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provisions of metering of any utility may be installed or relocated only where permitted by the Declarant, where contemplated on any site plan approved by the

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Declarant or where approved by resolution of the Board of Directors. Equipment used to provide or meter such utilities or services may be installed above ground during periods of construction if approved by the Declarant. The Person providing a service or installing a utility pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation to their original condition (to the extent practicable) as soon as possible. If the Person installing or providing a service requests a specific easement by separate recordable document then the Declarant or the Association shall have the power and authority to grant such easement pursuant to Subsection 3.1(B) below.

(B) Specific Development Easement Areas. The Declarant hereby reserves to itself and to its successors and assigns, and also grants to the Association, the right to grant and reserve easements, rights of way and licenses over and through: (i) the Common Area; and (ii) across any Lot for a period of five years after recordation of the Declaration (except that no easements may be granted which runs or will run under a dwelling except to serve such dwelling) for the purposes set forth in Subsection 3.1(A) hereof or for any other purpose necessary or desirable for the orderly development of the Property.

(C) Easements to Facilitate Development; Sales.

(1) The Declarant hereby reserves to itself and its successors and assigns and also grants to each Builder a nonexclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (i) temporary slope and construction easements; (ii) easements for the temporary storage (in a slightly manner) of reasonable supplies of building materials and equipment necessary to complete improvements; and (iii) easements for the construction, installation and Upkeep of improvements (e.g., buildings, landscaping, street lights, signage, entrance gates, etc.) on the Property or reasonably necessary to serve the Property.

(2) The Declarant hereby reserves to itself, its successors and assigns and also grants to each Builder the right to: (i) use any Lots owned or leased by the Declarant or such Builder, any other Lot with written consent of the Owner thereof or any portion of the Common Area as models, management offices, sales offices, a visitor's center, construction offices, customer service offices or sales office parking areas; (ii) place and maintain in any location on the Common Area and each Lot within ten feet of any Lot boundary line abutting a Road street any directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features or to grant easements for the maintenance of any of the foregoing; and (iii) relocate or remove all or any of the above from time to time at the Declarant's or Builder's, as appropriate, sole discretion. The Association shall have a perpetual easement for Upkeep of any permanent signage, landscaping or entrance features installed under number (ii) above.

(3) Any Builder rights hereunder are specifically limited to the portion of the Property being developed by such Builder. Such easement shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property. Each Builder shall be required, in connection with the

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development of the portion of the Property which is owned by such Builder, to comply with the landscaping scheme for the Property. All landscaping, grading and improvements must be approved in advance by the Declarant.

(D) Release of Bonds. The Declarant hereby reserves to itself and its successors and assigns an easement and a right to grant and reserve easements or to vacate or terminate easements across all Lots and Common Area as may be required by any governmental agency or authority or public utility company in connection with the release of bonds.

(E) Easement to Correct Drainage. The Declarant reserves to itself and its successors and assigns, and also grants to the Association, an easement and right on, over and under the ground within each Lot and Common Area to maintain and to alter drainage of surface water in order to maintain reasonable standards of health, safety and appearance, including any necessary right of access. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant or Association, as applicable, shall restore the affected property to its original condition as near as practicable.

(F) Dedications and Easements Required by Governmental Authority. The Declarant hereby reserves to itself and its successors and assigns, and grants to the Association, the right to make any dedications to, and to grant, vacate or terminate any easements, rights of way and licenses over and through all or any portion of the Roads and Common Area owned in fee simple by the Association, as may be required by any governmental authority.

(G) Further Assurances. Any and all conveyances made to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time sign, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(H) Duration of Development Rights. The rights and easements reserved by or granted to the Declarant pursuant to this section shall continue throughout the Development Period, unless specifically stated otherwise.

Section 3.2. Association Powers and Rights. The Association is hereby also granted the rights, powers and easements reserved to the Declarant by Paragraphs 3.1(A), (B), (C)(2)(ii) and (E). These rights, powers and easements may be exercised by the Association, subject to Section 14.4; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3. Easement for Upkeep. The Association, the managing agent and any other Persons authorized by the Board of Directors is hereby granted the right of access over and through any portion of the Property (excluding any dwelling), in the exercise and discharge of

their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or Upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep, or correct any condition which violates the Association Documents. The agents, contractors, Officers and Directors of the Association may also enter any portion of the Property (excluding any dwelling) in order to utilize or provide for the Upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all Upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Association Documents for which such Owner is responsible pursuant to Section 12.1 hereof, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Sections 6.2 and 12.1.

Section 3.4. Limitations on Exercise of Rights and Easements.

(A) Other Easements. These easements are subject to all other easements and encumbrances of record (including those created by this Declaration).

(B) Notice. The Declaration or the Association, as appropriate, when exercising the rights and easements granted by this Article 3, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists which precludes such notice; (ii) minimize any economic or aesthetic injury to the affected Lots or the Common Area; and (iii) not unreasonably interfere with the affected Owner's use, enjoyment and benefit from such Owner's Lots or the Common Area.

(C) Relocation. If an easement is relocated, the cost of such relocation shall be paid by the party requesting the relocation.

(D) Damage. Any damage resulting from the exercise of the aforesaid rights and easements shall be promptly repaired and the site restored to the extent practicable by the Declarant or the Association, as appropriate, or at the option of the Declarant or the Association, the Person responsible for such damage. In either case, the cost of such repair and restoration shall be paid for by the grantee of the easement.

Section 3.5. Easement for Emergency Access. An easement is hereby granted to all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions.

Section 3.6. Easement for Use of Common Area.

(A) Use and Enjoyment. The Declarant, during the Development Period, and each Owner is hereby granted a nonexclusive right and easement of use and enjoyment in common with others of the Common Area. Each Owner and each Person lawfully occupying a Lot is also hereby granted a non-exclusive easement for ingress and egress over the Roads to the extent necessary to provide vehicle and pedestrian access to such Lot and/or the Common Area. The foregoing rights and easements of use and enjoyment and access, ingress and egress shall be

contiguous to the Property or across a public or private right of way from the Property. Such Supplementary Declaration shall not require the vote of Owners and shall be effective upon the filing for record of the Supplementary Declaration unless otherwise provided therein. Such Supplementary Declaration shall provide an adequate legal description of the land being submitted to the Declaration, any land being conveyed to the Association as Common Area, and any new Lots. Upon recording of the Supplementary Declaration, the provisions of the Declaration shall apply to the land thereby added as if such land were originally part of the Eagle Pointe Shores Property.

Section 4.2. Expansion by Association. With the written consent of the fee simple owner of such land (if not the Association), and upon approval from members entitled to cast sixty-seven percent of the total number of votes of each class of member and the written consent of the Declarant during the Development Period, the Association may submit any land located immediately adjacent to the Property or across a public right of way from the Property to the provisions of this Declaration and the jurisdiction of the Association, in accordance with the procedures set forth in Section 4.3 hereof.

Section 4.3. Procedure for Expansion. The Declarant or the Association, as appropriate, may, and upon the written request of the Mathewsons to submit the Mathewsons Property (including Parcel B) to the Declaration, and shall, record one or more amendments to the Declaration submitting the land described therein to the Declaration and to the jurisdiction of the Association ("Supplementary Declarations"): Each Supplementary Declaration shall include a legally sufficient description of the land added and shall designate such land with the "Phase" followed by an identifier so as to differentiate between each phase of the Eagle Pointe Shores Subdivision. Any Supplementary Declaration may contain such additions to the provisions in this Declaration as may be necessary to reflect the different character of the land described therein and as are not inconsistent with the overall scheme of this Declaration; provided, however, that such additions shall not apply to any Lot previously submitted to this Declaration without the consent of the Owner of the Lot subject to the additional provisions. Upon recording a Supplemental Declaration submitting land to the Declaration, the provisions of the Declaration shall apply to the land thereby added as if such land were originally part of the Submitted Land.

Section 4.4. Withdrawable Land. During the Development Period, the Declarant has the unilateral right without the consent of the Association, any Owner or Mortgagee, to sign and record an amendment to the Declaration withdrawing any portion of the Submitted Land, if such land is dedicated or is to be dedicated to public use. Any land dedicated for public street purposes is automatically withdrawn from the provisions of the Declaration. The Declarant may also unilaterally withdraw without the approval of the Association, any Owner or any Mortgagee, any land owned by the Declarant or a Builder.

Section 4.5. Expansion by Mathewsons. As provided in the Deed of Subdivision for Eagle Pointe Shores, Phase 1, and subject to the conditions and restrictions set forth therein, the Mathewsons shall have the right, at their sole option, to subject the Mathewson Property or any part thereof to this Declaration. Upon recordation of the appropriate Supplemental Declaration, all parcels of land included in the Mathewson Property and subjected to this Declaration on which a Dwelling Unit exists or may be permitted to be constructed shall be considered Lots,

such Lots shall be subject to Assessments on a par with all other Lots and the provisions of this Declaration shall apply to the land thereby added as if such land were originally part of the Submitted Land.

ARTICLE 5

SPECIAL DECLARANT RIGHTS; TRANSFER

Section 5.1. Special Declarant Rights. Special Declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Association Documents, and shall include, without limitation, the following rights: (i) to grant, vacate, terminate or use easements over and through the Property for the purpose of making improvements within the Property as permitted in Article 3; (ii) to maintain models, management offices, construction offices, sales offices, customer service offices or offices for similar purposes and signs advertising the Property as permitted in Article 3; (iii) to exercise the rights and votes of the Class B member of the Association; (iv) to remove and replace any director elected by the Class B member; (v) to make unilateral amendments to the Association Documents as provided in Article 4 and Section 14.1; (vi) to add additional land pursuant to Section 4.1; and (vii) to withdraw Submitted Land pursuant to Section 4.3 and (viii) to exercise any other rights given to the Declarant. The Declarant may each exercise its special declarant rights unilaterally without the approval of the Association or any Owner or Mortgagee.

Section 5.2. Transfer of Special Declarant Rights. The Declarant may transfer special declarant rights created or reserved under the Association Documents to any Person acquiring Lots or Additional Land by an instrument evidencing the transfer recorded in the Land Records. The instrument is not effective unless executed by the transferor and transferee; provided, however, that a Person acquiring all the Lots owned at that time by the Declarant under a mortgage or deed of trust or by foreclosure or deed in lieu of foreclosure may unilaterally sign an instrument to acquire some or all of the special declarant rights with respect to the land acquired. A partial transfer or special declarant rights does not prevent the transferor declarant from continuing to exercise special declarant rights with respect to land retained by such declarant. The instrument providing for a partial transfer of special declarant rights shall allocate voting rights between the transferor and the transferee as such Persons shall agree among themselves. Each Person having declarant rights under the Association Documents has the right to transfer such rights unilaterally with respect to land owned by such Person. If at any time the Declarant ceases to exist and has not made an assignment of the special declarant rights, a successor may be named by an amendment to the Declaration.

ARTICLE 6

COMMON EXPENSES AND ASSESSMENTS

Section 6.1. Determination of Common Expenses and Budget.

(A) Fiscal Year. The fiscal year of the Association shall be as determined in accordance with Section 10.4 of the Bylaws.

(B) Preparation and Approval of Budget.

(1) At least thirty days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of management and Upkeep of the Common Area and Common Driveways, and the cost of other expenses that may be declared to be Common Expenses by the Association Documents or by a resolution of the Board of Directors, including services provided to the Owners, Lots, and Common Area.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital (available cash for day-to-day expenses which is otherwise uncommitted), a general operating reserve (including an amount to cover operating losses due to insurance deductibles) and reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for) and reserves for replacements. At least twenty-one days before the beginning of each fiscal year, the Board of Directors shall make available a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining the Assessment against each Lot.

(3) The budget shall also reflect the separate assessment of Limited Common Expenses, including certain expenses (and reserves) relating to or benefiting one or more but less than all of the Lots, whether categorized by location or type of expense. Such expenses shall be assessed only against the Lots benefited in accordance with Subsection 6.2(A)(2) and Article 16.

(C) Installment Payments and Due Dates. Any and all such Assessments and other charges (including late charges as determined by the Board of Directors) shall be a lien against each Owner's Lot as provided in Section 12.2. On or before the first day of each calendar quarter fiscal year, and the first day of each succeeding payment period in such fiscal year, each Owner shall pay to such Person at such place as the Board of Directors may direct that installment of the Annual Assessment which is due during such period. The Board of Directors shall establish one or more payment periods, due dates and late charges for each such payment in each fiscal year; provided, however, that payments shall not be due less than annually or more frequently than monthly unless specifically provided otherwise herein.

(D) Initial Assessment. The first installment of the Annual Assessment for Common Expenses shall be prorated based upon the number of days remaining after the date of conveyance in the payment period and shall be due on the date the Lot is first subject to assessment pursuant to Section 6.2 hereof. Any additional amounts due shall be divided by the number of full payment periods (if any) remaining in that fiscal year and paid in equal installments on the first day of each payment period remaining in that fiscal year. Neither Annual Assessments nor Special Assessments may be used for construction of capital improvements during the Development Period.

(E) Effect of Failure to Prepare or Adopt a Budget. For the first fiscal year of the Association following the first conveyance of any Lot to an Owner other than the Declarant

or a Builder, and for all fiscal years thereafter, the Board of Directors shall establish the Annual Assessment against each Lot or Common Expenses. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the Common Expense as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay Assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Owner receives such notice.

Section 6.2. Assessment.

(A) Purpose and Rate of Assessment.

(1) Subject to the provisions of paragraphs (2) and (3) of this Subsection and Section 6.3 hereof, and after determining the total amount of the estimated funds required; (i) for the management and Upkeep of the Property; (ii) for services to the Lots and Owners; (iii) to maintain adequate reserves; or (iv) to meet obligations of the Association established pursuant to this Declaration or other shared maintenance agreements, subdivision documents or easements, the Board of Directors shall establish an Annual Assessment rate for each Lot for Common Expenses, excluding Limited Common Element Expenses, against each Lot in the same amount against all Lots subject to assessment.

(2) Limited Common Expense Assessment. Limited Common Expenses shall be assessed only against the Lots benefited in proportion to their relative Common Expense liability interests or based on usage, as appropriate, but shall not include the expense attributable to Common Driveways. Limited Common Expenses shall be determined as follows:

(i) Any expenses designated in a Supplementary Declaration as Limited Common Expenses shall be paid by the Owners of the Lots subject thereto.

(ii) Any service or utilities to Lots which vary based on usage shall be assessed against the Lots served based on usage.

(iii) Any expenses proposed by the Board of Directors or a specific group of Owners as Limited Common Expenses against a specific group of Lots and agreed to by members entitled to cast a majority of the total number of votes with respect to such Lots, shall be assessed against such Lots as such Owners may agree or on the basis set forth in Subsection 6.2(A)(1) hereof.

(3) Limitation on Increases.

(i) Maximum Assessments. For the first fiscal year following recordation of this Declaration, the maximum Annual Assessment against Lots for Common Expenses, excluding Limited Common Expenses, shall be Nine Hundred Dollars (\$900.00).

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(ii) Automatic Increases in Maximum Assessment.

(a) Each fiscal year thereafter, the maximum Annual Assessment set forth above or in a Supplementary Declaration shall increase the greater of:

1. ten percent; or
2. the increase in the U. S. Department of Labor Consumer Price Index – All Urban Consumers (1982-84=100) during the last twelve month period for which figures are available at the date when the Board adopts the budget; and the proportionate amount by which any real estate taxes, casualty and other insurance premiums and landfill fees or trash service fees payable by the Association have increased over amounts payable to the previous fiscal year. Wherever in the Association Documents the U. S. Department of Labor Consumer Price Index – All Urban Consumers (1982-84=100) is used, if such index ceases to incorporate a significant number of items now incorporated therein, ceases to reflect the increase in expenses of the Association, or if a substantial change is made in the method of establishing such index, then such other reliable governmental or other nonpartisan index designated by the Board of Directors shall be used.

(b) The Board of Directors may determine to set Annual Assessments at an amount less than the applicable maximum Annual Assessment for any fiscal year, if, after consideration of current expenses and future needs of the Association, it deems it advisable. The actual Assessment set by the Board of Directors shall not affect calculation of automatic increases in the maximum Annual Assessments.

(iii) Increases Approved by Member Vote. The Board of Directors may not levy an Annual Assessment or an Additional Assessment which in the aggregate will exceed the maximum Annual Assessment for such fiscal year unless an increase in the maximum Annual Assessment or the Additional Assessment is approved by either: (i) the members obligated to pay such Assessment by at least sixty-seven percent (67%) vote of each class of such members at a meeting where a sixty percent (60%) quorum is present and called for the purpose of approving such increase in the maximum Annual Assessment (if such quorum is not obtained at the meeting required by this subsection, a second meeting of the Association may be held within sixty days of the first meeting at which only a thirty percent (30%) quorum is required); or (ii) with the written approval of members entitled to cast more than sixty-seven percent (67%) of the total number of votes of each class of such members.

(B) Additional Assessment. The Board of Directors may levy Additional Assessments on the Lots subject to assessment pursuant to Subsection 6.2(A)(1) hereof; provided, however, that such Additional Assessment when added to the Annual Assessment shall not exceed the applicable maximum Annual Assessment unless approved by the members in accordance with Subsection 6.2(A)(3)(iii). The Board of Directors shall give notice of any Additional Assessment to the Owners specifying the amount and reasons therefor, and such Additional Assessment shall, unless otherwise specified in the notice, be payable in full with the next periodic installment which is due more than ten days after the date of such notice or as the Board may otherwise determine. Such Assessment shall be a lien as set forth in Section 12.2

hereof.

(C) Individual Assessments. The Board of Directors shall have the power to assess an Owner's Lot individually; (i) for the amount of any costs incurred by the Association in performing Upkeep that the Owner failed to perform as required by that section; (ii) for the amount of any charges imposed on that Owner pursuant to Subsection 12.1(H); and (iii) for any costs incurred by the Association because of any violation or negligence for which that Owner is responsible under Section 12.1. Each such Assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date. Individual Assessments are not included in or subject to the applicable maximum Annual Assessment.

(D) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, contingencies and replacements. Such funds shall be a Common Expense of the Association. Reserves for items serving only certain Lots (if any) shall be accounted for and funded solely by the Owners of the Lots served (as Limited Common Expenses).

(E) Surplus and Deficit.

(1) Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors: (i) be placed in reserve accounts; (ii) be placed in a special account to be expended solely for the general welfare of the Owners; or (iii) be credited to the next periodic installment due.

(2) Unless the budgets for the next two succeeding fiscal years are adjusted to amortize the deficit during such fiscal year, any net shortage in expenses (including reserves) shall be assessed promptly against the Owners as an Additional Assessment in accordance with Section 6.2(B); provided, however, that if Lots owned by the Declarant are exempt from assessment in accordance with Section 6.3, then during the Declarant Control Period the Declarant shall make up any net shortage (expenses and reserves) in the Association's operating budgeted income over the Association's ordinary operating expenses as provided in Section 6.3, but the Declarant is not obligated to pay any expenses that the Association is unable to meet because of non-payment of any Owner's Assessment or unusual or extraordinary expenses.

(F) Lots Added During the Fiscal Year. Notwithstanding any other provisions of this Article, whenever any Lot is added, the Assessment against each Lot being added (other than Lots which are owned by the Declarant or a Builder and exempt from Assessment in accordance with Section 6.3) shall be calculated in the same manner and be due in the same number of installments as the Assessment for the remainder of the fiscal year against Lots already a part of the Property. In addition, the Owner of the Lot being added shall pay a prorated portion of any amount payable for the period between the date the Lot becomes subject to assessments and the due date of the next installment. Such prorating of the Assessment due for any Lot added shall be based upon the total Assessment due and a 365-day fiscal year. Payment of the prorated portion will be due no later than the due date of the first installment to be paid by the Owner of any Lot added.

Section 6.3. Lots Owned by Declarant and Builders: Exemptions. The Common Area and any areas dedicated to a public authority or exempt from taxation by a public authority shall be exempt from assessment and the lien created hereby. Lots owned by the Declarant or a Builder shall be exempt from assessment for Common Expenses under Section 6.1(A) for so long as the Declarant or Builder own such Lots; provided that, during the Declarant Control Period, the Declarant and any Builder must fund all operating budget deficits, including reasonable reserves as determined by the Board of Directors. The obligation of the Declarant and any Builder under this Section does not include any expenses that the Association is unable to meet because of nonpayment of any Owner's Assessment or because of unusual or extraordinary expenses. The obligations of the Declarant and Builder under this Section shall be a lien against the portion of the Property owned by the Declarant or such Builder, as appropriate. After such Lots are conveyed to an Owner other than the Declarant or a Builder, such Lots shall be assessed at the same rate for Lots not owned by the Declarant or Builder. Lots owned by the Declarant or a Builder shall become subject to assessment upon conveyance thereof to an Owner.

Section 6.4. Liability for Common Expenses.

(A) Declarant and Owner Liability. The Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association all Assessments and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner shall be personally liable for all Assessments against such Owner's Lot at the time the Assessment full due. No Owner may be exempted from liability for Assessment by reason of a waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot or if the Common Area is not usable. No Owner shall be liable for the payment of any part of the Common Expense assessed against the Lot subsequent to the date of recordation of a conveyance by such Owner in fee of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and Assessments shall be paid in full and discharged and, unless so discharged, shall remain a charge on the land and a continuing lien against the Lot. The purchasing Owner of a Lot shall be jointly and severally liable with the selling Owner for the unpaid charges and Assessments, without prejudice to the purchasing Owner's right to recover from the selling Owner amounts paid by the purchasing Owner therefore; provided, however, that any purchasing Owner of such Lot may rely on a Statement of Common Expense obtained pursuant to Section 6.6.

(B) Mortgagee Liability. Each holder of a Mortgage who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments or charges against such Lot which accrue prior to the time such comes into possession thereof, except as provided below and for claims for a *pro rata* share of such Assessments or charges resulting from a *pro rata* reallocation of such Assessments or charges to all Lots including the mortgaged Lot assessed after the holder of a Mortgage or purchaser takes title. The lien created by Section 12.2 hereof shall cease to exist with respect to Assessments and charges levied prior to the time title is transferred by foreclosure or by deed or assignment in lieu of foreclosure; provided, however, that if the proceeds of a foreclosure exceed the total amount due to the holder

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of the Mortgage, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien.

Section 6.5. Collection of Annual Assessments. Any Assessment, or installment thereof, not paid within ten days after the due date shall be delinquent and may accrue a late charge in such amount as may be established from time to time by the Board of Directors. The Board of Directors, or the managing agent at the request of the Board of Directors, shall take prompt action to collect any Assessments due from any Owner which remains unpaid for more than thirty days after the due date for payment therefore.

Section 6.6. Statement for Common Expenses. The Board of Directors or managing agent shall provide any Owner, contract purchaser or Mortgagee, within fourteen days after a written request therefore, with a written statement of all unpaid Assessments due or violations with respect to a specific Lot (or a statement that the amount of unpaid Assessments is zero and there are no violations) as part of the "Association Disclosure Packet" or as a separate statement. No contract purchaser, Mortgagee or purchaser from a Mortgagee requesting such a statement shall be jointly or individually liable for, nor shall the Lot conveyed to such Person relying on such statement be subject to a lien for, any unpaid Assessments due prior to the date of such statement in excess of the amount set forth on such statement, nor shall such Person be liable for the cost of correction of any violation not noted on the statement for common expenses; provided, however, that this section shall not be interpreted to release any Person from personal liability for such Assessments levied or violations noticed while such Person owned the Lot. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 6.7. Exceptions. As provided in the Deed of Subdivision for Eagle Pointe Shores, Phase 1, Brenda R. Witt, Owner of Lot 52, and Chester D. Witt, Owner of Lot 53, shall be exempt from the obligation to pay Assessments. This exemption shall terminate upon conveyance or change of ownership of Lot 52, by Brenda R. Witt, or of Lot 53, by Chester D. Witt, whereupon each and every subsequent Owner of Lot 52 or Lot 53 shall be required to pay Assessments and other obligations on a par with all other Owners.

ARTICLE 7

OPERATION OF THE PROPERTY

Section 7.1. Upkeep by Association.

(A) General. The Association shall be responsible for the management and Upkeep of all of the Common Area. The cost of the management and Upkeep of the Common Area shall be charged to the Owners as a Common Expense or Limited Common Expense, as appropriate. The Association shall not have any responsibility for the Upkeep of any Lot except for those responsibilities and duties specifically enumerated within the Association Documents, the subdivision documents or separate easement agreements. Notwithstanding the general provisions for maintenance of the Common Area set forth in this Section, other specific maintenance responsibilities and allocations of maintenance costs shall be determined by any

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provisions therefor and indicated in a Supplementary Declaration or as part of a deed of subdivision for a portion of the Property. If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or misconduct of an Owner or for which an Owner is responsible, the cost of such Upkeep shall be assessed against such Owner's Lot pursuant to Subsections 6.2(C) and 12.1(H). The Board of Directors shall establish the standard for Upkeep of the Common Area in its sole discretion.

(B) Storm Water Management. The Board of Directors shall provide Upkeep of the storm management and drainage facilities as a Common Expense of the Association. The Owner of any Lot on which there is located an easement for storm water drainage or control shall be responsible for the following items of maintenance, where applicable: grass mowing with reasonable frequency and the removal of debris and other matter to the best of the Lot Owner's ability where such debris or matter has impeded or threatens to impede the free flow of storm water through drainage areas. Such Owner's responsibility shall include notification of the Association of (i) any defects in the structure or design of the drainage area; (ii) any debris or other matter which is beyond the Owner's ability to remove; and (iii) any excessive erosion within or near the area of the easement. The Declarant and the Association shall have easements to enter upon any Lot to the extent necessary for Upkeep of such facilities.

(C) Roads and Entrance Features. The Board of Directors shall also provide for Upkeep of the Roads, center islands and road frontage of all Roads, such Upkeep to include entrance features, sidewalks, paths, trails, project signage, landscaping, associated lighting systems and similar community features.

Section 7.2. Upkeep of Lots. Each Owner shall keep such Owner's Lot and all improvements located on the Lot or associated with the Lot in good order, condition and repair and in a clean and sanitary condition, including all necessary grounds maintenance. Each Owner shall keep all improvements on the Lot or associated with the Lot in compliance with all governmental regulations and the applicable Leesville Lake Shoreline Management Plan. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to maintain such Owner's Lot and the improvement thereon and appurtenant thereto as required by this Section and consistent with the Rules and Regulation as the Board of Directors may promulgate, then the Board of Directors, or managing agent on behalf of the Board of Directors, may give notice to that Owner of the noncompliant condition, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified or to otherwise rectify the condition within thirty days after the date the notice is given, or such other period as may be specified in the notice if the circumstances warrant a different period, such Owner shall have the right, pursuant to Article 3 and Subsection 12.1(F) hereof and any resolutions adopted by the Board of Directors to rectify that condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred in rectifying the condition shall be assessed against such Owner's Lot in accordance with Subsection 6.2(C) and Section 12.1. The Owner shall reimburse the Association within thirty days after receipt of a statement for such expenses from the Board.

Section 7.3. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first class quality,

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but may be made with contemporary materials. The method of approving payment voucher for all repairs and replacements made by the Association shall be determined by the Board of Directors.

Section 7.4. Additions, Alterations or Improvements by Association. Whenever in the judgment of the Board of Directors the Common Area shall require capital additions, alterations or improvements (other than for Upkeep) costing in excess of twenty percent in the aggregate of the total Annual Assessment for Common Expenses for that fiscal year during any period of twelve consecutive months, the make of such additions, alterations or improvements requires a Majority Vote of the members, and the Board of Directors shall assess all Owners for the cost thereof as a Common Expense. Any capital additions, alterations or improvements or replacements costing in the aggregate twenty percent or less of the total Annual Assessment for Common Expenses for that fiscal year during any period of twelve consecutive months may be made by the Board of Directors without approval of the members and the cost thereof shall constitute a Common Expense or a Limited Common Expense depending on the nature of the improvements. Any Assessment resulting from expenditures authorized under this Section must also comply with Subsection 6.2(A)(3) which imposes limitations on increases in Assessments above a specified maximum. If member approval is required to increase the applicable maximum Annual Assessment, such approval shall be obtained simultaneously with the vote required by this Section. All additions, alterations or improvements made pursuant to this Section shall comply with all of the applicable Design Guidelines.

Section 7.5. Additions, Alterations or Improvements by Owners.

(A) Approval.

(1) No Person shall make any improvement, addition, alteration, or change of grade in or to any portion of the Property (other than for normal Upkeep and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows), without the prior written consent of the Architectural Review Committee. No Person shall paint, affix a sign not permitted by the Rules and Regulations, or construct or alter the exterior of any improvement, including the doors and windows, without the prior written consent of the Architectural Review Committee. Approval by the Architectural Review Committee shall not relieve an Owner from any obligation to obtain required governmental permits. The Owner shall deliver all approvals and permits required by law to the Architectural Review Committee, if requested. If any application to any governmental authority for a permit to make any such improvement, addition or alteration to any Lot requires signature by the Association, and provided consent has been given by the Architectural Review Committee, then the application shall be signed on behalf of the Association by an Officer, without incurring any liability on the part of the Officer, Architectural Review Committee, Board of Directors, the Association or any of them to any contractor, subcontractor or materialman on account of such improvement, addition or alteration, or to any Person having a claim for personal injury or property damage arising therefrom. Any improvement, addition or alteration upon any Lot in violation of the Association Documents shall be removed or altered to conform to the Association Documents (including the Design Guidelines) within thirty days after notice of the violation.

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(2) The provisions of this Section shall not apply to Lots owned by the Declarant or to improvements on any Lot if such improvements have been approved by the Declarant. The Declarant or a Builder, if approved by the Declarant, shall have the right to construct improvements or make alterations without the consent of the Architectural Review Committee and an authorized Officer shall sign any such application required.

(B) Limitations.

(1) Any Person obtaining approval of the Architectural Review Committee shall substantially complete any construction or alteration in accordance with approved plans and specifications within the time period as specified in the approval. If any such Person does not complete the work approved within the time period specified, then approval shall lapse.

(2) Any Person obtaining approval of the Architectural Review Committee shall not deviate materially from the plans and specifications approved without the prior written consent of the ARC. Approval of any particular plans and specifications or design does not waive the right of the ARC to disapprove such plans and specifications, or any elements or features thereof, if similar plans and specifications are subsequently submitted for use in any other instance by any other Person.

Section 7.6. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, except with the approval of the Declarant during the Development Period or the Board of Directors, thereafter. This provision shall not require the approval of the Declarant or the Board of Directors to deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments. No portion of any such Lot, nor any easement or other interest therein, except easements for utilities, storm water drainage and management, shall be conveyed or transferred by an Owner, except with the approval of the Declarant, during the Development Period.

Section 7.7. Consolidation of Lots. If a Person owns two or more adjacent Lots, then, with the consent of the Board of Director, which shall not be unreasonably withheld, conditioned or delayed, such Person may record in the Land Records a deed of consolidation or a reconfiguration plat combining and consolidation two or more adjacent Lots into one Lot. For the fiscal year in which any such consolidation is recorded in the Land Records, the Owner shall continue to pay the Assessment for each Lot consolidated. Beginning with the fiscal year following any such consolidation, the consolidated Lots shall be assessed as one Lot, and the books of the Association shall be adjusted to reflect the adjusted number of Lots.

Section 7.8. Discretionary Powers of Association Relating to the Property. The Board of Directors, on behalf of the Association, shall have all powers for the conduct of the affairs of the Association which are enabled by law and not specifically reserved to Owners or the Declarant, including but not limited to the following powers and duties, which may be exercised in its discretion:

(1) to provide such light as the Association may deem advisable on the Common Area;

(2) to build and operate additional Recreational Facilities upon the Common Area;

(3) to use the Common Area, subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;

(4) to exercise all rights, responsibilities and control over any easements which the Association may from time to time acquire;

(5) to create, grant and convey easements and licenses upon, across, over and under all Common Area, including but not limited to easements for the installation, replacement, repair and maintenance of utility lines serving the Property;

(6) to install and maintain Telecommunications Facilities within the Common Area, and to enter into agreements with Telecommunications Provider(s) and to impose Telecommunication Charges as part of its Annual Services Assessments. If installed, the Association shall have the right, to the extent permitted by law, to require connection to such facilities by each Member, and to impose and collect assessments for such facilities.

ARTICLE 8

USE OF LOTS AND COMMON AREA: RESTRICTIONS

Section 8.1. Permitted Uses. Each Lot and the Common Area shall be used as follows:

The Lots shall be used and occupied for residential and recreational purposes. No Structure shall be erected, altered, placed or permitted to remain on any Lot other than one Dwelling Unit and appurtenant Structures, approved by the Architectural Review Committee and appropriate governmental authorities, for use solely by the occupant of the Dwelling Unit. No Lot shall be used for commercial purposes, except as otherwise provided in the Association Documents. Notwithstanding the foregoing, nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as a visitors' center). Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this Subsection to or share such rights with one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such Persons.

Section 8.2. Restrictions on Use.

(A) Structure. No building or Structure shall be erected, altered, placed or permitted to remain on any Lot other than one dwelling unit and appurtenant structures, approved by the Architectural Review Committee and appropriate governmental authorities, for use solely by the occupant of the Dwelling Unit.

(B) No Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Property.

(C) Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be met and observed, by and at the sole expense of the Owner, the Declarant or the Association, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense or Limited Common Expense, as appropriate.

(D) Harmful Discharge. There shall be no emissions of dust, sweeping, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal Common Area fire pit, residential chimney or outdoor grill emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground (other than properly designed, permitted, installed, operated and maintained septic systems) or any body of water, in such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of the occupants of the Lots.

(E) Obstructions. No Person shall obstruct any of the Common Area or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has a right to be. No Person shall place or cause or permit anything to be placed on or in any portion of the Common Area without the approval of the Board of Directors, except that the Owners of Waterfront Lots (as defined in the Deed of Subdivision) may construct properly permitted facilities within the Waterfront Easement (as defined in the Deed of Subdivision) as permitted by the applicable Leesville Lake Shoreline Management Plan. Except for facilities constructed by Waterfront Lot Owners within the Waterfront Easement as aforesaid, nothing shall be altered or constructed in or removed from the Common Area without the prior written approval of the Board of Directors.

(F) Association Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are

incident to the use and occupancy of the Lots. The improvements located on the Common Area shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Board of Directors, and then only in strict compliance with the terms of any such approval. No Person shall engage or direct any employee of the Association on any private business of the Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Association.

(G) Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written authority of the Board of Directors.

(H) Fences. No fence or enclosure shall be erected or built on any Lot until first approved in writing by the ARC as to location, height, material, color and design. Approval is not required for the replacement of an existing fence, provided that the replacement fence is in the same color, style and location as the original fence being replaced. Fences are prohibited in front yards, and no fence shall extend beyond the front plane of any dwelling unit (not including the garage). Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. No chain link fence shall be permitted on the Property; provided, however, that the Declarant or its designees may erect a chain link fence for the temporary storage of building materials for the protection of building sites or storm water management ponds or for other construction or safety purposes.

(I) Signs. Except for such signs as may be posted by the Declarant or a Builder (as permitted by the Declarant) for promotional or marketing purposes or by the Association, no signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area or any other Lot that does not comply with the Design Guidelines without the prior written approval of the Architectural Review Committee.

(J) Temporary Structure. No structure of a temporary character, and no trailer, mobile home, tent, shack, barn, pen, kennel, run, stable, shed or other temporary accessory building shall be erected, used or maintained on any Lot except in connection with construction activities or as approved in writing by the Board of Directors.

(K) Modification. No modification or alteration of any Lot, Structure, or any portion thereof, shall be made, installed, constructed, erected, placed, altered and/or externally improved on any Lot or Structure until an Application has been properly filed with, and approved by, the ARC, and appropriate governmental authorities, for use solely by the occupant of the Dwelling Unit.

(1) Approval of the ARC is not required for repainting or re-staining a Structure or an element of a Structure to match its original color. However, prior written approval by the ARC is required for color changes to any Structure or portion thereof. Only colors which are either the original Structure color or noted on the list of original builder-approved colors maintained by the ARC are permitted.

(2) Approval of the ARC is not required for the replacement of gutters and down spouts of a Structure, provided that the replacements are of the same Architectural Character as the original Structure element(s). Any and all alterations or changes of the Architectural Character of any such original elements require prior written approval by the ARC.

(3) Conversions of garages into dens, living rooms, guest house or anything which results in additional living space without the prior written approval of the ARC are prohibited.

(D) Utility Lines. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be permitted. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television or telephone cable, electric line or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground. Utility equipment normally installed above ground may be installed above ground.

(E) Maintenance. Each Owner shall, at all times, maintain each Lot owned by such Owner and all Structures appurtenant thereto in good repair and in a state of neat appearance and in accordance with the following minimum standards:

(1) The exteriors of all Structures shall be kept in good maintenance and repair. No Structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of a Structure shall not be permitted to remain in a damaged condition for longer than three (3) months, unless expressly allowed by the Board of Directors in writing.

(2) All grassy areas of a lawn shall be kept mowed and shall not be permitted to grow beyond a reasonable height.

(3) No fence, wall, tree, hedge or shrub shall be maintained in such a manner as to obstruct sight lines for vehicular traffic or lake views from other lots.

(4) Except as required for proper sight lines, no healthy and live tree of a diameter of more than six inches (6") measured two feet (3') above ground level shall be removed without the approval of the ARC. No vegetation on slopes of greater than twenty percent (20%) gradient or "no cut" areas on approved site plans may be cut without the prior approval of the ARC unless necessary to construct improvements based on plans previously approved by the ARC. The Board of Directors shall have authority to revise and or set rules for cutting of vegetation and trees.

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(5) Vegetable gardens must be located in a fully-fenced yard and located between the rear line of the Dwelling Unit and the rear property line of the Lot and shall not exceed Two Hundred Fifty (250) square feet in size.

(6) Decorative objects in excess of twelve inches (12") are prohibited from the front yard area of all Lots.

(7) Prior written approval by the ARC must be obtained prior to installation for landscaping feature that include:

(i) Any plantings intended to form a hedge or natural fence on or near a property line of a Lot and which will attain a height in excess of twenty-four inches (24");

(ii) Railroad ties, garden timbers, stone or similar structures;
and

(iii) Any improvement which is inconsistent with the existing Architectural Character of its dwelling unit or appurtenant structure, any adjacent Dwelling Units and the surrounding area, including, but not limited to, substantial or total removal and replacement of turf with another material such as mulch or gravel.

(F) Nuisance. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed thereon which is or may become an annoyance or nuisance to the neighborhood. Each Lot Owner shall observe the following minimum standards:

(1) Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, birds and reptiles of any kind, regardless of number, is prohibited on each Lot, on the Common Area, and within each Dwelling Unit, except that the keeping of guide animals and a reasonable number of orderly domestic pets (e.g., dogs, cats, or caged birds) is permitted, subject to any rules and regulations adopted by the Board of Directors; provided, however, that (i) such pets are not kept or maintained for commercial purposes or for breeding; (ii) such pets are registered, licensed, inoculated, confined and leashed as required by applicable law; (iii) such pets are not a source of danger, annoyance or nuisance to any Lot Owner; and (iv) any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten days written notice from the Board of Directors. No horses may be kept or boarded on any of the Lots or Common Area. Pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be cleaned up by the Owner responsible for the pet being on the Property. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. The appropriate governmental authorities shall have an easement across the Property to enforce local animal control laws and ordinance.

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(2) Lighting. No exterior lighting on a Lot or its Structures shall be directed outside the boundaries of the Lot. Exterior lighting which is original to a Lot and/or Structure may not be altered without the prior written approval of the ARC. All proposed replacement or additional fixtures must be compatible with the Architectural Character of the existing Lot and/or Structure. Exterior lighting which results in an adverse visual impact to adjacent Lots, whether by location, wattage or other features, is prohibited. Approval of the ARB is not required for the installation of festive or holiday lighting and decorations; however, all such displays are deemed temporary in nature and, therefore, are only permitted for a maximum of eight (8) weeks, after which time they shall be removed. Displays which create traffic or parking nuisances due to excessive attention from viewers are prohibited.

(3) Laundry. No clothing, laundry or wash shall be aired or dried exteriorly, and no clothes lines or similar apparatus for the exterior drying of clothes shall be permitted, on any portion of the Property.

(4) Trash. Trash shall be collected and stored in trash receptacles with fixed lids only, and not solely in plastic bags. Trash and garbage receptacles shall not be permitted to remain in public view, including from the Roads, Recreation Areas and neighboring Lots, except on days of trash collection if the Board of Directors has contracted with a trash collection service, and except those receptacles designed for trash accumulation located in the Common Area. Uncollected trash or trash not stored in proper receptacles must be removed from the curb by the end of the day. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on the exterior of any Dwelling Unit.

(5) Vehicles. Except in connection with construction activities, no commercial or industrial vehicle, including moving vans, trucks, tractors, trailers, vans, wreckers, tow trucks, hearses and buses, shall be regularly or habitually parked or parked overnight on the Property, except upon the prior written approval of the ARC. No trailer, camper, recreational vehicle, boats, personal watercraft or other large vehicles, including grounds maintenance equipment, ATV's, lawn mowers, lawn tractors, dune buggies, motorcycles or trail bikes may be parked or used on any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot, unless expressly permitted by the ARC and only in such parking areas or for such time periods (if any) as may be determined by the ARC for such purposes. Parking of all such vehicles and related equipment, other than on a temporary (seven days or less) and non-recurring basis, shall be in garages or in areas designated by the ARC, if any. No inoperable, junk, derelict, unregistered, unlicensed or uninspected vehicle shall be kept on the Property, except in an enclosed garage. No portion of the Property shall be used for the repair of a vehicle, provided, however, that noncommercial repair of vehicles is permitted within enclosed garages. No motor vehicles shall be driven on trails or unpaved portions of the Common Area, except such vehicles as are authorized by the Board of Directors as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated Roads constructed or under construction on the Common Area. The Board of Directors shall have the right to tow any vehicle parked or kept in violation of the covenants contained within this Article, upon twenty-four (24) hours' notice and

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at the vehicle owner's sole expense.

(6) Noise. No Person shall cause any unreasonably loud noise anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

(7) Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, tenants, licensees or timesharing participants.

(8) Professional Offices. No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that an Owner may maintain an office or home business in the Dwelling Unit constructed on such Owner's Lot if: (i) such office or business generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business; (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Property outside of an approved enclosure; and (iii) such Owner has obtained approvals for such use as may be required by the appropriate local governmental agency. As a condition of such use, the Board of Directors may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use.

(9) Construction Activities. This Section shall not be construed to forbid any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out: (i) with the minimum practical disturbance to Persons occupying other portions of the Property; (ii) in such a way as does not violate the rights of any Person under other provisions of this Declaration; (iii) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

Section 8.3. Rules and Regulations. The Board of Directors shall have the power and authority to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or any portion thereof and the actions of the Owners and occupants which affect the Property, which may supplement, but may not be inconsistent with the provisions of the Association Documents. For the purpose of interpretation and enforcement of the Rules and Regulations, the term Property shall be deemed to include the land immediately adjacent to the Lot, within the Roads, or otherwise to the extent an Owner or occupant's actions affect the appearance and use of the Property. Rules and Regulations governing the actions of Owners or occupants on land adjacent to a Lot shall be consistent with and reasonably necessary to the maintenance of a uniform quality of appearance for the Property. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Owner. Changes to the Rules

and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or Common Area. Also, the Board of Directors, for good cause shown, may issue temporary exceptions to any prohibitions expressed or implied by the Declaration. The Board of Directors shall have authority to establish a reasonable admission fee and other fees for the use of the clubhouse and the swimming pool, and to reasonably limit the number of guests of an Owner using the Common Area.

Section 8.4. Exclusion for Declarant and Designees of Declarant. Notwithstanding any other provision of the Association Documents, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Builder during the Development Period. This exception for Builders shall be subject to such rules as may be established by the Declarant for safety or to maintain the appearance of the Property.

Section 8.5. Leasing and Resale of Lots.

(A) Leasing. No Lot or any portion thereof shall be used or occupied for revolving use, transient or hotel purposes or in any event leased for an initial period of less than thirty (30) days. No portion of any Lot (other than the entire Lot together with all Structures thereon, if any) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No Owner shall lease a Lot other than on a written form of lease: (i) requiring the tenant to comply with the Association Documents; and (ii) providing that failure to comply constitutes a default under the lease. The Board of Directors may suggest or require a standard form language for use by Owners. The Board of Directors may require each Owner to forward a conformed copy of any such lease to the Board of Directors. The foregoing provisions of this Subsection, except the restriction against use or occupancy for hotel or transient or revolving use purposes, shall not apply to Lots owned by the Declarant, or by a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(B) Resale.

(1) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference provisions of this Declaration, as well as any applicable Supplementary Declaration. Notwithstanding failure to include a reference to this Declaration in a deed or instrument transferring title to a Lot, the covenants, conditions, restrictions, easements, charges, obligations, and liens, as well as the rights and privileges, set forth herein shall run with the land, and shall encumber the Lot as though reference thereof was set forth in such deed or instrument.

(2) Notification. The contract seller of the Lot shall notify the Board of Directors of the contract purchaser and the scheduled date and place conveyance will be accomplished.

(3) Association Disclosure Packet. The Board of Directors shall, upon written request from a contract seller of a Lot, and upon payment of the applicable fee, furnish an

Association Disclosure Packet as required by applicable Virginia law and a Statement of Common Expense in accordance with Section 6.6 hereof.

Section 8.6. Exceptions. Notwithstanding any other provision of this Declaration, the improvements on any Lot existing at the time of recordation of the Deed of Subdivision creating such Lot shall not be required to meet the Design Guidelines. All proposed replacements, alterations and modifications shall be required to meet all of the Design Guidelines.

ARTICLE 9

ARCHITECTURAL REVIEW; DESIGN GUIDELINES

Section 9.1. Architectural Review Committee.

(A) Purpose. The Board of Directors may establish an Architectural Review Committee, consisting of at least three Persons appointed by the Board of Directors, each to serve for a term of from one to three years as may be determined by the Board of Directors, in order to assure that the Property shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Property; and (iii) promoting the general welfare and safety of the Owners, such Owners' tenants and such Owners' (or tenants') households, guests, employees, agents and invitees. If the Board of Directors fails to appoint an Architectural Review Committee, then the Board of Directors shall perform the duties of the Architectural Review Committee and all referenced in the Association Documents to "Architectural Review Committee" and/or "ARC" shall be interpreted as references to the Board of Directors.

(B) Powers.

(1) The Architectural Review Committee shall regulate the external design, signage, appearance, use and maintenance of the Property; provided, however, that the ARC shall not have the power or authority to regulate the activities of the Declarant on the Common Area or any Lot owned by the Declarant or construction on any Lot which has been approved by the Declarant or activities of the Board of Directors on the Common Area.

(2) The Architectural Review Committee may from time to time establish requirements regarding the form and content of plans and specification to be submitted for approval, the "Design Guidelines." The initial Design Guidelines are set forth in Section 9.3. The Architectural Review Committee shall have the power and authority to impose reasonable application fees as well as the cost of reports, analyses or consultations required in connection with improvements or changes proposed by an Owner. The initial ARC review fee is established at \$250.00. Such fees shall be assessed against the Lot owned by the Owner making the application.

(3) Subject to the review of the Board of Directors, the ARC shall from time to time provide interpretations of Association Documents and Design Guidelines pursuant to the intents, provisions and qualifications thereof when requested to do so by an Owner or the

Board of Directors. The ARC may publish and record such interpretations in order to establish precedents for application of the Association Documents or the Design Guidelines or other matters relative to architectural control and protection of the aesthetic or property values of the Property.

(4) The Architectural Review Committee may propose changes in the Design Guidelines for approval by the Board of Directors from time to time. Changes to the Design Guidelines approved and adopted by the Board of Directors are hereby incorporated by this reference and shall be enforceable as if set forth herein in full.

(5) A Majority Vote of the Architectural Review Committee shall be required in order to take any action. The Architectural Review Committee shall keep written records of all its actions. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Board of Directors by any party who appeared at a hearing with respect to such action, ruling or decision or who submitted a writing in protest or support prior to the action, decision or ruling and the Board of Directors may modify or reverse any such action, decision or ruling.

(C) Authority. The Architectural Review Committee shall have additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the ARC of any of its duties, powers and authority either generally or on a case-by-case basis. The ARC shall carry out its duties and exercise its powers and authority in accordance with Subsections 12.1(H) and (I) hereof and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors. The ARC and the Board of Directors shall have no authority to regulate construction by the Declarant or approved by the Declarant.

(D) Time for Response; Variances. Notwithstanding the foregoing, the Architectural Review Committee shall act on all matters properly before it within forty-five days after submission of a complete application in the form prescribed by the ARC; failure to do so within the stipulated time shall constitute approval by the ARC of the proposed structure, addition, alteration or improvement if in conformance with the Design Guidelines. Notwithstanding the foregoing, neither the Board of Directors nor the ARC has the right or power, either by action or failure to act, to waive enforcement or grant variances from the written Design Guidelines without a specific finding stating the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, such development conforming to such variance or exception shall be deemed to comply.

Section 9.2. Compensation of Architectural Review Committee. Members of the Architectural Review Committee may not be compensated by the Association for their service on the ARC.

Section 9.3. Design Guidelines. The Design Guidelines, as may be amended from time to time as provided herein, shall be as follows:

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(A) Structures. No Structure or addition to a Structure shall be erected, placed, altered or externally improved on any Lot until an application has been properly filed with, and approved by, the ARC, and proper permits, including construction permits, have been granted by appropriate governmental authorities

(B) Porches. Screened porches are Structures and require prior written approval by the ARC prior to construction. All screened porches must be compatible with the Architectural Character of its Dwelling Unit and shall not exceed one story in height. T-1-11 plywood is prohibited as an exterior finishing material. All construction materials must be of pressure treated lumber or materials similar in grade and quality to those of the Dwelling Unit. Porch roofs must have gutters and downspouts, must match, and be constructed of the same material as the Dwelling Unit's roof, and must be pitched in hip or gable style. However, if the roof of a porch located on the rear side of a Dwelling Unit must be constructed in a shed roof style due to window locations, then said shed style roof shall be of no less than three feet (3') in twelve feet (12') in slope. Flat roofs are prohibited. Roofs with standing seam metal roofing, cedar shake shingles or architectural grade shingles are approved.

(C) Greenhouses. Greenhouses, free-standing and/or attached to Dwelling Units, are Structures and require prior written approval by the ARC prior to construction. All such greenhouses must be located in the rear yard and on the rear side of its Dwelling Unit. All greenhouses must be compatible with the Architectural Character of its Dwelling Unit and appurtenant Structures, as well as adjacent Lots and Dwelling Units, and shall not create a negative, visual impact on any such adjacent Lot or Dwelling Unit.

(D) Decks. All decks must be approved in writing by the ARC prior to construction. Decks are prohibited from the front and side yards of all Lots and are only permitted in the rear yard of all Lots. The profile of any deck, including steps or stairs, shall not extend beyond the side plane of its Dwelling Unit. All decks, particularly elevated decks, must be compatible with the Architectural Character of its Dwelling Unit, other adjacent Dwelling Units, and its environmental surroundings. Decks shall be constructed of wood and shall be sealed, stained, or painted to match the trim of its Dwelling Unit. Permitted styles and detailing of deck railings can be obtained from the ARC. Privacy screens for decks shall be constructed of wood and must be compatible with the Architectural Character of its Dwelling Unit. Privacy screens shall not exceed six feet (6') in height from the deck floor. Lattice screening materials are prohibited. At the discretion of the ARC, decorative screening of or landscaping around the area underneath elevated decks may required to minimize any possible negative visual impact to surrounding Lots, Structures or public view. Owners shall be responsible for obtaining all necessary permits and governmental approval for any deck prior to construction.

(E) Driveways. All driveways, including Common Driveways, must be finished with a material other than dirt. A finished driveway serving the Lot must be completed no later than twelve months after construction of a Dwelling Unit on the Lot is started. At least the first fifty feet of the driveway from the Road shall be finished in concrete, asphalt, pavers or other material approved in writing by the Architectural Review Committee. Each driveway must comply with all requirements of the Virginia Department of Transportation (VDOT) for driveways abutting a road maintained by VDOT.

(F) Chimneys. Chimneys shall be of masonry construction or encased in the same finish material as the exterior of it Dwelling Unit. Metal chimneys, metal flues and/or wood stoves are not permitted on the exterior of any Dwelling Unit.

(G) Skylights. Skylights are permitted with the written approval of the ARC prior to installation. Skylights are only permitted on the rear slope of the roof of a Dwelling Unit and must not be visible to public view from the front of a Dwelling Unit.

(H) Attic Ventilators. Attic ventilators are permitted; however, they must be mounted on the slope of a Dwelling Unit's roof which is least visible to public view so as to minimize their visibility. All attic ventilators added after initial construction of a Dwelling Unit by Declarant or a Builder is completed must be approved in writing by the ARC prior to installation.

(I) Awnings. Awnings are permitted with the written approval of the ARC prior to installation; however, awnings are only permitted on the rear exterior of a Dwelling Unit. Awnings must be of plain design, without decorative features or fringes. Their color must be compatible with the exterior color of the Dwelling Unit so as to present a uniform and monochromatic appearance. Their size must be consistent with the Architectural Character of their Dwelling Unit. All awnings must be retractable.

(J) HVAC. Air-conditioning or heat pump units installed in windows or extending through exterior walls are prohibited.

(K) Storm and Screen Doors. Storm and/or screen doors must be of the "full view" design, without grilles, mullions or divided glass arrangements, and must be painted the same color as the entry door trim.

(L) Security Bars. Exterior security-bars or grates on windows are prohibited, except upon written approval by the ARC prior to installation.

(M) Window Treatments. Window treatments or coverings including, but not limited to, aluminum foil, brown craft paper or bedding draped on windows, is prohibited.

(N) Pools. All pools must be in-ground and must be approved in writing by the ARC prior to construction. All pools must be located within a fully-fenced yard. All equipment and structures related to the pool, including but not limited to, water filtration systems, must be within the fully-fenced yard. Any alteration of established drainage patterns which may be caused by the construction of any pool must be considered and remedied prior to approval. Applications for the construction of pools must include plans for addressing any such drainage pattern alteration.

(O) Hot Tubs. Exterior hot tubs and/or spas must be approved in writing by the ARC prior to installation and spas must be located in the rear yard of a Lot and adjacent to its Dwelling Unit. Hot tubs and/or spas must, if elevated, blend with the exterior finish of the Dwelling Unit, deck or patio to which it is attached or whatever Structure is closest in proximity thereto. The incorporation of hot tubs and spas as architectural elements of decks or patios is

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encouraged.

(P) Patios. All patios must be approved in writing by the ARC prior to construction. The scale, material and style of all patios must be compatible with the Dwelling Unit, other adjacent Dwelling Units, and its environmental surroundings. Any alteration of established drainage patterns which may be caused by the construction of a patio must be considered and remedied prior to approval Applications for the construction of patios must include plans for addressing any such drainage pattern alteration.

(Q) Sidewalks and Pathways. Additional sidewalks and pathways must be approved in writing by the ARC prior to installation and must be constructed of stone, brick, concrete or landscaping-grade material and must be compatible with the Architectural Character of the Lot, Structures and their surroundings. Replacement of existing sidewalks and pathways may be made without the approval of the ARC, provided that the replacement is in the same style, material, size and location as the original sidewalk and/or pathway.

(R) Storage Sheds. All storage sheds must be located in a fully-fenced yard or located under a deck adjacent to a Dwelling Unit. Metal sheds are prohibited. Sheds must be painted or stained to match the existing exterior of the Dwelling Unit and shall be no larger than eight feet by ten feet (8' x 10') in length or width and eight feet (8') in height.

(S) Dog Houses. Dog houses and animal pens are permitted; however, they must be compatible in color and material with the Architectural Character of its Dwelling Unit, must be located within the rear yard and fully-enclosed by fencing of a suitable height to contain the pet(s) enclosed therein. Dog runs, including, but not limited to wire and pulley tethers, and stationary tethers are prohibited.

(T) Play Equipment. Permanent recreation or play equipment which constitutes a Structure, including, but not limited to sand boxes, playhouses and swing-sets, must be approved by the ARC prior to installation. Any such equipment must be located in the rear yard area of a Lot and must be compatible with the scale of a Lot. The scale and style of such equipment must not create a negative visual impact to neighboring Lots or from public view. Equipment must be designed and constructed to blend with the natural environment. Earth-tones are preferred; bright and/or primary colors must be minimized. Permanent basketball backboards are prohibited from the front and side exteriors and yards of all Dwelling Units. However, installation of permanent basketball backboards may be permitted with the prior written approval of the ARC in the rear yard of a Lot provided that there is no adverse impact on any neighboring Lot. Portable play equipment must be stored in a location where it is not visible from public view when not in use.

(U) Outdoor Grills and Fireplaces. All permanent grills, outdoor fireplaces and/or barbecue structures must be approved by the ARC prior to construction. Any and all such structures must be located in the rear yard of a Lot and as far as practical from adjacent property lines.

(V) Firewood. Firewood must be kept neatly stacked in piles not to exceed ten feet (10') in length and four feet (4') in height. Firewood must be located to the rear or side of a

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Dwelling Unit and in such a manner which does not create a negative visual impact for adjacent Lots. In certain cases, screening of firewood may be required by the ARC.

(W) Antennae and Satellite Dishes. Standard TV antennas and other over-the-air reception devices (including satellite dishes) of less than one meter (39 inches) in diameter shall be permitted, subject to reasonable standards regarding placement, screening, maintenance and indemnity obligations, which may be adopted by the ARC from time to time, such standards to be in conformity with F.C.C. Regulations (47 CFR 1.4000), as amended; provided, however, that all such rules relating to antennae and satellite dishes shall not unreasonably delay installation, interfere with reception or increase the cost. Should any such rules and regulations adopted herein or by the ARC conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

(X) Signs. Signs or any other form of advertising of any nature are prohibited, except for real estate, building and construction signs. There shall be no more than one (1) sign permitted per lot, and no sign shall exceed three feet (3') in any dimension.

(Y) Mailbox units which deviate from the standard mailbox and post design must obtain the written approval of the ARC prior to installation.

(Z) Free-standing flagpoles are prohibited; however, flag staffs which are attached to the wall or pillar of a Structure and not exceeding six feet (6') in length are permitted. Only one (1) flag staff per Lot is permitted.

Section 9.4. Construction Damage Deposit. Prior to the approval of an application for improvements on a Lot, the Architectural Review Committee shall require the Lot Owner to post a construction damage repair deposit in the amount of \$2,000 to be used by the Association for repairs to the Common Area if caused by the Owner, such Owner's household, guests, employees, agents, invitees, contractors and subcontractors in connection with improvements made or being made to the Lot. Upon completion of construction, including finishing the driveway serving the Lot, and upon inspection by the ARC of the Common Area and a finding by the ARC that no damage to the Common area is attributable to the construction on the Lot, the construction damage deposit shall be returned to the Lot Owner. Any costs incurred by the Association for repairs of damage attributable to construction on the Lot, may be paid from the construction damage deposit, or assessed against the Lot as an Individual Assessment as determined by the Board of Directors.

ARTICLE 10

INSURANCE

Section 10.1. Physical Damage and Liability Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public

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liability policy applicable to the Common Area covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents arising from the operation, maintenance or use of the Common Area. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If reasonably available, the Board of Directors shall obtain directors' and other officers' liability insurance. Premiums for all insurance shall be a Common Expense.

Such insurance shall be governed by the provisions hereinafter set forth:

(A) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(B) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants of Lots or their Mortgagees, and insurance carried by the Association shall be primary.

(C) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available.

(D) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board of Directors, any Owner, or any Owner's household;

(2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) that no policy may be canceled, invalidated or suspended due to the conduct of any Owner, or such Owner's tenant or such Owner's (or tenant's) household, guests, employees, agents and invitees, or of any member, Officer or employee of the Board of Directors or the managing agent without a prior demand in writing that the Board of Directors or the managing agent cure the defect and neither shall have so cured such defect within thirty days after such demand;

(4) that no policy may be canceled (including for failure to pay the premium) or substantially modified without at least ten days prior written notice to the Board of Directors; and

(5) that the Declarant, so long as the Declarant shall own any Lot, shall be protected by all such policies as a Member, if available.

Section 10.2. Fidelity Bonds. In addition to other insurance required by this Article, the

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Board of Directors shall obtain a fidelity bond or bonds on directors, Officers, employees, agents and other persons handling or responsible for the Association's funds naming the Association as the obligee. The premium for any fidelity bond obtained by the Association shall be a Common Expense. The amount of fidelity coverage shall be in an amount equal to the maximum funds that will be in the custody of the Association at any time, but not less than an amount equal to the sum of twenty-five percent (25%) of the annual general Assessment and the Association's reserve funds, unless the Board of Directors determines in the exercise of its business judgment that such amount is unwarranted and that a lower amount is appropriate. The fidelity bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten days prior written notice to the Association.

Section 10.3. Other Insurance. To the extent necessary to satisfy the requirements of the Secondary Mortgage Market Agencies, the Board of Directors shall also obtain any other insurance coverage. The Association may purchase any other insurance as determined to be necessary or desirable by the Board of Directors.

ARTICLE 11

RECONSTRUCTION AND REPAIR

Section 11.1. Common Area. Except as otherwise provided herein and if all or any part of any improvement located on the Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including any furniture, fixtures and equipment). If destruction of the improvements located on the Common Area is insubstantial, the Board of Directors may elect not to repair such insubstantial damage. Otherwise, any decision not to repair or restore improvements on the Common Area shall be made in accordance with Section 14.4 hereof. If damaged improvements are not repaired, then the Board of Directors shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account such damage shall be placed in the Association's general account. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area for purposes other than the repair, replacement or reconstruction of such improvements except in accordance with this Section and Section 14.4 hereof.

Section 11.2. Lots. If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either: (i) by repairing or reconstructing such building or other major improvement; or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Architectural Review Committee permits a longer time period, such work must be commenced within three months after the casualty and substantially completed within six months after the casualty.

ARTICLE 12

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COMPLIANCE AND DEFAULT

Section 12.1. Enforcement Provisions. Each Owner shall be governed by, and shall comply with, all of the terms of the Association Documents and Rules and Regulations, as amended from time to time. A default by an Owner complying with or enforcing the Association Documents or the Rules and Regulations shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief:

(A) Additional Liability. Each Owner shall be liable to the Association or to any affected Owner for any costs incurred by the Association and the expense of all Upkeep rendered necessary by such Owner's act or omission, regardless of neglect or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including legal fees, incurred as a result of a failure to comply with the Association Documents and Rules and Regulations by any Owner may be assessed against such Owner's Lot.

(B) New Owner Address. If a new owner does not give the Secretary or managing agent written notice of such Owner's name and the number or address of the Lot within thirty days after acquiring title to such Lot then reasonable record keeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Owner's Lot. The Board of Directors may set or change the amount of such Assessment from time to time. The Board of Directors may set a charge for processing and recording a change of ownership of a Lot in the records of the Association. Such Assessments shall be a lien against such Owner's Lot as provided in Section 12.2 hereof.

(C) Costs and Fees. In any proceeding arising out of any alleged default by an Owner or any suit brought by an Owner against the Association or any director or Officer, the prevailing party shall be entitled to recover the costs, including attorneys' fees, of such proceeding.

(D) No Waiver of Rights. The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents shall not constitute a waiver of the Association, the Board of Directors or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Association Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the Person exercising the same from exercising such other privileges as may be granted to such Person by the Association Documents, the Act or at law or in equity.

(E) Interest. If a default by an Owner in paying any sum assessed against such Owner's Lot continues for a period in excess of thirty days, interest from the due date at a rate

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not to exceed the lesser of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the due date until paid. The imposition of interest shall not preclude collection of a late charge and any late charge shall not be considered interest subject to the limitations of this Section.

(F) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any provision of the Association Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Association Documents: (i) to enter the portion of the Property (excluding any occupied dwelling) pursuant to Section 3.3 hereof on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents or the Rules and Regulations, and Board of Directors shall not thereby be deemed guilty in any manner of trespass; (ii) to use self-help to remove or cure any violation of the Association Documents or the Rules and Regulations on the Property (including the towing of vehicles); or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted. The Board of Directors shall follow the due process procedures set forth in Subsections 12.1(H) and (I) hereof.

(G) Legal Proceedings. Failure to comply with any of the terms of the Association Documents or Rules and Regulations shall be grounds for relief, including an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all Assessments, any other relief provided for the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Owner and shall not constitute an election of remedies.

(H) Charges and Suspension of Rights. The Board of Directors has the power and authority to impose charges and the suspend the right to vote in the Association or other rights in the case of an Owner found to be responsible for a violation of the Association Documents or Rules and Regulations. Charges may not exceed Fifty Dollars (\$50.00) for each violation or Ten Dollars (\$10.00) per day for each violation of a continuing nature or such greater amount as may be permitted by law. No charge may be imposed for failure to pay an Assessment except for a Late Charge or as otherwise provided in this Declaration. Charges are Individual Assessments and shall be collectible as such and shall also constitute a lien against a Lot in accordance with Section 12.2 hereof. The Board of Directors may also suspend the right of an Owner or other occupant, and the right of such Person's household, tenants, guests, employees or invitees to use the Recreational Facilities located on the Common Area during the duration of the violation and for a reasonable period, not to exceed sixty days, for any violation of any provision of any of the Association Documents or the Rules and Regulations or for any period during which any Assessment against an Owner's Lot remains unpaid. No charge shall be imposed and no construction altered or demolished until the Person charged with such violation has been given notice and an opportunity for a hearing as set forth in Subsection 12.1(I) below.

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In addition, voting rights and the right to use the Recreational Facilities may not be suspended until the Person charged with the violation has been given notice and opportunity for a hearing pursuant to Subsection 12.1(I) below, unless such rights are suspended due to non-payment of Assessments, in which case the Person charged with the violation is not entitled to notice and an opportunity for a hearing. The Board of Directors may determine to take other actions, including performing maintenance on a Lot pursuant to Sections 6.2 and 7.2 hereof without providing a hearing. The Board of Directors may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice and a written summary thereof.

(I) Due Process. The Board of Directors, before imposing any charge (except a Late Charge) or before taking any action affecting one or more specific Persons shall afford such Person the following basic due process rights:

(1) Notice. The respondent shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction. The notice shall also state that the respondent is entitled to a hearing, if a hearing is required pursuant to Subsection 12.1(H) above. Notice of any hearing shall be sent by registered or certified United States mail, return receipt requested, to the Owner at such Owner's address of record with the Association at least fourteen days prior to such hearing.

(2) Hearing. If the respondent is entitled to a hearing pursuant to Subsection 12.1(H) above and requests in writing a hearing before any charge is imposed or action taken, then the imposition of the charge or the taking of the action shall be suspended until the respondent has an opportunity to be heard at a hearing at which the Board of Directors discusses such charges or action. Each Person so appearing shall have the right to be represented by such Person's counsel, at such Person's own expense.

Section 12.2. Lien for Assessments.

(A) Lien. The total Annual Assessment of each Owner for Common Expenses, any Additional Assessment, and Individual Assessment or any other sum duly levied (including Late Charges, charges, interest, contractual charges, etc.), made pursuant to the Association Documents, is hereby declared to be a lien levied against any Lot owned by such Owner in accordance with this Declaration. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to Annual Assessments, the lien is effective on the first day of each fiscal year of the Association and, as to Additional Assessments, Individual Assessments and other sums duly levied, the lien is effective ten days after the date of notice to the Owner of Lot against which such Assessment or levy is made. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien by §55-516 of the Property Owners' Association Act. The lien created by this Section shall be prior to all liens and encumbrances hereafter recorded except real estate taxes, Mortgages, and other charges levied by governmental authority and

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made superior by law. The personal obligation of the Owner to pay such Assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any Assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(B) Acceleration. In any case where an Assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such Assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the Assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner.

(C) Enforcement. The lien for Assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia for foreclosure of mortgages or deeds of trust containing a power of sale or by an action in the name of the Board of Directors, or the managing agent, acting on behalf of the Association. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

(D) Remedies Cumulative. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 12.3. Subordination and Mortgagee Protection. Notwithstanding any other provision to the contrary, the lien of any Assessment levied pursuant to the Association Documents upon any Lot (and any charges, interest, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of a Mortgage or the purchaser of the Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 13

MORTGAGES

Section 13.1. Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address of the mortgagee. No mortgagee shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has notified the Board of its address as required by Section 13.2 below and has requested all rights under the Association Documents.

Section 13.2. Notice to Mortgagees. Any Mortgagee who desires notice from the

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Association shall notify the Secretary of the Association to that effect by certified or registered United States mail, postage prepaid. Any such notice shall contain the name and address, including post office address of such Mortgagee and the name of the person to who notices from the Association should be directed. The Board of Directors shall notify Mortgagees of the following:

(A) Any default by an Owner of a Lot, upon which the Mortgagee has a Mortgage, in paying Assessments (which remains uncured for one hundred twenty days) or any other default simultaneously with the notice to the defaulting Owner;

(B) Any event giving rise to a claim under an insurance policy arising from damage to improvements located on the Common Area in excess of thirty percent of the then current replacement cost of such improvements;

(C) Any termination, lapse or material modification in an insurance policy held by the Association;

(D) Any taking in condemnation or by eminent domain of the Common Area and the actions of the Association in connection thereto;

(E) Any proposal to terminate the Declaration, at least sixty days before any action is taken to terminate in accordance with Article 15; and

(F) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws, at least ten days before any action is taken pursuant to Section 14.4.

ARTICLE 14

AMENDMENT; EXTRAORDINARY ACTIONS

Section 14.1. Amendment by Declarant. During the Development Period, the Declarant may unilaterally without the approval of the Association, any Owner, Mortgagee or Secondary Mortgage Agency amend any provision of this Declaration or any Supplementary Declaration to: (i) make non-material or corrective changes; (ii) satisfy the requirements of any government, governmental agency, Secondary Mortgage Agency or Mortgagee; (iii) reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots; provided, however, that such relocation is reflected in an approved resubdivision; (iv) add all or any portion of the additional land in accordance with Article 4; and (v) withdraw Submitted Land in accordance with Section 4.4.

Section 14.2. Amendment by Association.

(A) Member Approval. Subject to Sections 14.3 and 14.4, the Association may amend this Declaration with the written approval of members entitled to cast at least seventy-five percent (75%) of the total number of votes or upon a seventy-five percent vote by the members at a meeting called for such purpose.

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(B) Certification. An amendment by the Association shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Association, and recorded among the Land Records. Any procedural challenge to an amendment must be made within one year after recordation.

(C) Supplementary Declarations. Amendment of a Supplementary Declaration is governed by the provisions for amendment contained therein and the requirements of Section 14.4. A Supplementary Declaration may not be amended to reduce the maximum annual Limited Common Expense assessment set forth therein. A Supplementary Declaration may not include provisions in conflict with the Declaration. Although this Declaration and Supplementary Declaration should be construed to give effect to both, in the case of conflicting provisions, this Declaration shall control.

Section 14.3. Prerequisites. Written notice of any proposed amendment by the Association shall be sent to every Owner at least fifteen days before any action is taken. No amendment shall increase the financial obligations of an Owner in a discriminatory manner or further restrict development on existing Lots in a discriminatory manner. No amendment to the Declaration shall diminish or impair the rights of the Declarant during the Development Period under this Declaration without the prior written consent of the Declarant. No amendment to the Declaration shall diminish or impair the rights of Mortgagees under this Declaration without the prior written approval of at least fifty-one percent of the Mortgagees. No amendment may modify this Article or the rights of any Person hereunder. Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any Owner or to any other Person any priority over any rights of Mortgagees.

Section 14.4. Extraordinary Actions of Association. The provisions of this Section shall not be construed to reduce the vote that must be obtained from members where a greater vote is required by the Act or other provisions of the Association Documents nor shall it be construed to lessen the unilateral rights given to the Declarant to amend the Declaration or a Supplementary Declaration without the consent of the Association, any Owner or Mortgagee. To the extent this Section applies to amendments to a Supplementary Declaration, the approval of the members of Mortgagees required shall be deemed to refer only to the members owning Lots or Mortgagees holding Mortgages on Lots subject to such Supplementary Declaration.

Section 14.5. Mortgagee and Owner Approval. Without the approval of at least fifty-one percent of the Mortgagees and members entitled to cast a least sixty-seven percent of the total number of votes of each class, the Association shall not, by act or omission: (i) seek to abandon, partition, subdivide, encumber, dedicate, sell or transfer the Common Area owned in fee simple by the Association (except for making dedications required by governmental authorities, granting easements for utilities or other purposes to benefit the Property or the adjoining land consistent with the intended use of such Common Area or making transfers pursuant to Section 2.2); (ii) add to (except in a Supplementary Declaration) or change the method of determining the obligations, Assessments or other charges which may be levied against an Owner or voting rights of any members (except to reduce the Declarant voting rights

with the consent of the Declarant); (iii) add (except in a Supplementary Declaration), change, waive or abandon any scheme or regulation or enforcement thereof, pertaining to architectural design or exterior appearance or Upkeep of the Lots or Common Area; (iv) fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement cost), in accordance with Article 10; (v) use hazard insurance proceeds for losses to the Common Area for any purpose other than repair, replacement or restoration of such Common Area substantially in accordance with the Association Documents and the original plans and specifications, except as provided in Article 11; (vi) terminate the Declaration or dissolve the Association or merge or consolidate with another association; or (vii) add (except in Supplementary Declarations) or amend any material provisions of the Association Documents which establish, provide for, govern or regulate any of the following: (1) voting (except to reduce the Declarant's voting rights with the consent of the Declarant); (2) Assessment liens or the priority of such liens; (3) reserves for maintenance, repair and reconstruction of the Common Area; (4) insurance or fidelity bonds; (5) rights to use of the Common Area; (6) maintenance responsibility; (7) leasing of Lots; (8) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Lot; (9) expansion or contraction of the Property or the addition, annexation or withdrawal of land to or from the Property; or (10) any provision which is for the express benefit of Mortgagees.

Section 14.6. Nonmaterial Amendments. Any amendment to the Association Documents shall not be considered material if made only for the purpose of correcting technical errors or for clarification.

Section 14.7. Presumptive Approval. Any Mortgagee who is notified of amendments or actions of the Association by certified or registered United States mail, return receipt requested and who does not deliver a negative response to the Secretary of the Association within thirty days shall be deemed to have approved such amendment or action.

Section 14.8. VA or FHA Consent. When a VA guarantee is in effect on a Mortgage, without the consent of VA, or when FHA insurance is in effect on a Mortgage, without the consent of FHA, the Association may not submit any land other than the Property or take any action described in Section 14.5 during the Declarant Control Period. The foregoing shall only apply for so long as a Lot within the Property is encumbered by a loan guaranteed by VA or insured by FHA. In addition, during the Declarant Control Period, VA or FHA must be informed of all amendments to the Association Documents if the Association Documents have been previously approved by such agency.

ARTICLE 15

TERMINATION

Section 15.1. Duration: Termination by the Association. The covenants, conditions, restrictions and easements of this Declaration shall run with the land and bind the Property. The duration of these covenants, conditions, restrictions and easements shall be for a period of twenty years and shall automatically be extended for successive twenty year periods unless terminated

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by a vote of at least a sixty-seven percent of the total number of votes of each class of members, or in accordance with Title 13.1, Chapter 10, Article 13 of the Code of Virginia or, following a vote at a meeting held in conformity with the requirements of Section 13.1-842 of the Code of Virginia, 1950, as amended. The termination shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Association and recorded among the Land Records.

Section 15.2. Prerequisites. Written notice of the proposed termination shall be sent to every Owner and Mortgagee at least sixty days before any action is taken. The Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Common Area created by or pursuant to the Association Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Association herein to a successor entity which is assuming the Association's maintenance and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of this Declaration shall remain in full force and effect despite termination of this Declaration until the amounts secured thereby are paid in full.

Section 15.3. Conveyance of Common Areas upon Dissolution. Upon dissolution of the Association, the assets of the Association must be conveyed to another nonprofit entity, governmental entity or public agency formed for the purposes similar to the purposes for which the Association was formed.

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EXHIBIT A

Submitted Land

Lots 1 through 16, inclusive, Lots 18 through 20, inclusive, Lots 23 through 64, inclusive, Lots 68 through 75, inclusive, Parcels A through C, inclusive, the Roads (as defined in the Deed of Subdivision), and the Residue (as defined in the Deed of Subdivision), Eagle Pointe Shores, Phase 1, all in accordance with the Plat attached to the Deed of Subdivision, with the remainder of the Property (the "Residue") reserved to EPS for use in future phases the subdivision.

NOTE: Lots 17, 21, 22, 65; 66 and 67, Eagle Pointe Shores, Phase 1; are not created by the Deed of Subdivision and do not exist.

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EXHIBIT B
Additional Property

Any real property adjacent to any of the property described in Exhibit A or adjacent to such other properties which may, from time to time, be subject to the declaration for EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION. As used herein, the term "adjacent" shall include, without limitation, real property which may be separated only by a public or private street.

With the exception of any portion that is included as Submitted Land, the Additional Property shall include the following parcels owned by Eagle Pointe Shores, LLC:

Parcel 1:

23.644 acres

Tax ID 16-8-4 (01600-08-00-0004-0)

All that certain tract of land as shown on the plat of survey as being TRACT 4, containing 23.644 acres and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, Page 204F.

TOGETHER WITH 21.396 acres, more or less, with 0.618 acres, more or less, above the 620 foot contour and 20.778 acres, more or less, below the 620 foot contour, as set forth in the Boundary Line Adjustment and Easement Agreement recorded as Instrument #06-0001053 and the plat attached thereto recorded in Map Book 44, Page 13G, all in the aforesaid Clerk's Office.

TOGETHER WITH all of the land below the 620 foot contour of the Leesville Lake abutting the property herein conveyed.

LESS AND EXCEPT 2.308 acres conveyed to Robert P. Mathewson and Virginia L. Mathewson as set forth in the Boundary Line Adjustment and Easement Agreement recorded as Instrument #06-0001053 and the plat attached thereto recorded in Map Book 44, Page 13G, all in the aforesaid Clerk's Office.

Parcel 2:

171.866 acres

Tax ID 16-A-1B (01600-0A-00-0001-B)

All of that certain tract or parcel of land situated in Callands-Gretna Magisterial District, Pittsylvania County, Virginia, more particularly described on the plat entitled "Division of the Property of Edward N. Plymale," dated August 4, 1995, made by Hervey T. Terrell, Jr., C.L.S. of Hurt & Proffitt, Inc. (the "Plat"), a copy of which Plat is recorded in Map Book 43, Page 146K in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

SUBJECT TO the rights of others for ingress and egress over the proposed 50 foot ingress and egress easements from State Route 609 as more particularly shown on the Plat.

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LESS AND EXCEPT THEREFROM the conveyance of Lot 2, containing 6.52 acres, as shown on the Plat to Chester D. Witt and Brenda R. Witt, husband and wife, by deed dated September 27, 1995, recorded in Deed Book 1034, Page 405 in the aforesaid Clerk's Office, together with all rights of ingress and egress included therein, reference thereto being expressly made for a more particular description thereof.

AND FURTHER LESS AND EXCEPT THEREFROM the conveyance of Lot 1, containing 9.09 acres, as shown on the Plat to Edward Noel Plymale and Barbara L. Plymale, husband and wife, by deed dated March 5, 1997, recorded in Deed Book 1070, Page 505 in the aforesaid Clerk's Office, together with all rights of ingress and egress included therein, reference thereto being expressly made for a more particular description thereof.

TOGETHER WITH all that certain tract or parcel of land situated, lying and being in Gretna District, Pittsylvania County, Virginia, designated as Parcel "A" containing 2.913 acres as shown on a plat of survey by Thomas C. Brooks, Jr., L.S., Acres of Virginia, Inc., dated April 5, 2004, surveyed for Edward N. Plymale entitled "Reconfiguration Plat Showing—Part of Property of Ethel P. Jones—Edward N. Plymale—Clarence A., Jr. and Sandra A. Crider" a copy of which plat is recorded in Map Book 43, Page 375G in the aforesaid Clerk's Office. Said Parcel "A" was conveyed to Edward N. Plymale by Ethel P. Jones by deed dated May 24, 2004, recorded in Deed Book 1455, Page 187 in the aforesaid Clerk's Office.

TOGETHER WITH all that certain tract or parcel of land situated, lying and being in Gretna District, Pittsylvania County, Virginia, designated as Parcel "B" containing 0.148 acres as shown on a plat of survey by Thomas C. Brooks, Jr., L.S., Acres of Virginia, Inc., dated April 5, 2004, surveyed for Edward N. Plymale entitled "Reconfiguration Plat Showing—Part of Property of Ethel P. Jones—Edward N. Plymale—Clarence A., Jr. and Sandra A. Crider" a copy of which plat is recorded in Map Book 43, Page 375G in the aforesaid Clerk's Office. Said Parcel "B" part of the 22.618 acre parcel conveyed to Edward N. Plymale from Walter Q. Sain and Carolyn P. Sain by Deed of Partition dated January 21, 1998, recorded in Deed Book 1107, Page 897 in the aforesaid Clerk's Office, leaving a residue of 22.472 acres, more or less, as noted on the aforesaid Reconfiguration Plat.

TOGETHER WITH all that certain tract or parcel of land situated, lying and being in Gretna District, Pittsylvania County, Virginia, designated as Parcel "C" containing 1.124 acres as shown on a plat of survey by Thomas C. Brooks, Jr., L.S., Acres of Virginia, Inc., dated April 5, 2004, surveyed for Edward N. Plymale entitled "Reconfiguration Plat Showing—Part of Property of Ethel P. Jones—Edward N. Plymale—Clarence A., Jr. and Sandra A. Crider" a copy of which plat is recorded in Map Book 43, Page 375G in the aforesaid Clerk's

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Office. Said Parcel "C" was conveyed to Edward N. Plymale by Clarence A. Crider, Jr. and Sandra A. Crider by deed dated May 24, 2004, recorded in Deed Book 1455, Page 185 in the aforesaid Clerk's Office.

The aforesaid Parcels "A", "B" and "C" (4.185 acres total) were to be added together and then added to Tax Map Parcel 16-A-1A (159.46 acres, more or less) and become an integral part thereof, with the total combined area for Tax Map 16-A-1A containing 163.645 acres, more or less, as set forth in NOTE 14 of the aforesaid Reconfiguration Plat.

Being the same property shown as 171.866 acres on the Plat of Survey made by Acres of Virginia, Inc., Brian W. Hammack, L.S., dated June 9, 2005, entitled "Plat Showing Resurvey - Property of: Edward Noel Plymale."

Parcel 3:

22.62 acres

Tax ID 16-8-3A (01600-08-00-0003-A)

All of that certain tract of land shown and designated as "Tract 3" and containing 22.618 acres on the plat entitled "Plat of Lands for Walter & Carolyn Sain—Showing the Division Lines for the Division of 75.371 Acre Parcel", dated October 10, 1997, recorded in Map Book 43, Page 204F, in the aforesaid Clerk's Office (the "Sain Division Plat").

LESS AND EXCEPT THEREFROM all that certain tract or parcel of land situated, lying and being in Gretna District, Pittsylvania County, Virginia, designated as Parcel "B" containing 0.148 acres as shown on a plat of survey by Thomas C. Brooks, Jr., L.S., Acres of Virginia, Inc., dated April 5, 2004, surveyed for Edward N. Plymale entitled "Reconfiguration Plat Showing—Part of Property of Ethel P. Jones—Edward N. Plymale—Clarence A., Jr. and Sandra A. Crider" a copy of which plat is recorded in Map Book 43, Page 375G in the aforesaid Clerk's Office.

TOGETHER WITH an easement of right-of-way 50 feet in width over the existing lot described as 5.72 acres from the end of State Route 609 "Brights Road" over and into said Tract 3 as shown on the Sain Division Plat.

SUBJECT TO a 50 foot road or right-of-way for ingress and egress as shown on the Sain Division Plat over Tract 3 to and from the 5.712 acre Tract for the benefit of Tract 4.

TOGETHER WITH all of the land below the 620 foot contour of the Leesville Lake abutting Tax Map Number 16-8-3.

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Parcel 4:

94.987 acres

Tax ID 16-A-2 (01600-0A-00-0002)

Description:

All of that certain tract or parcel of land situated in Callands-Gretna Magisterial District, Pittsylvania County, Virginia, designated as Parcel A, containing 69.90 acres as shown on plat of survey by E. L. Wilmarth, C.L.S., surveyed June 7, 1988, a copy of which plat is recorded in Map Book 41, Page 132 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, reference thereto being expressly made for a more particular description thereof.

TOGETHER WITH AND SUBJECT TO a perpetual easement together with others who may have a like or similar right for ingress and egress from State Road 609 over and across the 20 foot access roads abutting and going through the cemetery to the property herein conveyed as shown on said plat which easement shall be deemed a covenant running with the land.

TOGETHER WITH all land below the 620 foot contour of the Leesville Lake abutting the property herein conveyed except the line shall lie in the center of the cove abutted by Parcels A and B so Parcel A and B will each own one-half of the cove between the parcels.

SUBJECT TO to that certain easement granted by deed recorded in Deed Book 629, Page 765 to Jannie Mae Franklin Howell, et als., reference thereto being made.

Less and except 2.913 acres conveyed to Edward N. Plymale by Deed recorded in Deed Book 1455, Page 187.

Being the same property shown as 94.987 acres on the Plat of Survey made by Acres of Virginia, Inc., Brian W. Hammack, L.S., dated June 7, 2005, entitled "Plat Showing Resurvey - Property of: Ethel P. Jones" attached to the Deed from Ethel P. Jones to Eagle Pointe Shores, LLC dated October 25, 2005, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

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Parcel 5:

12.893 acres

Tax ID 16-8-2B (01600-08-00-0002-B)

Description:

TRACT 1:

All that certain tract or parcel of land containing 5.724 acres, as shown on a Plat of Survey dated September 17, 1991, by Wilmarth Surveying, Paul D. Julian, C.L.S., recorded in Map Book 43, Page 43G in the Office of the Clerk of the Circuit Court of Pittsylvania County, Virginia.

There is expressly excepted and reserved herefrom a perpetual easement 50 feet in width from the end of State Route 609 westerly along the northerly boundary of the property hereby conveyed and the cemetery as a means of ingress and egress to and from the remaining property now or formerly owned by Edward N. Plymale and Carolyn P. Brumfield, and Walter Quilman Sain and Carolyn Faye Plymale Sain, with the right to convey a like or similar easement to any future owners of any part of the remaining properties. Said easement is designated as 30 feet on the aforesaid plat. It is the intent that the said 50 feet easement be such that State Route 609 will abut the same and provide a continuous means of ingress and egress 50 feet in width.

LESS AND EXCEPT 1.124 acres conveyed to Edward N. Plymale by Deed dated May 24, 2004, and recorded in Deed Book 1455, Page 185, and as shown on the Plat recorded in Map Book 43, Page 375G.

TRACT 2:

All that certain tract of land shown as Tract 2 containing 8.330 acres on the plat of survey recorded in Map Book 43, Page 204F in the Office of the Clerk of the Circuit Court of Pittsylvania County, Virginia.

Parcel 5 consists of Tract 1 and Tract 2 which are together the same property shown as 12.893 acres on the Plat of Survey made by Acres of Virginia, Inc., Brian W. Hammack, L.S., dated July 6, 2005, entitled "Plat Showing Resurvey – Property of: Clarence A. & Sandra A. Crider" attached to the Deed from Clarence A. Crider and Sandra A. Crider to Eagle Pointe Shores, LLC dated October 26, 2005, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

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Parcel 6:

47.411 acres

Tax ID 16-1-2A (01600-01-00-0002-A)

Description:

All of that tract of land containing 47.078 acres as shown on a "Resurvey of 47.078 acres property of Davie H. & Geneva T. Shelton" dated January 6, 1993, signed June 25, 2003, by B. R. Shrader, L.S., a copy of which resurvey recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, Page 344M, and specific reference to which said resurvey is hereby made for a further and more particular description.

SUBJECT TO all easements and rights of way of record or in place and affecting said land; and specifically subject to the right-of-way granted to Jannie Mae Franklin Howell, *et al.*, by deed dated January 4, 1977, from David H. Shelton, *et als.*, recorded in said Clerk's Office in Deed Book 629, Page 765, and reference to said deed is hereby made.

BEING the same property shown as 47.411 acres on plat of survey made by Brian W. Hammack, L.S., dated October 10, 2005, entitled the "Plat Showing Resurvey of Property of: Jerry C. & Nancy P. Parsons" recorded in recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, Page 344M, and attached to the Deed of Boundary Line Adjustment recorded the aforesaid Clerk's Office in Deed Book 1520, Page 822, and specific reference is hereby made said Deed of Boundary Line Adjustment and said survey for a further and more particular description.

Parcel 7

All of Tract A containing 0.04 of an acre, more or less, as shown on plat of two tracts of land, surveyed for Landon G. Atkins, by Ralph P. Hines, C.L.S., dated January 10, 1967, said survey being recorded in Map Book 4, Page 93, in the Clerk's Office of Pittsylvania County, Virginia, and

Parcel 8

All of Tract B containing 87 acres, more or less, as shown on plat of two tracts of land, surveyed for Landon G. Atkins, by Ralph P. Hines, C.L.S., dated January 10, 1967, said survey being recorded in Map Book 4, Page 93, in the Clerk's Office of Pittsylvania County, Virginia, and

Parcel 9

All of Lot or Tract B containing 5.1 acres, more or less, as shown on plat of two tracts of land, surveyed for Basil T. Atkins, by Ralph P. Hines, C.L.S., dated December 22, 1966, said survey being recorded in Map Book 4, Page 89, in the Clerk's Office of Pittsylvania County, Virginia; and

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Parcel 10

All of Tract C containing 5.6 acres, more or less, as shown on plat of survey for Landon G. Atkins, by Ralph P. Hines, C.L.S., dated January 14, 1967, revised January 17, 1967, said survey being recorded in Deed Book 478, at Page 501; and

Parcel 11

All of Tract A containing 140 acres, more or less, as shown on plat of two tracts of land, surveyed for Basil T. Atkins, by Ralph P. Hines, C.L.S., dated December 22, 1966, said survey being recorded in Map Book 4, Page 89, in the Clerk's Office of Pittsylvania County, Virginia.

The above Parcels 7, 8, 9, 10 and 11 are those certain lots or parcels of land known as Parcels "A" and "B" as shown in Map Book 4, Page 90, and Parcels "A", "B" and "C" as shown in Deed Book 478, Page 501, containing, in the aggregate, a total of 281.057 acres, more or less (209.979 acres above the 620 foot contour and 71.078 acres below the 620 foot contour of Leesville Lake) as more particularly shown on "Plat Showing Resurvey Property of: Thomas E. Walton, Jr. (deceased) & Helen G. Walton" dated March 17, 2006, prepared by Thomas C. Brooks, Jr., Land Surveyor, a copy of which is attached to the Deed from Helen G. Walton to Eagle Pointe Shores, LLC and recorded prior hereto in the Clerk's Office of Pittsylvania County, Virginia.

With the exception of any portion that is included as Submitted Land, the Additional Property shall include the following parcels owned by Edward Noel Plymale and Barbara L. Plymale:

Lot 1, containing 9.09 acres, as shown on the Plat to Edward Noel Plymale and Barbara L. Plymale, husband and wife, by deed dated March 5, 1997, recorded in Deed Book 1070, Page 505 in the aforesaid Clerk's Office, together with all rights of ingress and egress included therein, reference thereto being expressly made for a more particular description thereof.

INSTRUMENT #060008585
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
NOVEMBER 8, 2006 AT 04:30PM
H. F. HAYMORE, CLERK

RECORDED BY: LPK

Order: YBWCZDTG8

Address: 755 Garrison Rdg Lot 87

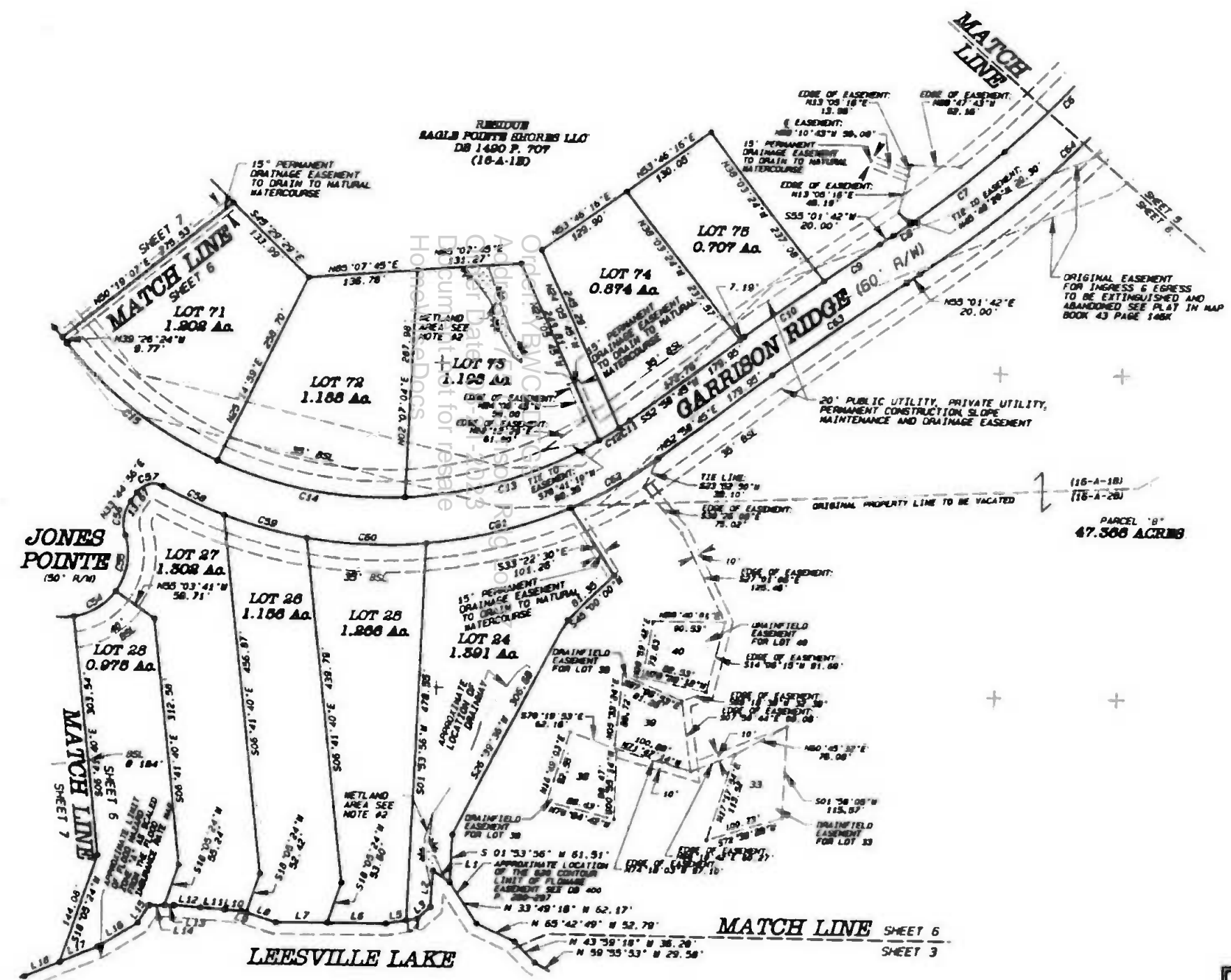
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- LEGEND:
- DB = DEED BOOK
 - P. = PAGE
 - R/W = RIGHT OF WAY
 - M.B. = MAP BOOK
 - = TO BE ONE PARCEL
 - IRF = IRON REBAR FOUND
 - BSL = BUILDING SETBACK LINE

THIS PLAT WAS PREPARED (APRIL 12, 2008) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 6 OF 9



PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET.

ACRES OF VIRGINIA, INC.
 SURVEYORS, ENGINEERS, PLANNERS & SOIL CONSULTANTS
 88812; 8urce@acres.com
 www.acresofvirginia.com

LYNDHURST OFFICE: 404 CLAY STREET, LYNDHURST, VA 24094, OFFICE (434) 570-2574, FAX (434) 545-1040

ARMISTEAD OFFICE: SURVEYING & PLANNING, 114 LEWISTON TURNPIKE, ARMISTEAD, VA 24021, OFFICE (434) 946-0770

SUBDIVISION PLAT SHOWING PHASE I
 LOTS 1 THRU 75 AND PARCELS 'A', 'B' AND 'C'
Eagle Pointe Shores
 GREYHOUND DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, L.L.C.

SCALE: 1"=100' DATE: MARCH 10, 2008 / REVISED: APRIL 12, 2008
 COMD. NO. 091026/ADD1070-SEWER-MEM-JOB#2008 DATA COLLECTOR
 AS MAP 18-A-18 AND 28, 18-B-2, 18-1-28, 18-2-28, 3A, AND 4

PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET.

ORIGINAL PROPERTY LINE TO BE VACATED
(16-A-18)
(16-A-28)



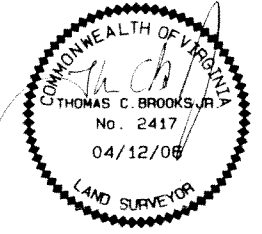
THE LINES FROM POINT "A" TO POINT "B" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "C" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "D" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "E" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "F" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "G" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "H" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "I" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "J" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "K" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "L" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "M" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "N" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "O" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "P" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "Q" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "R" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "S" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "T" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "U" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "V" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "W" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "X" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "Y" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST. THE LINES FROM POINT "A" TO POINT "Z" REPRESENT THE APPROXIMATE LOCATION OF THE STATIONARY WIRE OR CHAIN FROM THE SURVEY TO THE POINTS OF INTEREST.

LEESVILLE LAKE
PARCEL "C"
73.341± ACRES BELOW
THE 620 CONTOUR

Order Date: 08-21-2023
Address: 755 Garrison Rdg Lot 87
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- LEGEND:
- DB= DEED BOOK
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SHEET 7 OF 9

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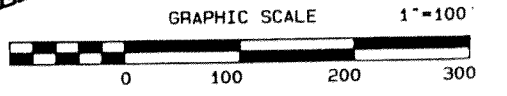
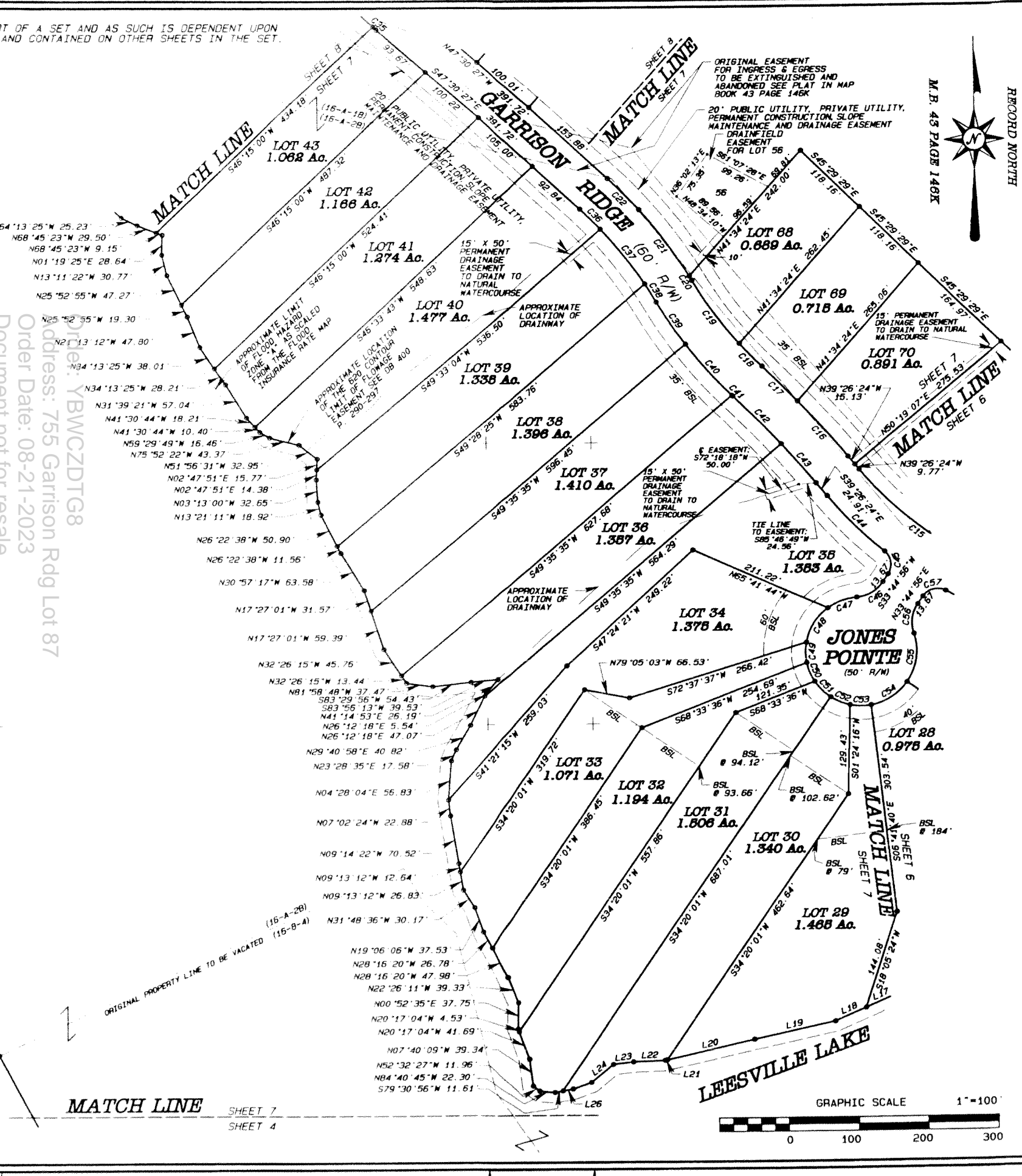
LYNCHBURG OFFICE: 404 CLAY STREET, LYNCHBURG, VA. 24504
OFFICE (434) 528-4674
FAX (434) 845-1048

AMHERST OFFICE: SURVEYING & PLANNING, 114 LEXINGTON TURNPIKE, AMHERST, VA. 24521
OFFICE (434) 946-0770

SUBDIVISION PLAT SHOWING PHASE 1 LOTS 1 THRU 75 AND PARCELS "A", "B" AND "C"

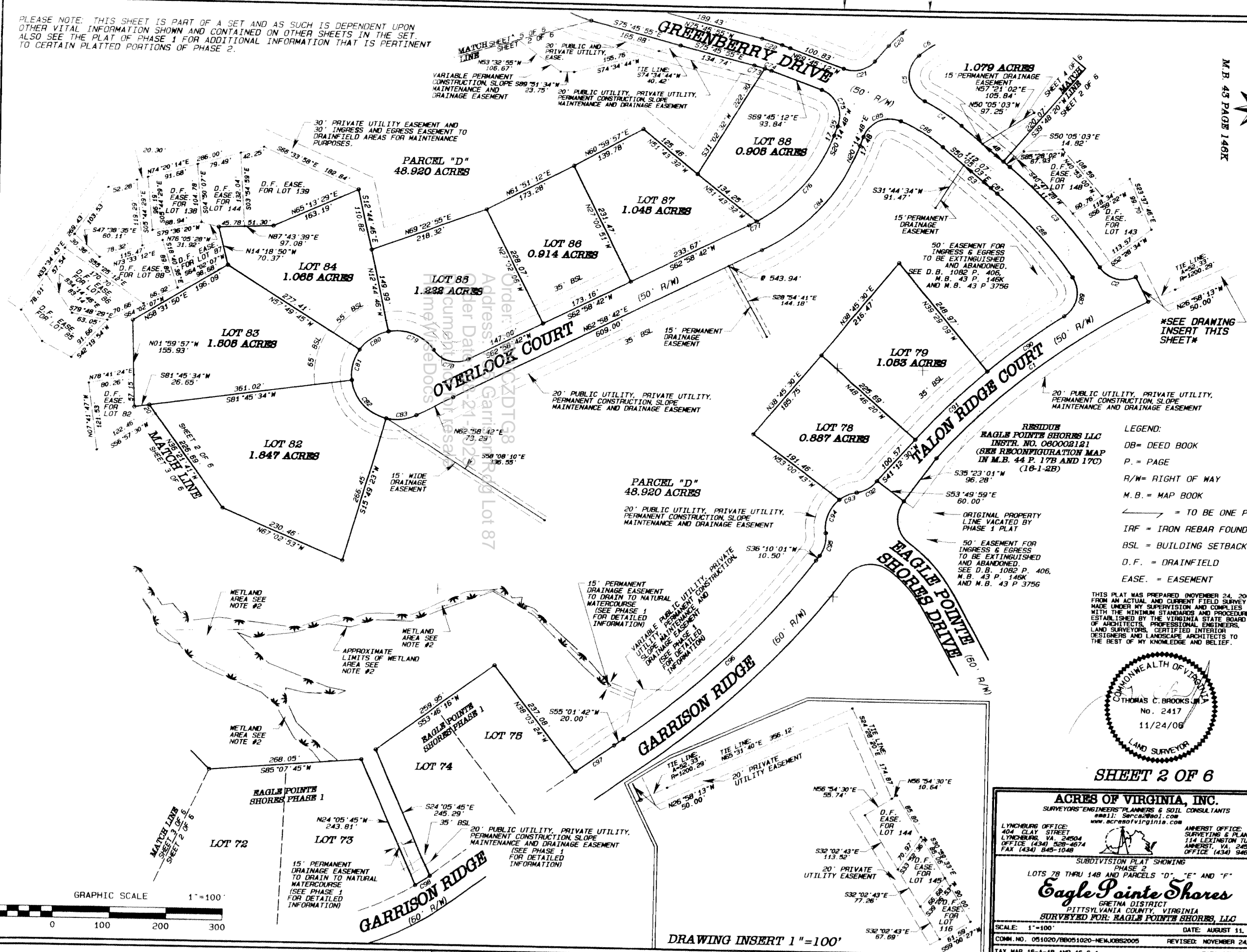
Eagle Pointe Shores
GRETNIA DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: MARCH 10, 2006 / REVISED: APRIL 12, 2006
COMM. NO. 051020/051020-SERVER-NEWJOBS2005 DATA COLLECTOR
TAX MAP 16-A-18 AND 28, 16-6-2, 16-1-28, 16-8-28, 3A, AND 4



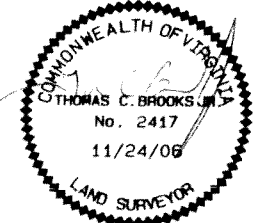
PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 2.

M.B. 43 PAGE 146K



- LEGEND:
- DB= DEED BOOK
 - P.= PAGE
 - R/W= RIGHT OF WAY
 - M.B. = MAP BOOK
 - = TO BE ONE PARCEL
 - IRF = IRON REBAR FOUND
 - BSL = BUILDING SETBACK LINE
 - D.F. = DRAINFIELD
 - EASE. = EASEMENT

THIS PLAT WAS PREPARED (NOVEMBER 24, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 2 OF 6

ACRES OF VIRGINIA, INC.
 SURVEYORS ENGINEERS PLANNERS & SOIL CONSULTANTS
 www.acresofvirginia.com

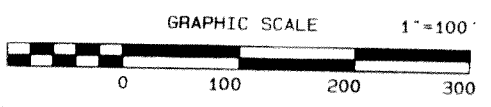
LYNCHBURG OFFICE:
 404 CLAY STREET
 LYNCHBURG, VA. 24504
 OFFICE (434) 828-4674
 FAX (434) 848-1048

AMHERST OFFICE:
 SURVEYING & PLANNING
 114 LEXINGTON TURNPIKE
 AMHERST, VA. 24521
 OFFICE (434) 946-0770

SUBDIVISION PLAT SHOWING
 PHASE 2
 LOTS 78 THRU 148 AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
 GRETNA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: RAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 11, 2006
 COMM. NO. 051020/BB051020-NEWJOBS2005 REVISED: NOVEMBER 24, 2006
 TAX MAP 16-A-18 AND 16-B-1 DATA COLLECTOR



DRAWING INSERT 1"=100'

LEESVILLE LAKE
 SHEET 6 OF 6
 SHEET 5 OF 6
 3RD EAGLE POINTE SHORES PHASE 1

LOT 97
 1.092 ACRES

LOT 96
 0.887 ACRES

PARCEL "D"
 48.920 ACRES

LOT 84
 1.086 ACRES

LOT 83
 1.806 ACRES

LOT 82
 1.847 ACRES

PARCEL "D"
 48.920 ACRES

GARRISON RIDGE
 100' R/W

EAGLE POINTE SHORES PHASE 1

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

APPROXIMATE LIMIT OF FLOOD HAZARD ZONE "A" AS SCALED FROM THE FLOOD INSURANCE RATE MAP

APPROXIMATE LIMITS OF WETLAND AREA SEE NOTE #2

OLD FRAME DWELLING

WETLAND AREA SEE NOTE #2

DRAINFIELD EASEMENT FOR LOT 55 (SEE PHASE 1 FOR DETAILED INFORMATION)

DRAINFIELD EASEMENT FOR LOT 56 (SEE PHASE 1 FOR DETAILED INFORMATION)

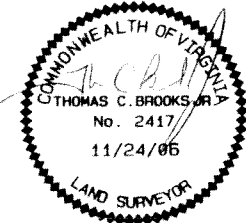
20' PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE EASEMENT

30' PRIVATE UTILITY EASEMENT AND 30' INGRESS AND EGRESS EASEMENT TO DRAINFIELD AREAS FOR MAINTENANCE PURPOSES.

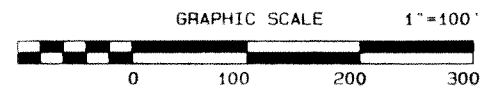
LEGEND:

- DB= DEED BOOK
- P. = PAGE
- R/W= RIGHT OF WAY
- M.B. = MAP BOOK
- ← = TO BE ONE PARCEL
- IRF = IRON REBAR FOUND
- BSL = BUILDING SETBACK LINE
- D.F. = DRAINFIELD
- EASE. = EASEMENT

THIS PLAT WAS PREPARED (NOVEMBER 24, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 3 OF 6



PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 2.

ACRES OF VIRGINIA, INC.
 SURVEYORS' ENGINEERS' PLANNERS & SOIL CONSULTANTS
 email: Sercas2@aol.com
 www.acresofvirginia.com

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AMHERST OFFICE:
 SURVEYING & PLANNING
 114 LEXINGTON TURNPIKE
 AMHERST, VA. 24521
 OFFICE (434) 546-0770

SUBDIVISION PLAT SHOWING
 PHASE 2
 LOTS 78 THRU 148 AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
 GRENA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, LLC

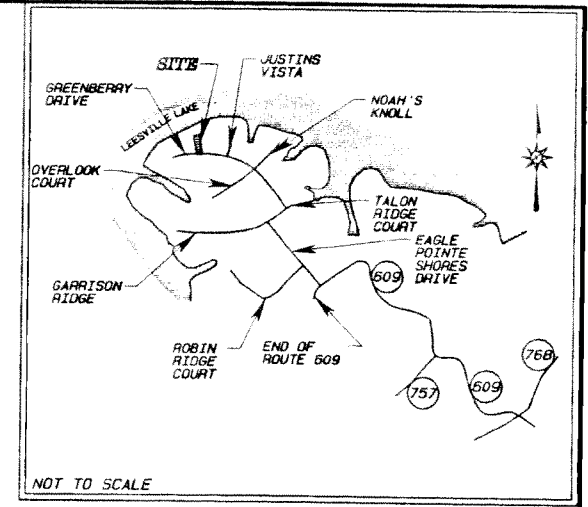
SCALE: 1"=100' DATE: AUGUST 11, 2006
 COMM. NO. 051020/BB051020-NEWJOBS2005 REVISED: NOVEMBER 24, 2006
 TAX MAP 16-A-1B AND 16-B-1 DATA COLLECTOR



NOTES:

- THIS PLAT WAS PREPARED AT THE REQUEST OF CAPITAL CREEK INVESTMENTS.
- NO DETERMINATION OF WETLANDS WAS REQUESTED OF, NOR WAS ANY DETERMINATION/DELINEATION MADE BY ACRES OF VIRGINIA INC. OR THIS SURVEYOR OF THIS PLAT DOES NOT ADDRESS THE EXISTENCE OR DELINEATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS IN OR AROUND THE BOUNDARIES OF THIS PROPERTY.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES OR IMPROVEMENTS ON THIS PROPERTY. ALL ADJOINING OWNERS ARE NOW OR FORMER OWNERS.
- THIS PROPERTY AS PLATTED FALLS WITHIN THE FLOOD ZONE "X" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY A.K.A. F.E.M.A. AND SHOWN ON THEIR FLOOD INSURANCE RATE MAP. NO CERTIFICATION BY THIS SURVEYOR IS MADE TO THE ACCURACY OF THEIR MAP.
- IN PROVIDING THIS PLAT NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
- IF THE SURVEYORS SIGNATURE ON THIS PLAT IS NOT SIGNED WITH BLUE INK, THIS PLAT IS A COPY AND COULD CONTAIN UNAUTHORIZED ALTERATIONS. CERTIFICATION APPLIES TO ORIGINAL COPIES AND IS CERTIFIED SOLELY THE PERSON(S) OR ENTITIES FOR WHOM THE PLAT WAS PREPARED.
- ANY SUBAQUEOUS BEDS LOCATED WITHIN THE BOUNDARIES OF THIS PROPERTY MAY BE THE PROPERTY OF THE COMMONWEALTH OF VIRGINIA. THIS SURVEYOR HAS MADE NO ATTEMPT TO DETERMINE SAID OWNERSHIP. THEREFORE THE AREA SHOWN ON THIS PLAT IS PLUS OR MINUS AND IS INCLUSIVE OF ANY SUBAQUEOUS BEDS UNLESS OTHERWISE NOTED.
- IT IS UNLAWFUL TO DISTURB ANY GRAVE OR GRAVE MARKER. ACCORDINGLY, ANY GRAVE OR ANY OBJECT OR STRUCTURE MARKING A PLACE OF BURIAL IDENTIFIED DURING THE SURVEY, PROPERTY RESEARCH OR PLAT PREPARATION OR AS DENOTED ON THIS PLAT, ACRES OF VIRGINIA, INC. AND THIS SURVEYOR EXPRESSLY DISCLAIM ANY RESPONSIBILITY (MONETARY OR OTHERWISE) FOR THE DESTRUCTION, REMOVAL OR DISTURBANCE OF ANY GRAVES OR GRAVE MARKERS THAT MAY NOT HAVE BEEN DETECTED OR SHOWN ON THIS PLAT AS WELL AS ANY GRAVES OR GRAVE MARKERS THAT HAVE BEEN SHOWN.
- PRIOR TO THE IMPROVEMENT OR DISTURBANCE OF ANY LOT IN THE COUNTY BY ANY PERSON(S) OR ENTITY THE PLANNING DEPARTMENT SHALL BE CONTACTED CONCERNING, BUT NOT LIMITED TO, THE CURRENT ZONING, BUILDING SETBACK REQUIREMENTS, WATER OR SEWER SYSTEMS, HEALTH DEPARTMENT REQUIREMENTS, EROSION AND SEDIMENT CONTROL REQUIREMENTS, AND PRIVATE STREETS, PERMITS, ETC. STATE AND FEDERAL AGENCIES SHALL ALSO BE CONTACTED PRIOR TO ANY IMPROVEMENT OR DISTURBANCE TO THE PROPERTY, BY ANY PERSON OR ENTITY, CONCERNING BUT NOT LIMITED TO ALL OF THE AFOREMENTIONED REASONS AND TO INSURE THAT THEY COMPLY WITH THE CURRENT LAWS GOVERNING THE DISTURBANCE OR IMPROVEMENT OF THE PROPERTY. THE AFOREMENTIONED TASKS ARE NOT THE RESPONSIBILITY ACRES OF VIRGINIA INC. AND THIS SURVEYOR BUT ARE SOLELY THE RESPONSIBILITY OF THE PERSON(S) OR ENTITY CONDUCTING THE IMPROVEMENT OR DISTURBANCE. WE WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY DAMAGES, FINES OR OTHER MONETARY/CIVIL/CRIMINAL PENALTIES RESULTING FROM NON-COMPLIANCE WITH LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS.
- NOTICE IS GIVEN TO ANY PERSON(S) OR ENTITY THAT BY USING THIS PLAT OR ANY PORTION THEREOF YOU ACKNOWLEDGE THAT YOU HAVE READ, REVIEWED AND UNDERSTAND THE NOTES AND CONTENTS SHOWN ON THIS PLAT AND AGREE TO HOLD HARMLESS AND FREE FROM ANY LIABILITY ACRES OF VIRGINIA INC. ITS EMPLOYEES AND THIS SURVEYOR FOR INFORMATION NOT SHOWN OR PROVIDED BEYOND THE SERVICES REQUESTED. IT IS UNDERSTOOD THAT THIS PLAT SHOWS AND REPRESENTS THE EXTENT OF SERVICES AS REQUESTED. THIS INCLUDES BUT IS NOT LIMITED TO ANY CONTRACT PURCHASER AND PERSON(S) OR ENTITY THAT REQUESTED OR RENDERED PAYMENT FOR THE SERVICES.
- THIS PROPERTY IS ZONED (RPD) RESIDENTIAL PLANNED UNIT DEVELOPMENT.
- MINIMUM SETBACK REQUIREMENTS (SEE SEC. 35-298 OF THE PITTSYLVANIA COUNTY ZONING ORDINANCE)
 - FRONT SETBACK
THE MINIMUM FRONT SETBACK FROM THE NEAREST POINT OF ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES OR STOOPS OR ANY ACCESSORY BUILDINGS) SHALL BE THIRTY-FIVE (35) FEET FROM THE EDGE OF RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.
 - SIDE SETBACK
THE MINIMUM SIDE SETBACK, THE DISTANCE FROM THE SIDE PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS, OR ACCESSORY BUILDING) SHALL BE TEN (10) FEET.
 - REAR SETBACK
THE MINIMUM REAR SETBACK, THE DISTANCE FROM THE REAR PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS, OR ACCESSORY BUILDING) SHALL BE A MINIMUM OF THIRTY (30) FEET. FOR PROPERTY BORDERING SMITH MOUNTAIN LAKE AND OTHER LAKES 100 ACRES OR GREATER IN SIZE, THE DISTANCE WILL BE MEASURED FROM THE RECOGNIZED FULL POND LEVEL.
- THE STREETS IN THIS SUBDIVISION ARE PRIVATE AND NOT INTENDED FOR GENERAL PUBLIC USE, BUT SHALL PROVIDE FREE AND UNOBSTRUCTED ACCESS FOR EACH AND EVERY LOT OWNER AND THEIR INVITEES. STREETS DO NOT QUALIFY FOR PUBLIC MAINTENANCE.
- DUE TO ITS PRIVATE AND GATED STATUS, THIS SUBDIVISION HAS A HOME OWNERS ASSOCIATION (HOA) PLEASE SEE THE HOME OWNERS ASSOCIATION AGREEMENT RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY, VIRGINIA FOR COVENANTS AND RESTRICTIONS.

- LEGEND:
- R/W = RIGHT OF WAY
 - M.B. = MAP BOOK
 - ← = TO BE ONE PARCEL
 - BSL = BUILDING SETBACK LINE
 - INSTR. = INSTRUMENT
 - NO. = NUMBER
 - IRS = IRON REBAR SET



CURVE DATA:

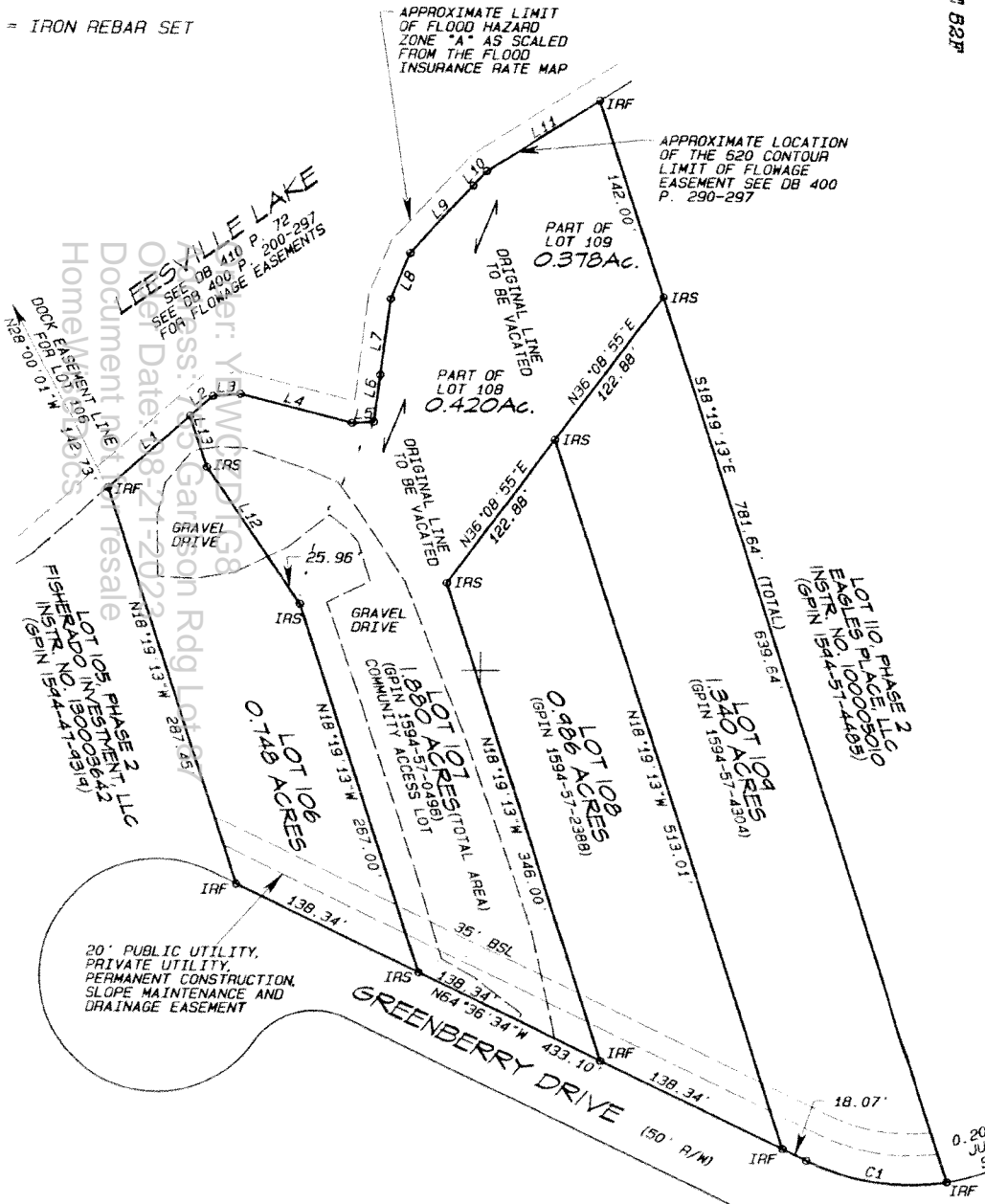
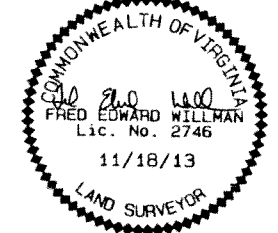
LINE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	35°04'31"	160.73'	98.40'	96.87'	N82°08'50"W

LINE LEGEND:

LINE	BEARING	DISTANCE
L1	N47°49'42"E	74.31'
L2	N47°49'42"E	20.57'
L3	N85°09'47"E	18.65'
L4	S75°58'39"E	78.82'
L5	N86°22'59"E	14.95'
L6	N06°59'01"E	32.82'
L7	N06°59'01"E	52.89'
L8	N21°58'50"E	34.25'
L9	N42°11'00"E	63.47'
L10	N42°11'00"E	13.83'
L11	N57°21'49"E	90.78'
L12	N34°42'58"W	113.48'
L13	N18°19'13"W	37.23'

SOURCE OF TITLE: LOTS 106, 107, 108 & 109
INSTRUMENT NUMBER 100005010

THIS PLAT WAS PREPARED (NOVEMBER 18, 2013) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



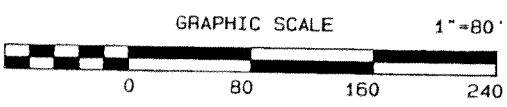
APPROVING AUTHORITY:
[Signature] 12/11/13
CHAIRMAN OR AGENT,
PITTSYLVANIA COUNTY BOARD OF SUPERVISORS / DATE

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (SEE TITLE BLOCK AND NOTES) ARE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS PROPRIETORS AND TRUSTEES, IF ANY, THE STATEMENT SHALL BE SIGNED BY SUCH PERSONS AND DULY ACKNOWLEDGED BEFORE AN OFFICER AUTHORIZED TO TAKE ACKNOWLEDGEMENT OF DEEDS.

[Signature]
EAGLES PLACE, LLC/AGENT

STATE OF *VA* CITY/COUNTY OF *Pittsylvania*
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS *12/11/13* BY *Wanda McFalls Walker*
NOTARY PUBLIC
REGISTRATION NO. *7501893*
MY COMMISSION EXPIRES *6-30-2015*

WANDA MCFALLS WALKER
Notary Public
Commonwealth of Virginia
7501893
My Commission Expires Jun 30, 2015



ACRES OF VIRGINIA, INC.
ENGINEERS/SURVEYORS/PLANNERS
ENVIRONMENTAL/SOIL CONSULTANTS/GEOTECHNICAL
email: Serca2@aol.com
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FAX (434) 845-1046

AMHERST OFFICE:
SURVEYING AND PLANNING
357 S. MAIN STREET
AMHERST, VA. 24521
OFFICE (434) 946-5540

RE-SUBDIVISION PLAT SHOWING
LOTS 106, 107, 108 & 109 PHASE II

Eagle Pointe Shores

CALLANDS GREYNA DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA

SCALE: 1"=80' DATE: NOVEMBER 18, 2013
COMM. NO. 13747/A13747-SERVER-NEWJOBS2013
GPN 1594-57-0496, 2388, 4304 COPYRIGHTED ©

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (SEE TITLE BLOCK AND NOTES) ARE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS PROPRIETORS AND TRUSTEES, IF ANY, THE STATEMENT SHALL BE SIGNED BY SUCH PERSONS AND DULY ACKNOWLEDGED BEFORE AN OFFICER AUTHORIZED TO TAKE ACKNOWLEDGEMENT OF DEEDS.

TO WIT: STATE OF _____ CITY / COUNTY OF _____
 _____ A NOTARY PUBLIC IN AND FOR THE CITY / COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THE OWNERS WHOSE NAMES ARE SIGNED HERETO HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____ 20____
 MY COMMISSION EXPIRES _____ 20____
 NOTARY PUBLIC

APPROVING AUTHORITY

PITTSYLVANIA COUNTY HEALTH DEPARTMENT / DATE _____
 THE APPROVED ON-SITE SEWAGE SYSTEM SITES ARE NOT SHOWN ON THIS PLAT. THOSE SITES ARE SHOWN ON A SEPARATE PLAT ON FILE IN THE OFFICE OF PITTSYLVANIA COUNTY HEALTH DEPARTMENT

CHAIRMAN OR AGENT,
 PITTSYLVANIA COUNTY BOARD OF SUPERVISORS / DATE _____

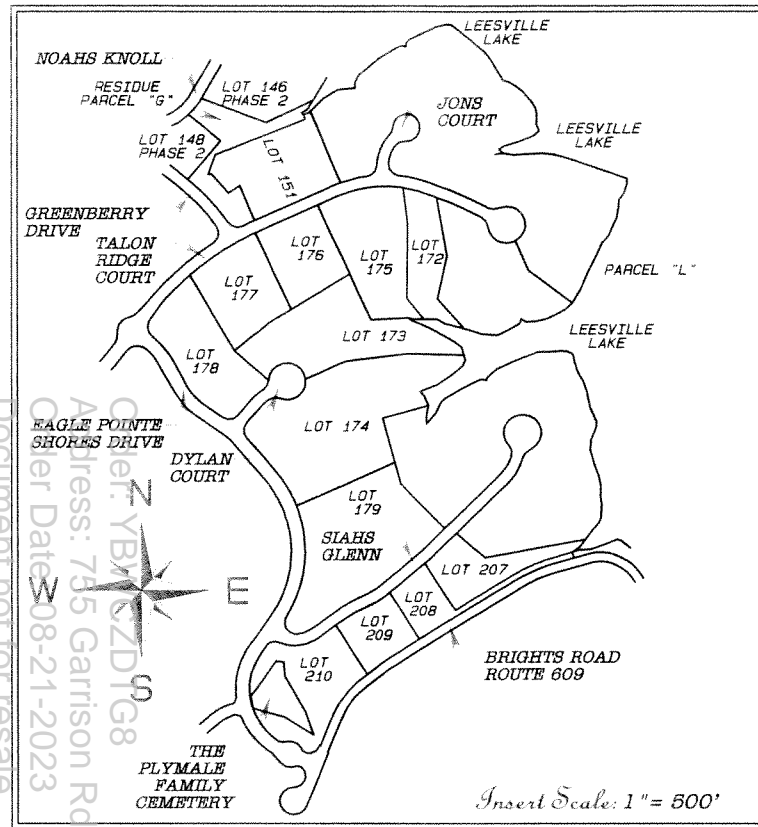
NOTES:

- THIS PLAT WAS PREPARED FOR EAGLE POINT SHORES LLC.
- NO DETERMINATION OF WETLANDS WAS MADE BY ACRES OF VIRGINIA INC. OR THIS SURVEYOR NOR WERE ANY ENVIRONMENTALLY SENSITIVE AREAS IDENTIFIED OR DELINEATED BY ACRES OF VIRGINIA INC. OR THIS SURVEYOR. HOWEVER, A WETLANDS DELINEATION WAS MADE BY RESOURCE INTERNATIONAL, LTD. OF ASHLAND VIRGINIA DATED AUGUST 2009. THE DELINEATED WETLAND AREAS WERE MARKED IN THE FIELD. ACRES OF VIRGINIA LOCATED THE AREAS DELINEATED BY RESOURCE INTERNATIONAL AND HAVE SHOWN THE AREAS LOCATED ON THIS PLAT ACRES OF VIRGINIA INC. AND THIS SURVEYOR DO NOT GUARANTEE THE ACCURACY OF THE WETLANDS DELINEATION AND AS SUCH THE AREAS SHOWN ARE APPROXIMATE.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES OR IMPROVEMENTS ON THIS PROPERTY. ALL ADJOINING OWNERS ARE NOW OR FORMERLY.
- A PORTION OF THIS PROPERTY AS PLATTED FALLS WITHIN THE FLOOD ZONE "A" AS DETERMINED BY F.E.M.A. AND SHOWN ON THEIR MAP. NO CERTIFICATION BY THIS SURVEYOR IS MADE TO THE ACCURACY OF THE FLOOD INSURANCE RATE MAP.
- IN PROVIDING THIS PLAT NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
- IF THE SURVEYORS SIGNATURE ON THIS PLAT IS NOT SIGNED WITH BLUE INK, THIS PLAT IS A COPY AND COULD CONTAIN UNAUTHORIZED ALTERATIONS. CERTIFICATION APPLIES TO ORIGINAL COPIES.
- ANY SUBAQUEOUS BEDS LOCATED WITHIN THE BOUNDARIES OF THIS PROPERTY MAY BE THE PROPERTY OF THE COMMONWEALTH OF VIRGINIA. THIS SURVEYOR HAS MADE NO ATTEMPT TO DETERMINE SAID OWNERSHIP, THEREFORE THE AREA SHOWN ON THIS PLAT IS PLUS OR MINUS AND IS INCLUSIVE OF ANY SUBAQUEOUS BEDS UNLESS OTHERWISE NOTED.
- IT IS UNLAWFUL TO DISTURB ANY GRAVE OR GRAVE MARKER. ACCORDINGLY, ANY GRAVE OR ANY OBJECT OR STRUCTURE MARKING A PLACE OF BURIAL IDENTIFIED DURING THE SURVEY, PROPERTY RESEARCH OR PLAT PREPARATION OR AS DENOTED ON THIS PLAT, ACRES OF VIRGINIA, INC. AND THIS SURVEYOR EXPRESSLY DISCLAIM ANY FINANCIAL RESPONSIBILITY FOR THE DESTRUCTION, REMOVAL OR DISTURBANCE OF ANY GRAVES OR GRAVE MARKERS THAT MAY NOT HAVE BEEN DETECTED OR SHOWN ON THIS PLAT.
- PRIOR TO THE IMPROVEMENT OF ANY LOT IN THE COUNTY THE PLANNING DEPARTMENT SHALL BE CONTACTED CONCERNING, BUT NOT LIMITED TO, THE CURRENT ZONING, BUILDING SETBACK REQUIREMENTS, WATER OR SEWER SYSTEMS, HEALTH DEPARTMENT REQUIREMENTS, EROSION AND SEDIMENT CONTROL REQUIREMENTS, AND PRIVATE STREETS.
- THIS PROPERTY IS ZONED (RPD) RESIDENTIAL PLANNED UNIT DEVELOPMENT.
- MINIMUM SETBACK REQUIREMENTS (SEE SEC. 35-298 OF THE PITTSYLVANIA COUNTY ZONING ORDINANCE)
 - FRONT SETBACK
 THE MINIMUM FRONT SETBACK FROM THE NEAREST POINT OF ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS OR ACCESSORY BUILDINGS) SHALL BE THIRTY-FIVE (35) FEET FROM THE EDGE OF RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.
 - SIDE SETBACK
 THE MINIMUM SIDE SETBACK, THE DISTANCE FROM THE SIDE PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS, OR ACCESSORY BUILDING) SHALL BE TEN (10) FEET.
 - REAR SETBACK
 THE MINIMUM REAR SETBACK, THE DISTANCE FROM THE REAR PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS, OR ACCESSORY BUILDING) SHALL BE A MINIMUM OF THIRTY (30) FEET FOR PROPERTY BORDERING SMITH MOUNTAIN LAKE AND OTHER LAKES 100 ACRES OR GREATER IN SIZE. THE DISTANCE WILL BE MEASURED FROM THE RECOGNIZED FULL POND LEVEL.
- THE STREETS IN THIS SUBDIVISION ARE PRIVATE AND NOT INTENDED FOR GENERAL PUBLIC USE, BUT SHALL PROVIDE FREE AND UNOBSTRUCTED ACCESS FOR EACH AND EVERY LOT OWNER AND THEIR INVITEES. STREETS DO NOT QUALIFY FOR PUBLIC MAINTENANCE. PLEASE SEE NOTE 14.
- DUE TO ITS PRIVATE AND GATED STATUS, THIS SUBDIVISION WILL HAVE A HOME OWNERS ASSOCIATION (HOA). PLEASE SEE THE HOME OWNERS ASSOCIATION AGREEMENT RECORDED IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY VIRGINIA FOR COVENANTS AND RESTRICTIONS.
- IRON REBARS WERE SET AT ALL CORNERS UNLESS OTHERWISE NOTED. NO CORNERS WERE SET BELOW THE 620 CONTOUR.

SEE DEED BOOK 1070 PAGE 505, DEED BOOK 1490 PAGE 707 AND DEED BOOK 1521 PAGE 534 FOR RELATED SOURCE OF TITLE INFORMATION.

SOURCE OF TITLE:
 THIS PROPERTY WAS CONVEYED TO EAGLE POINT SHORES LLC BY DEED RECORDED IN INSTR. NO. 060002121 AND 070004807 IN THE CLERKS OFFICE OF PITTSYLVANIA COUNTY VIRGINIA.

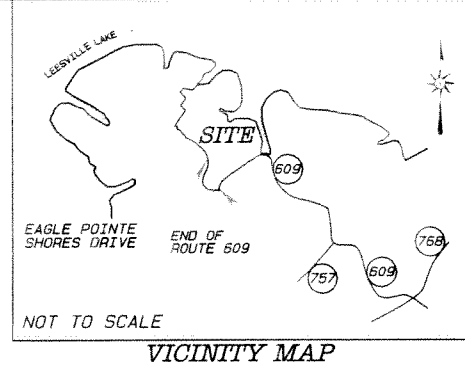
Eagle Pointe Shores Phase 3



Document not for resale
 HomeWiseDocs
 Address: 785 Garrison Rd Lot 87
 Order Date: 08-21-2023

CURVE DATA:

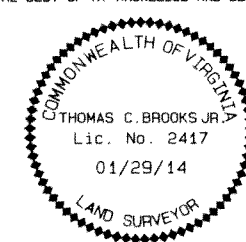
LINE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	4°59'53"	590.56	51.52	51.50	S68°01'36"W
C2	2°29'53"	1250.29	54.51	54.51	S64°16'43"W
C3	82°39'02"	50.00	72.13	66.03	N75°38'42"W
C4	15°45'52"	875.00	240.75	239.99	N42°12'07"W
C5	23°58'19"	80.00	33.47	33.23	S88°55'39"W
C6	73°41'03"	80.00	102.88	95.94	S40°05'58"W
C7	55°16'24"	50.00	48.24	46.39	S30°53'31"W
C8	17°32'07"	200.00	61.21	60.97	S49°15'19"W
C9	84°01'20"	50.00	73.32	66.93	S82°29'56"W
C10	22°24'03"	270.00	105.56	104.89	N44°17'23"W
C11	4°27'27"	270.00	21.01	21.00	N30°51'38"W
C12	25°12'05"	274.11	120.57	119.60	N41°13'57"W
C13	90°00'00"	54.50	85.60	77.07	N08°49'59"W
C14	7°53'18"	1200.29	165.25	165.12	N44°36'04"E
C15	10°45'08"	1200.29	225.25	224.92	N53°55'17"E
C16	5°00'56"	1200.29	105.07	105.04	N61°48'19"E
C17	1°12'53"	1200.29	25.45	25.45	N64°55'13"E
C18	32°52'03"	540.56	310.09	305.86	N81°57'41"E
C19	9°13'15"	540.56	87.00	86.90	S76°59'40"E
C20	2°34'23"	1558.76	70.45	70.44	S71°05'51"E
C21	16°07'08"	697.25	196.16	195.51	N66°08'21"E
C22	16°07'08"	671.61	188.94	188.32	S66°08'21"W
C23	5°17'30"	680.01	62.80	62.78	S55°26'02"W
C24	30°31'55"	396.47	211.27	208.78	S37°31'19"W
C25	73°31'47"	50.00	64.17	59.85	S59°01'16"W
C26	55°54'11"	25.00	24.39	23.44	N56°15'45"W
C27	63°34'50"	50.00	55.48	52.68	N60°06'05"W
C28	93°32'17"	272.81	445.38	397.54	N11°38'19"W
C29	77°01'50"	50.00	67.22	62.27	N73°38'46"E
C30	58°01'43"	172.78	174.99	167.61	N83°08'49"E
C31	10°05'22"	475.00	83.64	83.54	N59°10'39"E
C32	13°45'33"	325.00	78.05	77.86	N57°20'33"E
C33	5°24'10"	325.00	30.65	30.63	N47°45'42"E
C34	5°24'10"	275.00	25.93	25.92	S47°45'42"W
C35	13°45'33"	275.00	66.04	65.88	S57°20'33"W
C36	10°05'22"	525.00	92.45	92.33	S59°10'39"W
C37	29°17'26"	122.78	62.77	62.09	S68°46'41"W
C38	127°34'49"	50.00	111.33	89.72	N32°47'12"W
C39	52°03'23"	557.30	506.33	489.10	N04°58'31"E
C40	19°42'42"	557.30	191.73	190.78	N30°54'31"W
C41	81°15'08"	50.00	70.91	65.11	N00°08'18"W
C42	17°32'07"	150.00	45.91	45.73	N49°15'19"E
C43	55°16'24"	50.00	48.24	46.39	N85°09'14"E
C44	95°40'26"	80.00	133.59	118.60	N64°57'06"E
C45	24°44'28"	80.00	34.54	34.28	N04°44'39"E
C46	71°27'38"	80.00	99.78	93.44	N43°21'23"W
C47	17°20'04"	295.00	89.25	88.91	N38°35'38"E



LINE LEGEND:

LINE	BEARING	DISTANCE
L1	S31°34'21"W	49.38'
L2	S61°07'25"W	29.53'
L3	S54°16'11"E	12.13'
L4	S20°46'04"E	21.00'
L5	S85°28'02"W	15.00'
L6	N69°13'56"E	26.26'
L7	N44°02'58"E	7.26'
L8	N75°00'34"W	85.07'
L9	N59°07'32"W	39.55'
L10	N89°44'33"W	54.78'
L11	N89°44'33"W	52.18'
L12	N77°12'11"W	23.51'
L13	N31°47'02"W	6.18'
L14	S22°15'22"W	9.32'
L15	N50°27'47"E	10.62'

THIS PLAT WAS PREPARED (JANUARY 29, 2014) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 1 OF 3

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SUBDIVISION PLAT SHOWING PHASE 3
 LOTS 151 THRU 153, 175 THRU 181

Eagle Pointe Shores

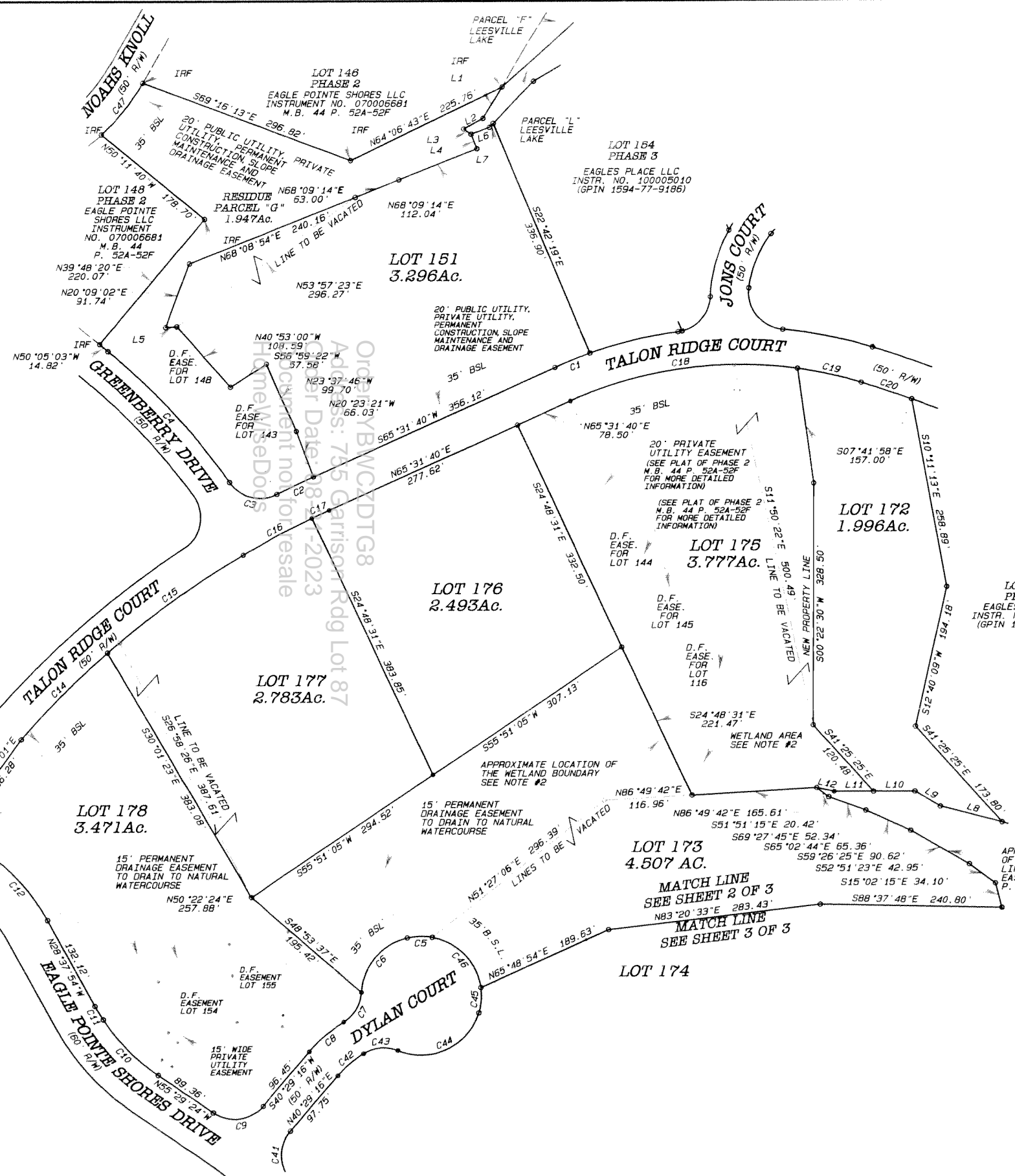
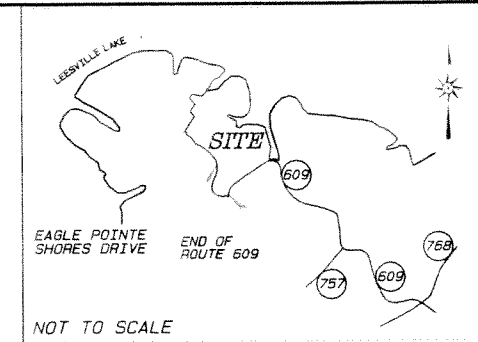
GRETNA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EVERGREEN SOUTH

SCALE: 1"=100' DATE: JANUARY 29, 2014

COMM. NO. 14513/A14513-SERVER-NEWJOBS2014

TAX MAP 97-A-51

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- LEGEND:
- BSL = BUILDING SETBACK LINE
 - R/W = RIGHT OF WAY
 - M.B. = MAP BOOK
 - P. = PAGE
 - D.F. = DRAINFIELD
 - DB = DEED BOOK
 - = TO BE ONE LOT
 - = LINES TO BE VACATED
 - = LINES TO BE VACATED

THIS PLAT WAS PREPARED JANUARY 29, 2014 FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



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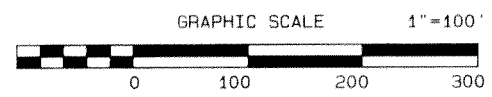
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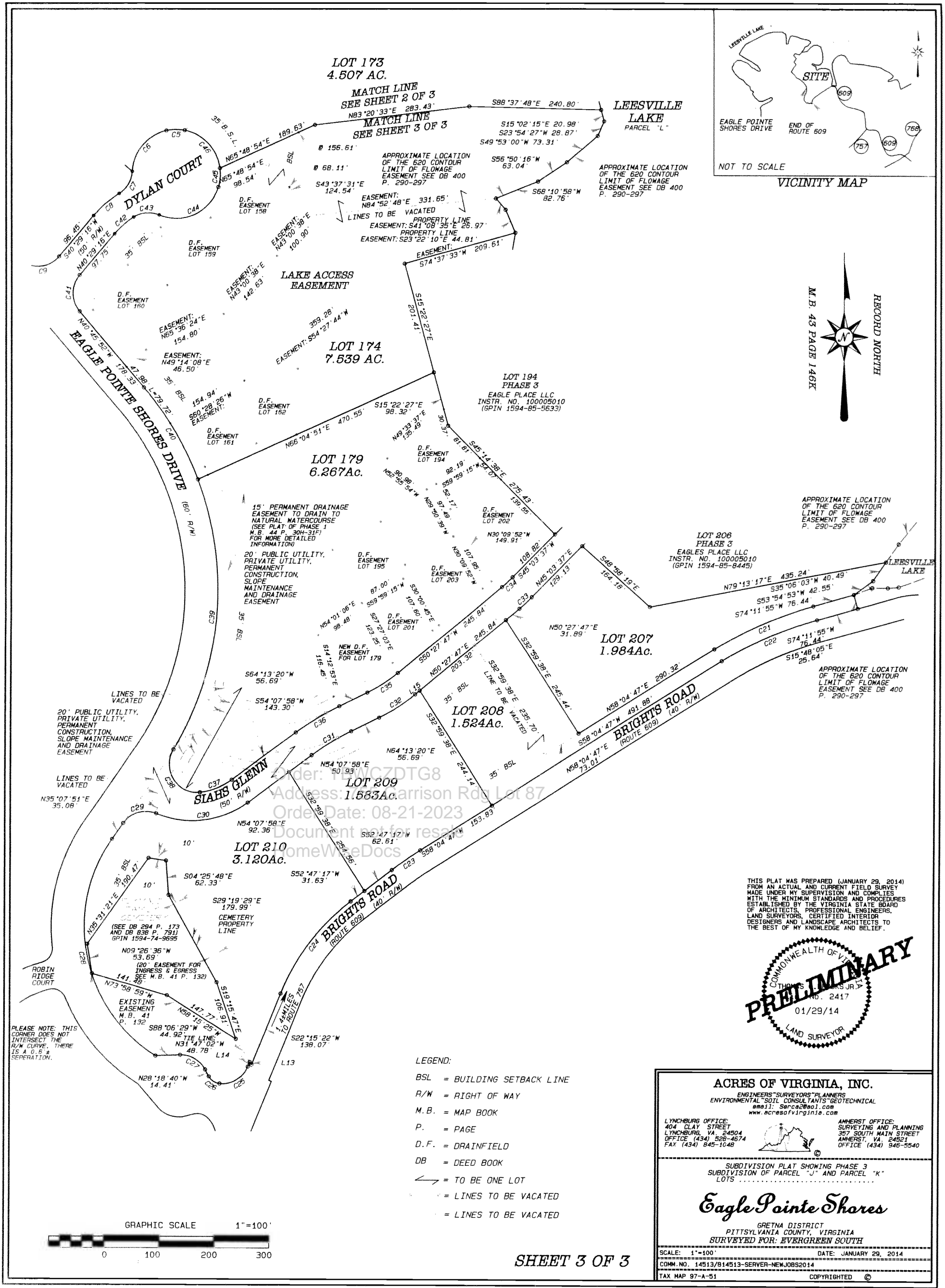
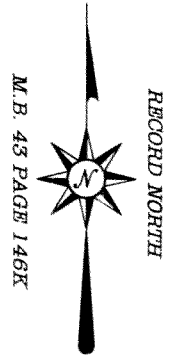
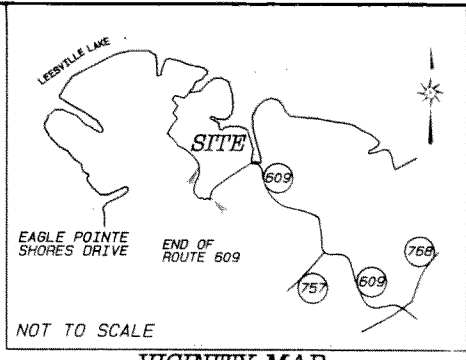
SUBDIVISION PLAT SHOWING PHASE 3 LOTS

Eagle Pointe Shores

GRETNA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EVERGREEN SOUTH

SCALE: 1"=100' DATE: JANUARY 29, 2014
 COMM. NO. 14513/A14513-SERVER-NEWJOBS2014
 TAX MAP 97-A-51 COPYRIGHTED



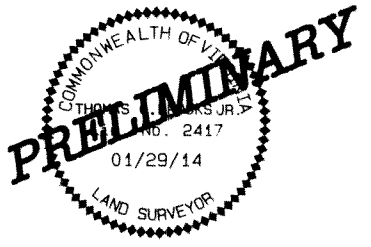


APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

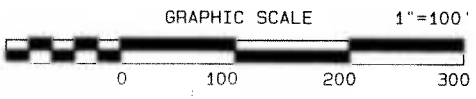
APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

THIS PLAT WAS PREPARED (JANUARY 29, 2014) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



- LEGEND:
- BSL = BUILDING SETBACK LINE
 - R/W = RIGHT OF WAY
 - M.B. = MAP BOOK
 - P. = PAGE
 - D.F. = DRAINFIELD
 - DB = DEED BOOK
 - ← = TO BE ONE LOT
 - = LINES TO BE VACATED
 - - - = LINES TO BE VACATED



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SUBDIVISION PLAT SHOWING PHASE 3
 SUBDIVISION OF PARCEL "J" AND PARCEL "K"
 LOTS

Eagle Pointe Shores
 GRETTA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EVERGREEN SOUTH

SCALE: 1"=100' DATE: JANUARY 29, 2014
 COMM. NO. 14513/814513-SERVER-NEWJOBS2014
 TAX MAP 97-A-51 COPYRIGHTED ©

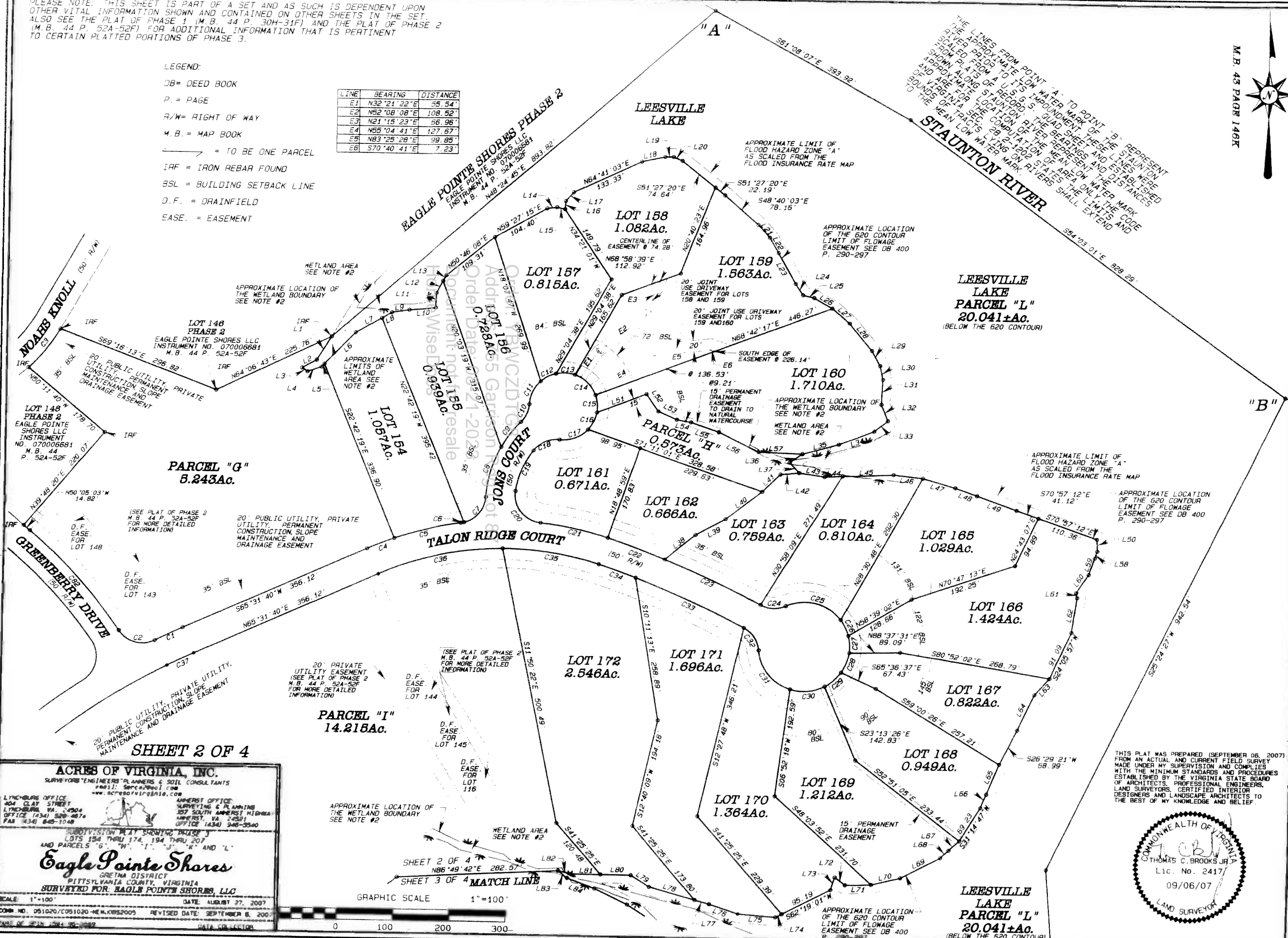
PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 (M.B. 44 P. 30H-31F) AND THE PLAT OF PHASE 2 (M.B. 44 P. 52A-52F) FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 3.

LEGEND:

- DB= DEED BOOK
- P. = PAGE
- R/W= RIGHT OF WAY
- M.B. = MAP BOOK
- = TO BE ONE PARCEL
- IRF = IRON REBAR FOUND
- BSL = BUILDING SETBACK LINE
- D.F. = DRAINFIELD
- EASE. = EASEMENT

LINE	BEARING	DISTANCE
E1	N32°21'22"E	55.54'
E2	N52°08'08"E	108.52'
E3	N21°15'23"E	56.96'
E4	N55°04'41"E	127.67'
E5	N83°25'28"E	99.85'
E6	S70°40'41"E	7.23'

M.B. 44 PAGE 146K



SHEET 2 OF 4

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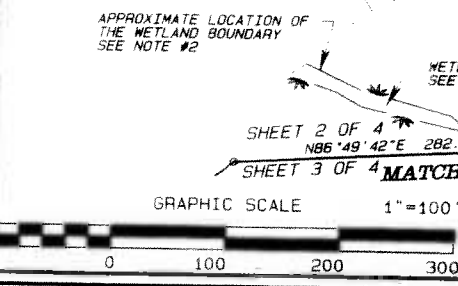
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 FAX (434) 645-1048

Superst Office
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 357 SOUTH AMHERST HIGHWAY
 AMHERST, VA 24521
 OFFICE (434) 946-2540

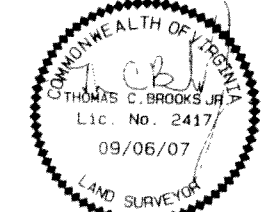
Subdivision Plat Showing Phase 3
 LOTS 154 THRU 174, 194 THRU 207
 AND PARCELS "G", "H", "I", "J", "K" AND "L"

Eagle Pointe Shores
 GRENA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 27, 2007
 COMB. NO. 051020/C051020-HEA-C052005 REVISED DATE: SEPTEMBER 8, 2007
 NAME OF SURV. 1384-25-1089 DATA OR LECTOR



THIS PLAT WAS PREPARED (SEPTEMBER 06, 2007) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LEEVSILLE LAKE
 PARCEL "L"
 20.041±Ac.
 (BELOW THE 620 CONTOUR)

PARCEL "I"
14.218Ac.

LOT 173
2.266Ac.

LOT 174
2.010Ac.

PARCEL "J"
11.294Ac.

LOT 197
0.833Ac.

LOT 196
0.978Ac.

LOT 195
1.022Ac.

LOT 194
1.366Ac.

LOT 206
1.261Ac.

LOT 206
1.432Ac.

LOT 207
2.387Ac.

PARCEL "K"
7.337Ac.

LEESVILLE
LAKE
PARCEL "L"
20.041+Ac.
BELOW THE 620 CONTOUR

LOT 200
0.946Ac.

LOT 199
0.797Ac.

LOT 198
0.689Ac.

LOT 201
0.880Ac.

LOT 202
0.596Ac.

LOT 203
0.737Ac.

LOT 204
1.008Ac.

LOT 205
1.261Ac.

LOT 206
1.432Ac.



APPROXIMATE LOCATION OF
THE WETLAND BOUNDARY
SEE NOTE #2

SHEET 2 OF 4
SHEET 3 OF 4
MATCH LINE

SHEET 2 OF 4
SHEET 3 OF 4
MATCH LINE

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SHEET 2 OF 4
SHEET 3 OF 4
MATCH LINE

BRIGHTS ROAD
(ROUTE 609)
(40' R/W)

APPROXIMATE LIMIT OF
FLOOD HAZARD ZONE "A"
AS SCALED FROM THE
FLOOD INSURANCE RATE MAP

APPROXIMATE LOCATION
OF THE 620 CONTOUR
LIMIT OF FLOWAGE
EASEMENT SEE DB 400
P. 290-297

HURRIDIUM
EAGLE POINTS SHORES LLC
INSTR. NO. 060008121
(SEE RECONFIGURATION MAP
IN M.B. 44 P. 178 AND 179)
SPDN 1594-06-3669



- LEGEND
- DB - DEED BOOK
 - P - PAGE
 - R/W - RIGHT OF WAY
 - M.B. - MAP BOOK
 - TO BE ONE PARCEL
 - IRF - IRON REBAR FOUND
 - BSL - BUILDING SETBACK LINE
 - D.F. - DRAINFIELD
 - EASE - EASEMENT

THIS PLAT WAS PREPARED SEPTEMBER 06, 2007
FROM AN ACTUAL AND CURRENT FIELD SURVEY
MADE UNDER MY SUPERVISION AND COMPLIES
WITH THE MINIMUM STANDARDS AND PROCEDURES
ESTABLISHED BY THE VIRGINIA STATE BOARD
OF ARCHITECTS, PROFESSIONAL ENGINEERS,
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SHEET 3 OF 4

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RECONFIGURATION MAP
LOTS 194 THRU 197, 194 THRU 207
AND PARCELS "G", "H", "I", "J", "K" AND "L"

Eagle Points Shores
GREYHOUND DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTS SHORES LLC

SCALE: 1"=100' DATE: AUGUST 27, 2007
COMM. NO. 051020/C051020-REV. 05/2008 REVISED DATE: SEPTEMBER 6, 2007
PART OF PLAT 1594-06-3669 DATA COLLECTOR

PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON
OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET.
ALSO SEE THE PLAT OF PHASE 1 (M.B. 44 P. 304-311) AND THE PLAT OF PHASE 2
(M.B. 44 P. 524-527) FOR ADDITIONAL INFORMATION THAT IS PERTINENT
TO CERTAIN PLATTED PORTIONS OF PHASE 3.

PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 (M.B. 44 P. 30H-31F) AND THE PLAT OF PHASE 2 (M.B. 44 P. 52A-52F) FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 3.

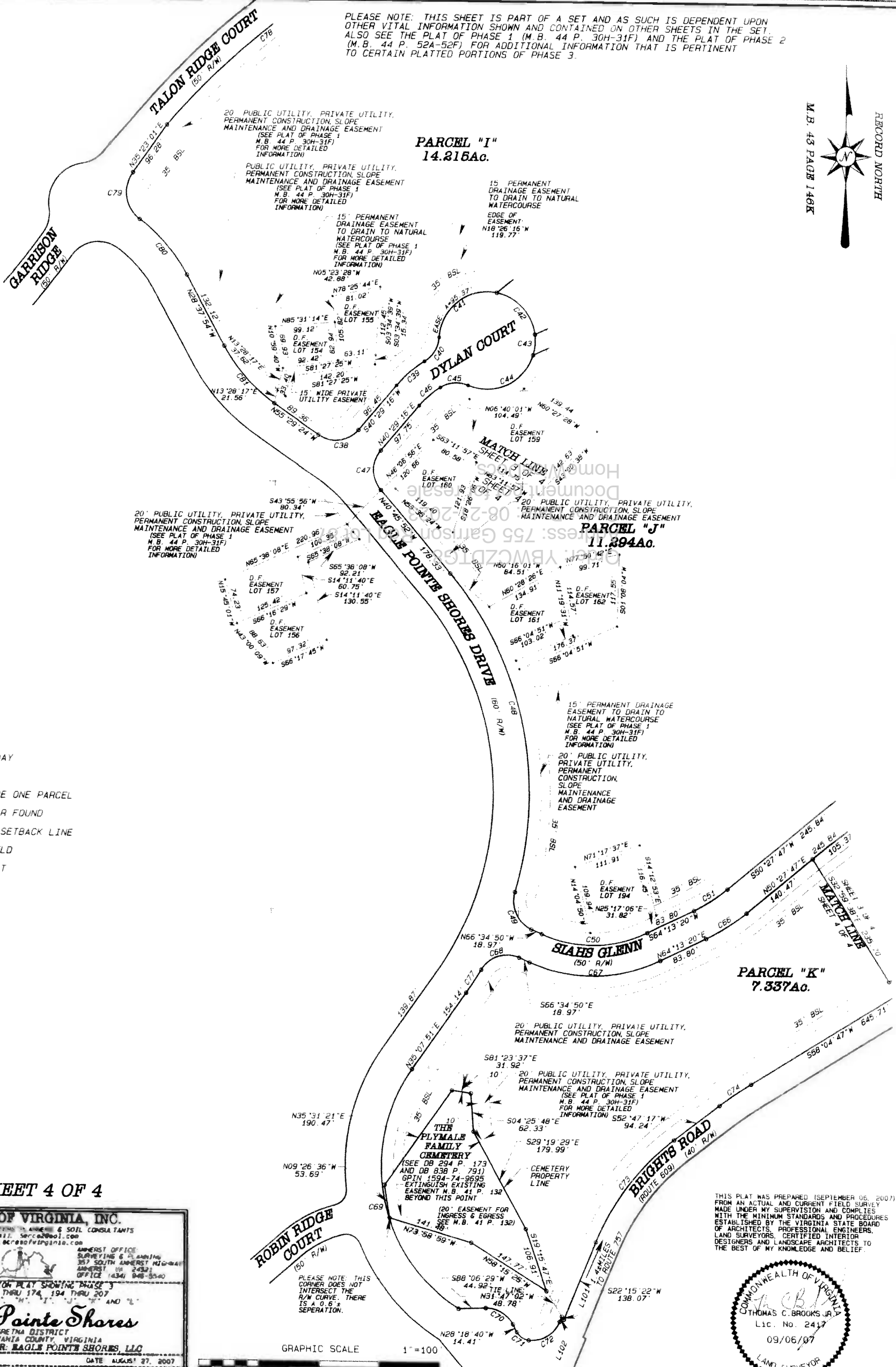
M.B. 43 PAGE 140K



PARCEL "I"
14.218Ac.

PARCEL "J"
11.394Ac.

PARCEL "K"
7.337Ac.



- LEGEND:
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SHEET 4 OF 4

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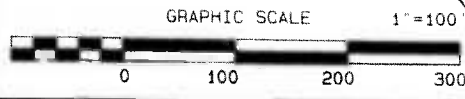
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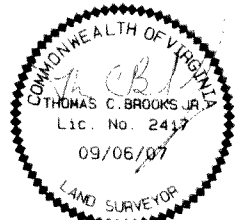
SUBDIVISION PLAT SHOWING PHASE 3
LOTS 154 THRU 174, 194 THRU 207
AND PARCELS "G", "H", "I", "J", "K" AND "L"

Eagle Pointe Shores
GRENA DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100 DATE: AUGUST 27, 2007
COMM. NO. 051020/C051020-NE#JOB#2005 REVISED DATE: SEPTEMBER 8, 2007
PART OF G.P.L.N. 1594-BL-3558 DATA COLLECTION



THIS PLAT WAS PREPARED (SEPTEMBER 06, 2007) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

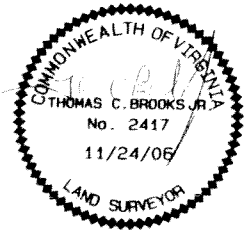


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 IRF = IRON REBAR FOUND
 BSL = BUILDING SETBACK LINE
 D.F. = DRAINFIELD
 EASE. = EASEMENT



THE LINES FROM POINT 'A' TO POINT 'B' REPRESENT THE APPROXIMATE LOW WATER MARK OF THE STAUNTON RIVER. THE APPROXIMATE LOW WATER MARK OF THE STAUNTON RIVER IS SHOWN ON SHEETS 1 AND 2 OF THIS PLAT. THE APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT IS SHOWN ON SHEETS 1 AND 2 OF THIS PLAT. THE APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT IS SHOWN ON SHEETS 1 AND 2 OF THIS PLAT. THE APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT IS SHOWN ON SHEETS 1 AND 2 OF THIS PLAT.

THIS PLAT WAS PREPARED (NOVEMBER 24, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 4 OF 6

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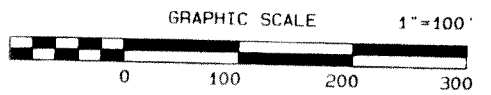
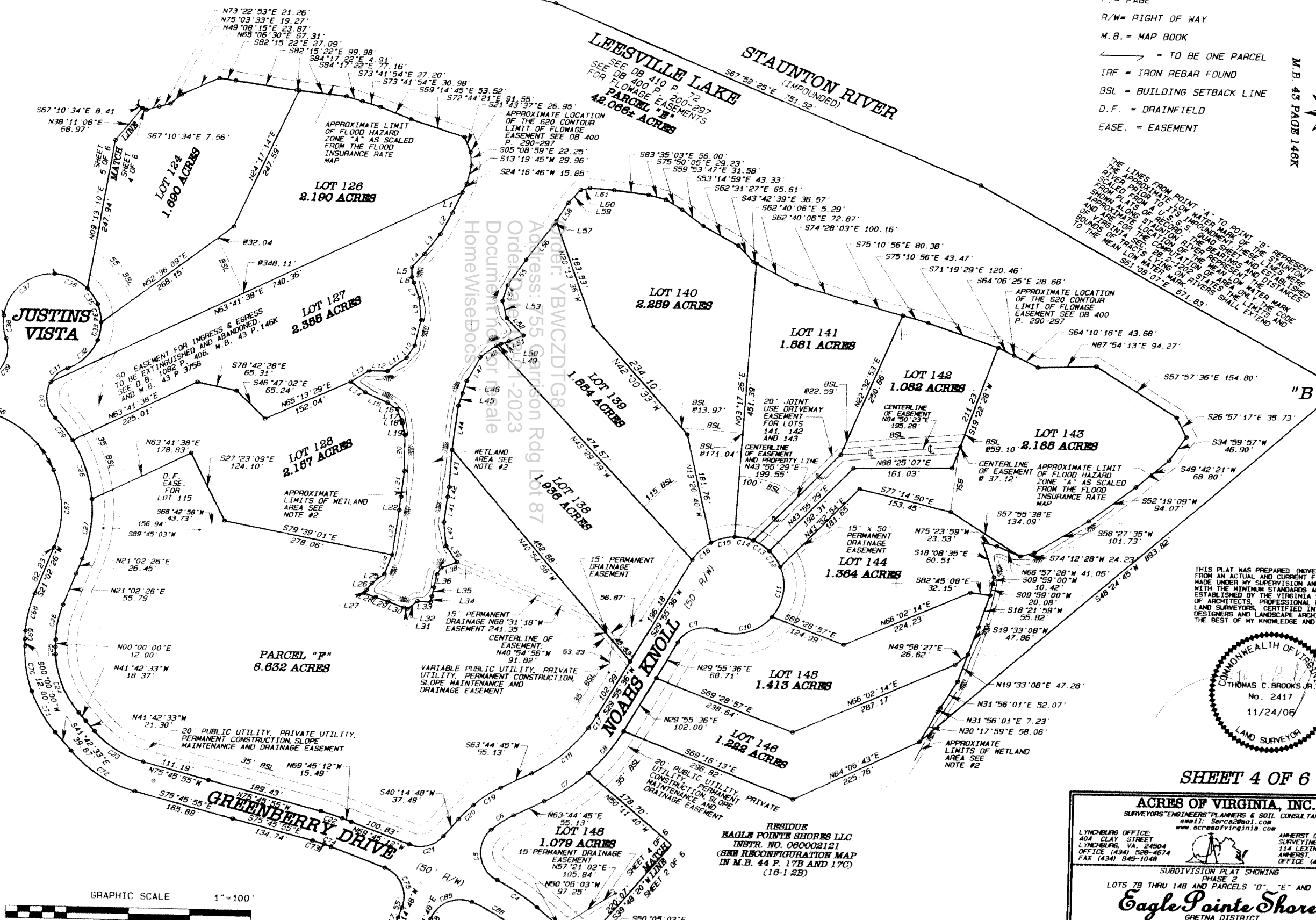
AMHERST OFFICE:
 SURVEYING & PLANNING
 114 LEXINGTON TURNPIKE
 AMHERST, VA 24521
 OFFICE (434) 946-0770

SUBDIVISION PLAT SHOWING
 PHASE 2
 LOTS 7B THRU 14B AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
 GRETNIA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 11, 2006
 COMM. NO. 051020/BB051020-MENJOBS2005 REVISED: NOVEMBER 24, 2006
 TAX MAP 16-A-1B AND 16-6-1 DATA COLLECTOR

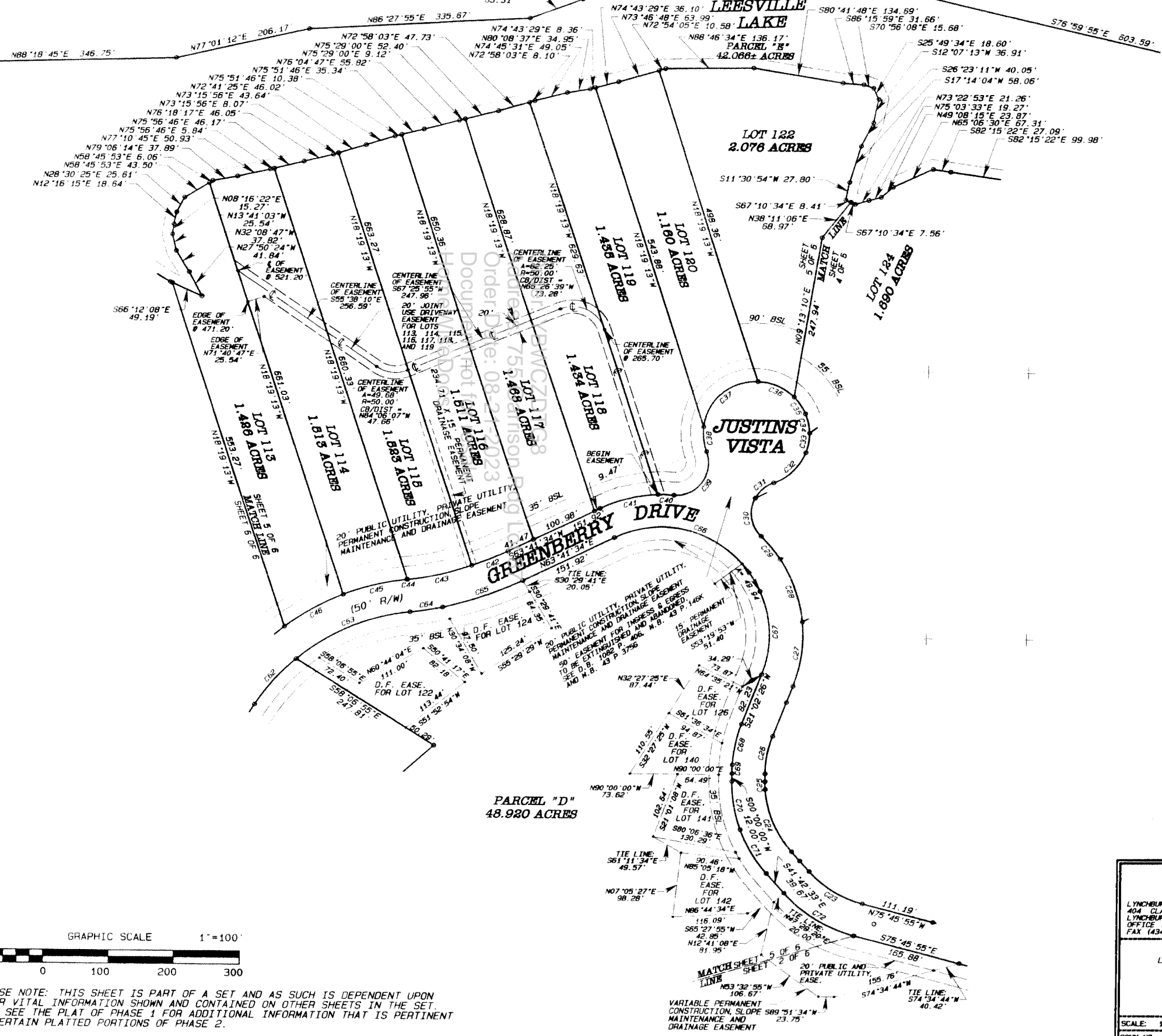
LEESVILLE LAKE
 STAUNTON RIVER (IMPOUNDED)
 SEE DB 410 P. 72
 SEE DB 400 P. 200-207
 FOR FLOWAGE EASEMENTS
PARCEL "B"
48.066± ACRES



PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 2.

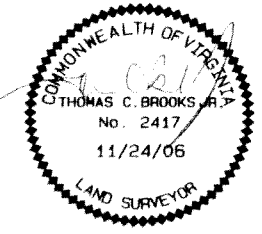
Order Date: 11-20-2023
 Order Ref: YBWCZDTG8
 Address: 755 Garrison Rdg Lot 87
 HomeWiseDocs

STAUNTON RIVER (IMPOUNDED)
N87°58'30"E 492.27'

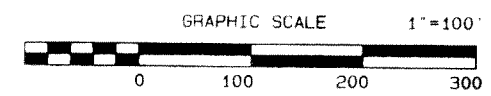


- LEGEND:
- DB= DEED BOOK
 - P. = PAGE
 - R/W= RIGHT OF WAY
 - M. B. = MAP BOOK
 - = TO BE ONE PARCEL
 - IRF = IRON REBAR FOUND
 - BSL = BUILDING SETBACK LINE
 - D. F. = DRAINFIELD
 - EASE. = EASEMENT

THIS PLAT WAS PREPARED (NOVEMBER 24, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 5 OF 6



PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 2.

ACRES OF VIRGINIA, INC.
SURVEYORS ENGINEERS PLANNERS & SOIL CONSULTANTS
email: Sarca2@aol.com
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LYNCHBURG, VA 24504
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SURVEYING & PLANNING
114 LEXINGTON TURNPIKE
AMHERST, VA 24521
OFFICE (434) 546-0770

SUBDIVISION PLAT SHOWING
PHASE 2
LOTS 78 THRU 148 AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
GRETNA DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 11, 2006
COMM. NO. 051020/88051020-NEWJOBS2005 REVISED: NOVEMBER 24, 2006
TAX MAP 16-A-18 AND 16-B-1 DATA COLLECTOR

LEGEND:

- DB= DEED BOOK
- P. = PAGE
- R/W= RIGHT OF WAY
- M.B. = MAP BOOK
- ←→ = TO BE ONE PARCEL
- IRF = IRON REBAR FOUND
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- EASE. = EASEMENT

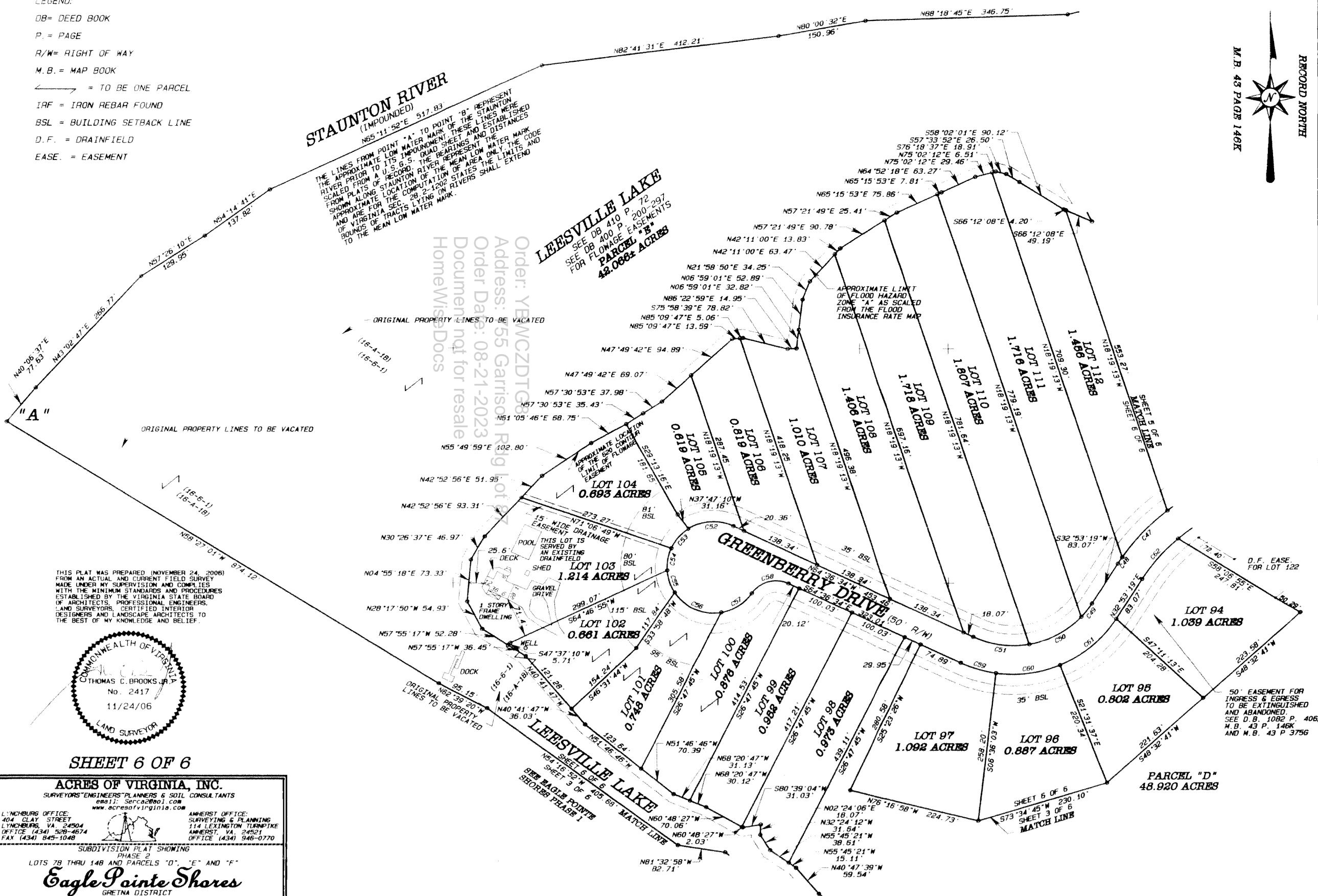


STAUNTON RIVER
(IMPOUNDED)

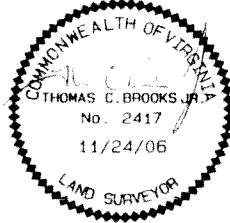
THE LINES FROM POINT "A" TO POINT "B" REPRESENT THE APPROXIMATE LOW WATER MARK OF THE STAUNTON RIVER PRIOR TO ITS IMPOUNDED. THESE LINES WERE SCALED FROM A U.S.G.S. QUAD SHEET AND ESTABLISHED FROM PLATS OF RECORD. THE BEARING AND DISTANCES SHOWN ALONG STAUNTON RIVER MEAN LOW WATER MARK APPROXIMATE LOCATION OF THE MEAN LOW WATER MARK AND ARE FOR THE COMPUTATION OF AREA ONLY. THE COORDINATES OF THE 28-2-1202 STATES THE LIMITS AND BOUNDS OF TRACTS LYING ON RIVERS SHALL EXTEND TO THE MEAN LOW WATER MARK.

LEESVILLE LAKE
SEE DB A10 P. 72
SEE DB 400 P. 200-297
FOR FLOWAGE EASEMENTS
PARCEL "B"
42.0682 ACRES

Order: YEMCZDT08
 Address: 55 Garrison Ridge Rd
 Order Date: 08-21-2023
 Document not for resale
 HomeVizDocs



THIS PLAT WAS PREPARED (NOVEMBER 24, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 6 OF 6

ACRES OF VIRGINIA, INC.
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AMHERST OFFICE: SURVEYING & PLANNING, 114 LEXINGTON TURNPIKE, AMHERST, VA 24521, OFFICE (434) 946-0770

Eagle Pointe Shores
GREINA DISTRICT, PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 11, 2006
COMM. NO. 051020/B9051020-NEWJOBS2005 REVISED: NOVEMBER 24, 2006
TAX MAP 16-A-1B AND 16-B-1 DATA COLLECTOR

PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 2.

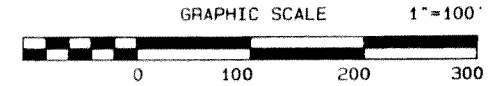


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Order: YBWCZDTG8

Address: 755 Garrison Rdg Lot 87

Order Date: 08-21-2023

Document not for resale

HomeWiseDocs

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In this Property Report, the words "you" and "your" refer to the buyer. The words "we," "us," and "our" refer to the developer.

RISKS OF BUYING LAND

The future value of any land is uncertain and dependent upon many factors. DO NOT expect all land to increase in value.

Any value which your lot may have will be affected if the roads, utilities and all proposed improvements are not completed.

Resale of your lot may be difficult or impossible, since you may face the competition of our own sales program and local real estate brokers may not be interested in listing your lot.

Any subdivision will have an impact on the surrounding environment. Whether or not the impact is adverse and the degree of impact, will depend on the location, size, planning and extent of development. Subdivisions which adversely affect the environment may cause governmental agencies to impose restrictions on the use of the land. Changes in plant and animal life, air and water quality and noise levels may affect your use and enjoyment of your lot and your ability to sell it.

In the purchase of real estate, many technical requirements must be met to assure that you receive proper title. Since this purchase involves a major expenditure of money, it is recommended that you seek professional advice before you obligate yourself.

**** WARNINGS ****

THROUGHOUT THIS PROPERTY REPORT THERE ARE SPECIFIC WARNINGS CONCERNING THE DEVELOPER, THE SUBDIVISION OR INDIVIDUAL LOTS. BE SURE TO READ ALL WARNINGS CAREFULLY BEFORE SIGNING ANY CONTRACT OR AGREEMENT.

GENERAL INFORMATION

This Report covers 154 lots located in Pittsylvania County, Virginia. See Page 23 for a listing of these lots. It is estimated that this subdivision will eventually contain 278 lots when all phases are complete.

The Developer of the subdivision is:

Eagle Pointe Shores, LLC
1351 W. Gretna Road
Gretna, VA 24557
Telephone Number: (877) 838-5253

Answers to questions and information about the subdivision may be obtained by telephoning the developer at the number listed above.

TITLE TO THE PROPERTY AND LAND USE

A person with legal title to property generally has the right to own, use and enjoy the property. A contract to buy a lot may give you possession but does not give you legal title. You will not have legal title until you receive a valid deed. A restriction or an encumbrance on your lot or on the subdivision could adversely affect your title.

Here we will discuss the sales contract you will sign and the deed you will receive. We will also provide you with information about any land use restrictions and encumbrances, mortgages, or liens affecting your lot and some important facts about payments, recording and title insurance.

METHOD OF SALE

Sales Contract and Delivery of Deed

In connection with the purchase of a lot, you will sign a sales contract entitled "Lot Purchase Agreement" in which you will agree to pay cash for the lot. No financing has been arranged for purchasers, and you will be responsible for arranging your own financing. Purchase of the lot is not contingent upon you obtaining financing.

The deed to the property will be delivered to you (or the settlement agent acting for you) on the date of closing, which date shall not be more than 180 days after the date you sign the sales contract.

Type of Deed

The transfer of legal title to all lots will be by special warranty deed, free and clear of all monetary liens and encumbrances except for real property taxes not yet due and payable and other permitted exceptions approved under the sales contract.

ENCUMBRANCES, MORTGAGES AND LIENS

The lots and common facilities in the subdivision are subject to blanket encumbrances (the "Security Documents"). The documents used to create these encumbrances are Deeds of Trust in favor of Wachovia Bank, N.A. and Edward N. Plymale and cover all of the Lots.

Release Provisions

The release provisions for the lots and common facilities in the subdivision are set forth in the Security Documents and must be honored by any subsequent holders of the notes secured by the Security Documents. At your settlement, we will pay (through the settlement agent) the amount required by the Security Documents to release your lot from the encumbrance of the Security Documents.

The release provisions in the Security Documents on all of the lots may be exercised only by us. Therefore, if we default on the Security Documents before obtaining a release of your lot, you may lose your lot and any money you have paid for it.

RECORDING THE CONTRACT AND DEED

Method or Purpose of Recording

In the Commonwealth of Virginia, recording a contract places third parties on notice that the property is subject to the contract of sale and does not otherwise provide protection for a purchaser. The sales contract for your lot does not contain acknowledgements and may not be recorded. Since Virginia law does not require that sales contracts be recorded and since it is not a common practice, we will not record the sales contract.

Recording the deed in the public records protects you against claims of third parties against us or the property after the date of recording. The settlement agent will be responsible for recording the deed to your lot upon closing the sale. You will be responsible for the cost of recording the deed.

**** WARNING ****

UNLESS YOUR CONTRACT OR DEED IS RECORDED YOU MAY LOSE YOUR LOT THROUGH THE CLAIMS OF SUBSEQUENT PURCHASERS OR SUBSEQUENT CREDITORS OF ANYONE HAVING AN INTEREST IN THE LAND.

Title Insurance

You should obtain a title insurance policy which will protect your rights of ownership of the lot. We recommend that an appropriate professional interpret the title insurance policy.

PAYMENTS

Escrow

To assure you that your deposit will be protected, your earnest money deposit will be held in escrow by Executive Settlement Services, LLC or The Hopkins Real Estate Group, LLC, as an independent third party escrow agent (the "Escrow Agent") pending the closing. The address for Executive Settlement Services, LLC is 5900 Centreville Road, Suite 303, Centreville, Virginia 20121, and the address for The Hopkins Real Estate Group, LLC is 630-F Wyndhurst Drive, Lynchburg, Virginia 24502. The Escrow Agent will disburse funds only in accordance with the terms of the sales contract. The Escrow Agent is authorized by the sales contract to disburse to you your earnest money deposit paid prior to closing in the event of our failure to convey to you title to your lot or in the event of our failure in any other obligation which would

otherwise result in the loss of your money. If a dispute arises, the Escrow Agent may refer the matter to a court for resolution.

Prepayment Charges and Penalties

There are not prepayment charges or penalties for payment of the amounts due under the sales contract. If the purchase of your lot is financed by an independent financial institution, you will need to review the financing documents to determine whether there is any prepayment charge or penalty.

Default

In the event you default in the performance of any obligation or covenant under the sales contract prior to closing or which prevents closing from taking place as provided, we may elect to terminate the sales contract and retain all monies paid, including accrued interest, if any, as full and complete liquidated damages for such default. In the event you default for reason other than failure to close, we may seek any and all remedies available at law or in equity.

RESTRICTIONS ON THE USE OF YOUR LOT

A declaration of restrictive covenants (the "Declaration") for the subdivision, which applies to the entire Eagle Pointe Shores, The Cliff's at Eagle Pointe and Eagle's View community has been recorded in the public records of Pittsylvania County, Virginia. The Declaration contains provisions which require you to secure permissions, approvals or take other action prior to certain activities occurring on your lot. The Declaration contains provisions which require you to pay dues and assessments to the Eagle Pointe Shores Homeowners Association. Certain provisions dealing with these types of restrictions are discussed in the paragraphs below. This discussion contains only highlights and should not be substitute for your careful review of the applicable document.

The Declaration provides for an architectural review and approval process for all structures and improvements to be located on lots within the subdivision. No structure or improvement of any kind may be placed on or made to a lot within the Subdivision without approval of the Architectural Review Committee ("ARC"). Any improvements you make to your lot must meet the Design Guidelines. The ARC will have the authority to adopt application and review procedures and also to amend the Design Guidelines.

The Declaration sets forth certain policies and procedures that you and your builder, contractor, and architect must follow in connection with the design and construction of structures and other improvements on your lot. The Design Guidelines describe, among other things, minimum setback requirements, restrictions on materials, driveways, garages, porches, roofs, chimneys, landscaping, and exterior design. Additional restrictions apply to mechanical systems, playground equipment, basketball goals, mailboxes, exterior lighting, antennas, pools, spas, fences, and walls. Upon submission of plans and specifications for improvements to your lot, you will be required to pay certain fees and deposits as set forth in the Declaration. You must ensure that your builder, contractor, and architect comply with the rules set forth in the

Declaration and the Design Guidelines, including, but not limited to, trash removal, project access, signage, fences, portable toilets, damage, and construction vehicles. We encourage you to review the Declaration and Design Guidelines thoroughly and to provide copies to your builder, contractor, and architect prior to planning, designing or commencing any improvements on your lot.

The Declaration sets forth a number of use restrictions in the subdivision. There are general restrictions against any activities that would tend to cause embarrassment, discomfort, annoyance, or nuisance to any person in the subdivision. There are restrictions on animals and parking. The Declaration also contains restrictions with respect to the leasing of a lot.

The Declaration has not been recorded. Until the Declaration for the subdivision has been recorded, there is no assurance that it will be applied uniformly, and there is no assurance that it will not be changed, and it may be difficult to enforce. The Developer does, however, intend to record the Declaration with the Deed of Subdivision prior to closing on your lot.

A complete copy of these restrictions is available upon request.

Easements

There are easements and building set back lines which may affect your plans for building or using your lot, including drainage easements and utility easements which are shown on the plats for the subdivision, and in restrictions contained in the Declaration. All lots are affected. None of these types of easements will materially affect the building area of your lot or materially inhibit its use.

Some of the common areas of the subdivision, which will be owned by the homeowners' association, are subject to flood and flowage easements. These areas are shown on the subdivision plats.

PLAT MAPS, ZONING, SURVEYING, PERMITS AND ENVIRONMENT

Plats

The plat of the 69 Lots in Phase 1, Eagle Pointe Shores Subdivision, covered by this Report has been approved by all of the appropriate regulatory authorities and has been recorded in the public records of Pittsylvania County, Virginia.

The plat of the 50 Lots in Phase 2, Eagle Pointe Shores Subdivision, covered by this Report has not been approved by all of the appropriate regulatory authorities and has been recorded in the public records of Pittsylvania County, Virginia.

The plat of the 35 Lots in Phase 3, Eagle Pointe Shores Subdivision, covered by this Report has not been approved by all of the appropriate regulatory authorities and has not yet been recorded in the public records of Pittsylvania County, Virginia.

**** WARNING ****

REGULATORY AUTHORITIES HAVE NOT APPROVED THE FINAL PLAT DEPICTING YOUR LOT UNLESS YOUR LOT IS IN PHASE 1 OR PHASE 2, EAGLE POINTE SHORES. THEY MAY REQUIRE SIGNIFICANT ALTERATIONS BEFORE THEY WILL APPROVE THE FINAL PLAT AND THOSE ALTERATIONS MAY NOT ALLOW THE LAND TO BE USED FOR THE PURPOSES FOR WHICH IT IS BEING SOLD.

The description of the lots included on the subdivision plat is legally adequate for the conveyance of lots, but conveyance of lots is not legal until the subdivision plat is recorded. We will not close on your contract or convey title to you until the subdivision plat depicting your lot is approved and recorded.

Zoning

The lots described in this Property Report may be used for single family homes, which use conforms to the local zoning regulations and the Declaration.

Surveying

Each lot covered by this Report has been surveyed and marked for identification on the subdivision plat.

Permits

In order to begin construction on your lot, you must obtain a building permit from Pittsylvania County Department of Building Inspections, which is located at P. O. Drawer Chatham, Virginia 24531. You must also obtain a well and septic permit from the Commonwealth of Virginia, Pittsylvania-Danville Health District, Pittsylvania County Environmental Health Office, Drawer 369, Chatham, Virginia 24531. The Developer has purchased and will provide to you at settlement a health department certification letter issued in lieu of a sewage disposal system construction permit. The certification letter permits the installation of a septic system without reapplication, but you are still required to obtain a permit to construct the sewage disposal system. If you apply for a construction permit within 18 months of the date of the certification letter, you will not have to pay a fee for the permit. If you apply for a construction permit after 18 months from the date of the certification letter, you will be responsible for paying all fees for a permit application. The cost of the design, installation, operation and maintenance of the well and septic systems must be paid by you. In addition, your building plans and specifications must be approved by the ARC as set forth above in "Restrictions on the Use of Your Lot." Details of the review procedure, required building standards, and the review fee are set forth in the Design Guidelines which are included in the restrictive covenants.

Environment

The Developer is not aware of any environmental impact study which considers the effect of the subdivision on the environment. No determination has been made as to the possible adverse effects the subdivision may have upon the environment and surrounding area.

ROADS

Here we discuss the roads that lead to the subdivision, those within the subdivision and the location of nearby communities.

ACCESS TO THE SUBDIVISION

Access to the subdivision is provided by Virginia State Route 609 (Bright's Road), a 2-lane, public highway of varying width, but generally about 22 feet wide, owned and maintained by the Virginia Department of Transportation. The wearing surface of Virginia State Route 609 is paved except for approximately the last mile, which is gravel, before the entrance gate to the subdivision. Improvements to and maintenance of Virginia State Route 609 are made by the Virginia Department of Transportation at general taxpayer expense, and at no other cost to you. The Developer is not aware of any Virginia Department of Transportation plans to improve Virginia State Route 609. It is the Developer's plan to improve the portion of Virginia State Route 609 from the intersection of Virginia State Route 757 to Dead End, a total distance of 1.35 miles, by scarifying the existing roadway, adding approximately 4 to 6 inches of aggregate base, compacting this material, and only surface treating (tar and gravel) the existing roadway width. The Developer is under no obligation to you or the Virginia Department of Transportation to make these or any other improvements to Virginia State Route 609.

ACCESS WITHIN THE SUBDIVISION

The subdivision is a private, gated community. Legal and physical access to the subdivision is or will be through private gates and over private roads. All lot owners will be given key codes to operate the gates. Legal and physical access within the community is or will be provided by way of paved, 2-lane private roads. The roads within the subdivision are or will be owned and maintained by the Eagle Pointe Shores Homeowners Association, and will provide year-round access to lots in the subdivision. Upon recordation of the subdivision plats, the ownership of the roads will be conveyed to the Eagle Pointe Shores Homeowners Association. Costs to maintain the subdivision roads will be paid by the lot owners through assessments made by the Eagle Pointe Shores Homeowners Association against the lots in the subdivision. We are responsible for the construction of the private roads at no cost to lot owners and are contractually obligated to complete the road serving your lot.

At closing on each lot, eight percent (8%) of the sales price of the lot will be held in escrow by Executive Settlement Services, LLC (the "Settlement Agent") pursuant to an escrow agreement to be used toward development costs and the construction of the subdivision roads and recreational facilities. In addition, road completion, erosion and sediment control bonds in the amount of \$1,258,155 for Phase 1 and \$978,447 for Phase 2 have been required by Pittsylvania County authorities prior to the approval of the subdivision plat for Phases 1 and 2, Eagle Pointe Shores Subdivision. These bonds have been posted for Phase 1 and 2, Eagle Pointe Shores Subdivision. A similar bond, in an amount not yet determined, will be required by Pittsylvania County authorities prior to the approval of the subdivision plat for Phase 3, Eagle Pointe Shores Subdivision.

**** WARNING ****

THE FUNDS SET ASIDE AT CLOSING IN AN ESCROW ACCOUNT AND THE ROAD COMPLETION BOND MAY NOT BE SUFFICIENT TO COMPLETE THE ROADS.

The chart below represents our estimates of completion of the roads serving the lots in the subdivision.

ROADS

Phase	Estimated Starting Date (Month/Year)	Percentage of Construction Now Complete	Estimated Completion Date (Month/Year)	Present Surface	Final Surface
EPS Phase 1	May 2006	70%	May 2008	Graded Soil	Asphalt
EPS Phase 2	July 2007	10%	May 2008	Turf	Asphalt
EPS Phase 3	July 2007	5%	December 2008	Turf	Asphalt
Cliff's at EPS	April 2008	0%	August 2009	Turf	Asphalt
Eagle's View	June 2008	5%	October 2009	Turf	Asphalt

The table below identifies the distance (rounded to the nearest mile) from the subdivision gate at State Route 609 (Bright's Road) to nearby communities.

Community Name	Population	Distance Over Paved Roads	Distance Over Unpaved Roads	Total
Gretna	2,000	13	1	14
Altavista	3,800	14	1	15
Danville	50,000	40	1	41
Chatham (County Seat)	1,300	21	1	22

UTILITIES

WATER

Water is or will be supplied to each lot by individual, private wells located on each lot and owned, maintained and operated by the lot owner. We are NOT contractually obligated to provide a water system for the subdivision or an individual well for your lot.

You will be responsible for the cost associated with drilling, installing and maintaining an adequate pump and well system that will serve your needs on your lot.

The total estimated costs of an adequate pump and well system for each lot, including but not limited to, the costs of installation, storage, any treatment facilities and other necessary equipment, is \$4,000.00.

There is no assurance a productive well can be installed and, if it cannot, no refund of the purchase price of the lot will be made.

The purity and chemical content of the water cannot be determined until each individual well or source of water is completed and tested.

There is no assurance of a sufficient supply of water for the anticipated population of the subdivision and surrounding areas.

A permit is required to install a well on your lot. The permit is secured from the Commonwealth of Virginia, Pittsylvania-Danville Health District, Pittsylvania County Environmental Health Office, Drawer 369, Chatham, Virginia 24531. The cost of a well permit is \$75.00.

SEWER

Sewage disposal for each lot will be by individual, private septic systems located on each lot or common area and owned, maintained and operated by the lot owner. For some lots the septic system drainage field is located on common area owned by the Eagle Pointe Shores Homeowners Association and the lot owner has an easement to use the septic system drainfield. The Developer has had each lot tested and has determined that a septic system (either on the lot or on property owned or to be owned by the homeowner's association) can be installed to serve each lot. Local authorities have given general approval to the use of individual septic systems in the subdivision.

Each septic system can dispose of enough sewage for the anticipated three bedroom residential use of the lot. We are NOT contractually obligated to provide a septic sewage system for the subdivision or an individual septic system for your lot. You will be responsible for the cost associated with designing, installing and maintaining an adequate septic system that will serve your needs on your lot.

The total estimated costs of an septic system for each lot, including but not limited to, the costs of design, installation, any treatment facilities and other necessary equipment, ranges from approximately \$4,000 to approximately \$15,000 depending on the slope of the lot, the location of the house relative to the septic system Drainfield (whether uphill or downhill) and the possible need for pre-treatment.

A permit is required to install a septic system. The permit is secured from the Commonwealth of Virginia, Pittsylvania-Danville Health District, Pittsylvania County Environmental Health Office, Drawer 369, Chatham, Virginia 24531. The Developer has purchased and will provide to you at settlement a health department certification letter that is issued in lieu of a sewage disposal system construction permit. The certification letter permits the installation of a septic system without reapplication, but you are still required to obtain a permit to construct the sewage disposal system. If you apply for a construction permit within 18 months of the dated of the certification letter, you will not have to pay a fee for the permit. If you apply for a construction permit after 18 months from the date of the certification letter, you will be responsible for paying all fees for a permit application. The cost of a septic system permit is \$115.00. No further testing of the lot is required prior to issuance of the permit unless there is any substantial physical change in the soil or site conditions where the sewage disposal system is to be located.

NOTE: The cost of combined well and septic system permit is \$190.

Pumping and hauling service is available and the estimated monthly cost of pumping and hauling service for a family of four living in the house on a year round basis is \$10.00. Septic system pump out is recommended every seven (7) years at a lump sum fee of approximately \$800.00.

ELECTRICITY

Electricity is or will be provided by Southside Electric Cooperative. The Developer and Southside Electric Cooperative are responsible for extending the primary electric service lines to the front of, or adjacent to, your lot at no cost to you. Inquiries can be made by calling Southside Electric Cooperative at 800-552-2118, Ext. 653.

The chart below indicates our estimates for extension of primary electric service lines to the lots in each Phase of the subdivision:

ELECTRIC SERVICE

Phase	Estimated Starting Date (Month/Year)	Percentage of Construction Now Complete	Estimated Service Availability Date (Month/Year)
EPS Phase 1	December 2007	0%	May 2008
EPS Phase 2	February 2008	0%	May 2008
EPS Phase 3	August 2008	0%	December 2008
Cliff's at EPS	June 2009	0%	November 2009
Eagle's View	November 2009	0%	June 2010

TELEPHONE

Telephone service over land lines is or will be provided by Peoples Mutual Telephone Company. Peoples Mutual Telephone Company is responsible for constructing the trunk telephone lines at no cost to you. The service lines have not been extended to the front of or adjacent to each lot. Installation of the service lines for Eagle Pointe Shores, Phase 1 is scheduled to begin in February, 2007, with service scheduled to be available in September, 2007. The service lines will be extended to your lot by Peoples Mutual Telephone Company as the community develops and grows. Inquiries can be made by calling Peoples Mutual Telephone Company at 434-656-2291.

Cellular telephone service is available in the subdivision. The Developer is not responsible for cellular telephone service. The availability and quality of service may vary depending on the cellular telephone service provider.

FUEL OR OTHER ENERGY SOURCE

Other than electricity, no fuel or other energy source is available in the subdivision. There are no plans to provide any other energy source to the subdivision. We are NOT obligated to provide any other energy source to the subdivision.

FINANCIAL INFORMATION

The Developer has experienced an operating loss during the fiscal year ending December 31, 2006. This may affect the developer's ability to complete promised facilities.

**** WARNING ****

THE OPERATING LOSS EXPERIENCED BY THE DEVELOPER DURING THE FISCAL YEAR ENDING DECEMBER 31, 2006, MAY AFFECT THE DEVELOPER'S ABILITY TO COMPLETE PROMISED FACILITIES .

A copy of our financial statements for the period ending December 31, 2006, is available upon request.

LOCAL SERVICES

FIRE PROTECTION

Fire protection is provided year-round by the Gretna, Climax and Cool Branch Volunteer Fire Departments.

POLICE PROTECTION

Police protection is provided year-round by the Virginia State Police and Pittsylvania County Sheriff's Department.

SCHOOLS

Public elementary, middle, and high schools administered by Pittsylvania County Public Schools are available to residents of the subdivision, and school bus transportation is available from the entrance gate at Virginia State Route 609 (Bright's Road).

HOSPITAL

The nearest available hospital is Lynchburg General Hospital, located approximately 45 miles from the subdivision entrance gate in Lynchburg, Virginia. The nearest hospital to which ambulance service is available is Lynchburg General Hospital, located approximately 45 miles from the subdivision entrance gate in Lynchburg, Virginia.

PHYSICIANS AND DENTISTS

The nearest physician's office is Central Health Medical located approximately 10 miles from the subdivision entrance gate in Gretna, Virginia.

The nearest dentist's office is the office of Dr. Larry Jewal, located approximately 18 miles from the subdivision entrance gate in Altavista, Virginia.

SHOPPING FACILITIES

The nearest shopping facility is The Gretna Junction (which includes grocery, pharmacy, restaurants, and car wash) located approximately 12 miles from the subdivision entrance gate in Gretna, Virginia. A new Walmart Super Center opened in July 2006, located approximately 18 miles from the subdivision entrance gate on Virginia State Route 29, outside of Altavista, Virginia, town limits.

MAIL SERVICE

Mail service will be provided to the subdivision at the entrance gate by the U.S. Postal Service.

PUBLIC TRANSPORTATION

Public transportation is not available in or to the subdivision.

The nearest taxi service is U Save Cab Co. located approximately 18 miles from the subdivision entrance gate in Altavista, Virginia.

RECREATIONAL FACILITIES

We plan to construct recreational facilities for the use and enjoyment of the lot owners.

The chart below indicates our estimates (revised due to delays in governmental approval relating to the road completion bond) for completion of the currently planned recreational facilities to serve the subdivision:

Facility	Percentage of Construction Now Complete	Estimated Date of Start of Construction (Month/Year)	Estimated Date Available for Use (Month/Year)	Financial Assurance of Completion	Buyer's Annual Cost or Assessments
Walking Trails	20%	September 2006	August 2008	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Pavilions (2)	0%	June 2008	June 2009	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Fire Pits (4)	0%	September 2008	June 2009	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Boat ramp	10%	June 2007	May 2008	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Boat Storage Lot	20%	June 2007	April 2008	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Club House	0%	April 2009	September 2010	Escrow 8% of Lot Price at Closing	* Included in \$900 Annual HOA Dues
Swimming Pool	0%	April 2009	September 2010	Escrow 8% of Lot Price at Closing	* Included in \$900 Annual HOA Dues
Tennis Court	0%	April 2009	September 2010	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues

* Included in \$900 Annual HOA Dues PLUS A USAGE FEE NOT YET DETERMINED.

We have not obtained permits for the proposed recreational facilities at this time; and, therefore, there are no assurances that these facilities will be constructed or that lot owners will be able to use these facilities. We make no representations or warranties that these recreational facilities will be approved and permitted by the appropriate governmental authorities or interested parties; or, if approved and permitted, as to the type, amount, size, nature or location of the recreational facilities which may be constructed.

Constructing the Facilities

We are responsible for construction of the planned recreational facilities that are approved and permitted by the appropriate governmental authorities. You are not responsible for any costs in connection with construction.

Maintaining the Facilities

The Eagle Pointe Shores Homeowners Association will be responsible for maintaining these facilities. The costs of maintenance of the recreational facilities the subdivision will be assessed against each lot owner.

Transfer of the Facilities

The recreational facilities to be constructed will be located on land that is subject to three deed of trust liens. Upon recordation of the subdivision plat for each phase of the subdivision, title to the land on which the recreational facilities will be constructed will be conveyed with special warranty to the Eagle Pointe Shores Homeowners Association periodically as the separate phases and sections of the subdivision are dedicated. The common areas and the recreational facilities will be transferred to the Eagle Pointe Shores Homeowners Association free and clear of monetary liens.

Permits

Permits have not been obtained for any of the recreational facilities and therefore there is no assurance that these facilities will be constructed or that lot owners will be able to use these facilities.

Who May Use the Facilities

Owners of lots in the subdivision and their family members and guests will be permitted to use the recreational facilities. In addition, subject to certain limitations, the owners of Pittsylvania County Tax Parcel 16-A-4A have the right to full use and enjoyment of all of the Eagle Pointe Shores recreational facilities and roads.

SUBDIVISION CHARACTERISTICS AND CLIMATE

In this section, we will discuss the basic terrain of the subdivision, the climate, and any nuisances or hazards in this area.

GENERAL TOPOGRAPHY

The general topography of the land in the subdivision is typical of the region with rolling hills bisected with streams. Additionally, Leesville Lake provides the centerpiece for the subdivision. Approximately 50% of the entire subdivision (including some land underwater as described below) will remain as open space and developed parkland. Some of the lots in the subdivision have steep slopes that will necessitate the use of special construction techniques for building on the lot. One of the 154 lots covered by this Property Report is affected by the steep slopes. There are no known rock outcroppings or unstable or expansive soil conditions that will necessitate the use of special construction techniques to build on or use any lot in the subdivision.

**** WARNING ****

**SOME LOTS IN THIS SUBDIVISION HAVE A SLOPE OF 20% OR MORE.
THIS MAY AFFECT THE TYPE AND COST OF CONSTRUCTION.**

WATER COVERAGE

Leesville Lake is the lower portion of the Smith Mountain Pumped Storage Project and consists of a concrete gravity dam with integral powerhouse. The reservoir has a surface area of approximately 3,040 acres and approximately 100 miles of shoreline. Leesville Lake was formed by damming the Staunton River and flooding the land upstream from the dam that is below the 620-foot National Geodetic Vertical Datum (NGVD). The 620-foot NGVD is also referred to locally and in this Property Report as the 620-foot contour or the 620 contour. The reservoir surface elevation can fluctuate up to 13 feet during a normal generation/pumpback cycle. The normal upper operating level for Leesville Lake is elevation 613.0 NGVD. The subdivision land adjacent to waterfront lots and below elevation 620 NGVD has been or will be dedicated as common area and conveyed to the Eagle Pointe Shores Homeowners Association. Approximately 15 % of the entire subdivision, all of which is common area to be owned by the HOA, is below elevation 620 NGVD and is subject to flooding by Leesville Lake. The portion of the subdivision below elevation 613 NGVD is normally below water. All of the land in the subdivision below the 620 contour is subject to flowage and recreational use easements.

No part of any lot is covered by water. The water level of the lake is controlled by concrete dams at each end of the lake. Waterfront lots may be developed without any imported fill or wetland remediation.

All waterfront lots have the benefit of an exclusive easement for the use of the HOA common area between the boundary of the waterfront lot and Leesville Lake. The easement is for access to Leesville Lake and recreational use of the common area between the waterfront lot and the waterline of Leesville Lake. Construction of improvements below the 620 foot contour is subject to the American Electric Power Shoreline Management Plan (SMP). The SMP is a comprehensive plan intended to manage the multiple resources and uses of the lake's shorelines so that they are consistent with American Electric Power's Federal Energy Regulatory Commission (FERC) license requirements and project purposes. The SMP is being reviewed by the FERC. American Electric Power began implementing the new regulations established by the SMP for those activities for which it is currently authorized to issue permits as of September 2, 2003. Those activities include:

- landscape plantings
- noncommercial piers, landings, boat docks, or similar structures and facilities that can accommodate no more than 10 watercraft at a time and serve single-family type dwellings
- structures for erosion control

For additional information regarding the SMP or applications for permits email American Electric Power at aepsmp@aep.com or call at 1-540-489-2556.

DRAINAGE AND FILL

We are not aware of any lots in the subdivision that require fill or drainage of surface water prior to construction.

FLOOD PLAIN

None of the lots are located within the 100 year flood hazard zone.

FLOODING AND SOIL EROSION

We have a program which will provide controls for soil erosion, sedimentation and periodic flooding throughout the subdivision. This program is represented by storm drainage easements shown on the subdivision plat and by storm drainage facilities that will be installed in connection with construction of the roads. Soil erosion, pollution, and sedimentation are to be controlled pursuant to the guidelines established by Pittsylvania County. We will begin implementing this program in June, 2006, and anticipate completion in June, 2009.

The measures being taken may not be sufficient to prevent property damage or health and safety hazards.

NUISANCES

We are not aware of any nuisance which affects the subdivision.

HAZARDS

We are not aware of any unusual safety factors which affect the subdivision or of any proposed plans for construction which may create a future nuisance or safety hazard.

CLIMATE

The average temperature ranges, summer and winter, for Pittsylvania County, Virginia, are:

	<u>High</u>	<u>Low</u>	<u>Mean</u>
Summer	87	57	71
Winter	58	22	40

The average annual rainfall is approximately 42 inches. The average annual snowfall is approximately 14 inches.

OCCUPANCY

As of the date of this report, no lots in the subdivision are occupied on a full or part-time basis.

ADDITIONAL INFORMATION

PROPERTY OWNERS' ASSOCIATION

Your lot is located within Eagle Pointe Shores, Phase 1, 2 or 3, The Cliff's at Eagle Pointe Shores or Eagle's View which collectively form the Eagle Pointe Shores community. You will be a member of the Eagle Pointe Shores Homeowners Association (the "HOA"). The HOA is incorporated with the Virginia State Corporation Commission as a non-stock corporation. The HOA has not yet begun operations.

A declaration of restrictive covenants (the "Declaration") for the subdivision, which applies to the entire Eagle Pointe Shores, Phases 1, 2 and 3, The Cliff's at Eagle Pointe and Eagle's View community has been recorded in the public records of Pittsylvania County, Virginia. The Declaration includes provisions for the election of officers, the management of the HOA, restrictions on the use of the Lots and the imposition of general and special assessments.

As the Declarant (as defined in the Declaration), we have the right to appoint the initial board of directors of the HOA. This right shall continue until title to 90% of the lots in Eagle Pointe Shores subdivision has been conveyed to purchasers.

Membership in the HOA is mandatory for lot owners. As a mandatory member of the HOA, you will be obligated to pay the general and special assessments levied by the HOA. The current general assessment imposed by the HOA is set forth on the Cost Sheet of this Property Report. The amount of the assessment is subject to change in accordance with the Declaration and the by-laws of the HOA, and those documents also prescribe the method for special assessments to meet unusual expenses of the HOA, if any.

The HOA has powers and duties which include, but are not limited to, preparation and adoption of annual budgets, levying and collecting assessments, providing for the operation and maintenance of the common areas and facilities, hiring and firing personnel, making and amending rules and regulations, enforcing the provisions of the Declaration, the by-laws, and the rules and regulations, as well as keeping books and records. Architectural control over improvements and modifications on lots is discussed in this Property Report under the section entitled "Restrictions on the Use of Your Lot."

We do not furnish any service at no charge for which the HOA will be required to assume responsibility. The current level of assessments provides the capability for the HOA to meet its financial obligations, including operating costs, maintenance and repair costs, and reserves for replacement. In the event there is a deficit in meeting the financial obligations of the HOA, we have the right (i) to elect to pay assessments to the HOA, (ii) to subsidize the HOA as necessary, and/or (iii) to extend a loan to the HOA.

TAXES

From the date of closing on your lot, you will be required to pay real estate taxes applicable to the lot to the Treasurer of Pittsylvania County. The 2007 tax rate is \$0.48 per \$100.00 of the assessed value of the property. Pittsylvania County has not yet assessed the value of your lot, but it should assess your lot at its market value. To calculate the real estate taxes on a lot (either improved or unimproved), add the assessed value of the lot to the assessed value of the improvements, then multiply the total assessed value of the lot and improvements by 0.0048. The assessed value of your lot may increase upon and following your acquisition of the lot. The estimated average real estate tax on an unimproved lot in the subdivision at the current estimated assessment is set forth on the Cost Sheet of this Property Report.

RESALE OR EXCHANGE PROGRAM

Restrictions which might hinder the resale of your lot include, but are not limited to, the requirement to pay HOA assessments, the requirement of architectural approval for improvements, and use restrictions contained in the Declaration and also discussed in this Property Report under the section entitled "Restrictions on the Use of Your Lot."

We have no program to assist you in the sale of your lot.

We do not have any provision to allow you to exchange one lot for another.

EQUAL OPPORTUNITY IN LOT SALES

We are in compliance with Title VIII of the Civil Rights Act of 1968. We have not and will not discriminate against you because of your race, color, religion, sex or national origin. Furthermore, we will not indicate a preference for or a rejection of any particular group in our advertising, in our rendering services to lots, in requiring terms and conditions on lot sales or in any other manner.

LISTING OF LOTS

This Property Report covers 154 lots which are described as: Lots 1 through 16, 18 through 20, 23 through 64, and 68 through 75, Eagle Pointe Shores, Phase 1; Lots 78, 79, 82 through 88, 94 through 106, 108 through 120, 122, 124, 126 through 128, 138 through 146, and 148, Eagle Pointe Shores, Phase 2; and Lots 154 through 174, and 194 through 207, Eagle Pointe Shores, Phase 3.

Lots 1 through 16, 18 through 20, 23 through 51, and 54 through 64, and 68 through 75, located in Eagle Pointe Shores, Phase 1; Lots 78, 79, 82 through 88, 94 through 106, 108 through 120, 122, 124, 126 through 128, 138 through 146, and 148, Eagle Pointe Shores, Phase 2; and Lots 154 through 174, and 194 through 207, Eagle Pointe Shores, Phase 3, are intended for sale by the Developer.

NOTE: Lots 52 and 53, Eagle Pointe Shores, Phase 1, were conveyed to the Witts upon recordation of the Deed of Subdivision and are not intended for sale by the Developer.

NOTE: Lot 103, Eagle Pointe Shores, Phase 2, was conveyed to the Plymales upon recordation of the Deed of Subdivision and is not intended for sale by the Developer.

NOTE: Lots 17, 21, 22, 65, 66 and 67, Eagle Pointe Shores, Phase 1, do not exist and will not be created.

NOTE: Lots 80, 81, 89 through 93, 107, 121, 123, 125, 129 through 137, and 147, Eagle Pointe Shores, Phase 2, do not exist and will not be created.

NOTE: Lots 175 through 193, Eagle Pointe Shores, Phase 3, do not exist and will not be created.

COST SHEET

In addition to the purchase price of your lot, there are other expenditures which must be made.

Listed below are the major costs. There may be other fees for the use of some of the recreational facilities.

All costs are subject to change.

Sales Price

Cash Price of Lot	\$	
Finance Charge	\$	0.00
Total	\$	

Estimated One-Time Charges

1. Installation of private well	\$	4,000.00
2. Installation of private sewer (septic) system.....	\$	
3. Construction costs to extend electric and telephone service.....	\$	
4. Architectural Review Fee	\$	250.00
6. Construction Damage Deposit *	\$	2,000.00
7. Purchaser's Closing Costs.....	\$	
Total Estimated One-time Charges	\$	
Total of estimated sales price and one-time charges	\$	

* Refunded upon completion of construction without damage to roads and common facilities.

Estimated Monthly/Annual Charges, Exclusive of Utility Use Fees

1. Taxes – taxes on unimproved lot after sale to purchaser	\$	
2. Current Annual HOA General Assessment**		\$900.00

** Prorated HOA Assessments from closing to the end of the year must be paid in advance at closing.

*[SIGNATURES AND CERTIFICATION OF SENIOR EXECUTIVE OFFICERS
FOLLOW ON NEXT PAGE]*

CERTIFICATION

The information contained in this Property Report is an accurate description of our subdivision and development plans.

Eagle Pointe Shores, LLC
a Virginia limited liability company

By: Kyle H. Goldsmith
Kyle H. Goldsmith, Manager

By: Edward N. Plymale
Edward N. Plymale, Manager

Date of Preparation:

September 1, 2007

RECEIPT, AGENT CERTIFICATION AND CANCELLATION PAGE
PURCHASER RECEIPT

Important – Read Carefully

Name of subdivision: Eagle Pointe Shores, Phases 1, 2 and 3

OILSR Number: 31722

Date of Report: _____, 2007

We must give you a copy of this Property Report and give you an opportunity to read it before you sign any contract or agreement. By signing this receipt, you acknowledge that you have received a copy of our Property Report.

Received by: _____ Date: _____

Street Address: _____
City _____, State _____ ZIP _____

If any representations are made to you which are contrary to those in this Property Report, please notify the:

Office of Interstate Land Sales Registration
HUD Building, 451 Seventh Street, S.W.
Washington, DC 20410

AGENT CERTIFICATION

I certify that I have made no representations to the person(s) receiving this Property Report which are contrary to the information contained in this Property Report:

Lot: _____ Phase: _____ Subdivision: _____

Name of Salesperson: _____

Signature: _____ Date: _____

PURCHASE CANCELLATION

If you are entitled to cancel your purchase contract, and wish to do so, you may cancel by personal notice, or in writing. If you cancel in person or by telephone, it is recommended that you immediately confirm the cancellation by certified mail. You may use the form below:

Name of Subdivision: _____

Date of Contract: _____

This will confirm that I/we wish to cancel my/our purchase contract.

Purchaser signature: _____ Date: _____

Purchaser signature: _____ Date: _____

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Purchaser signature: _____ Date: _____

Eagle Pointe

A BEAUTIFUL WATERFRONT COMMUNITY

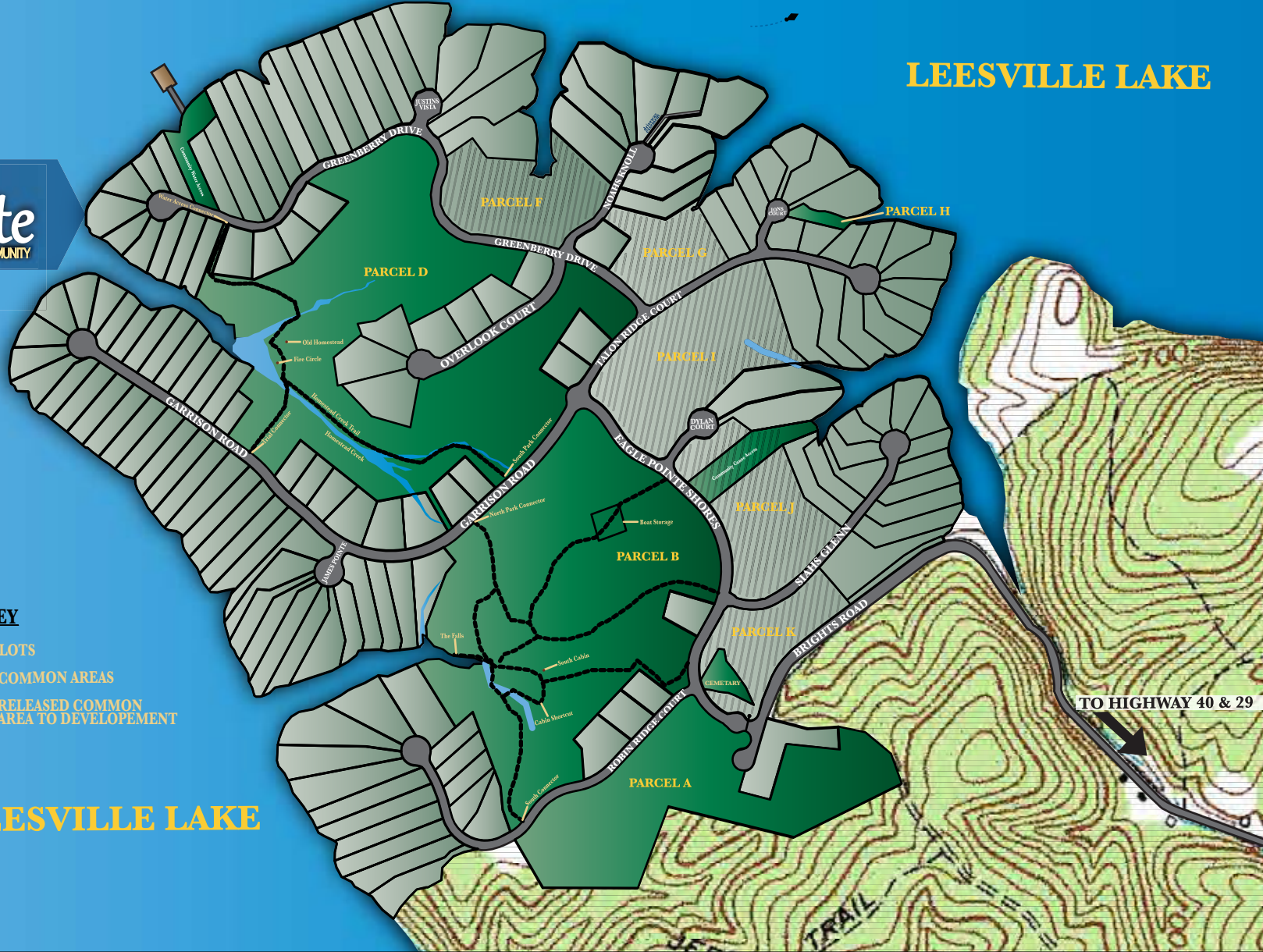
LEESVILLE LAKE

LEESVILLE LAKE



KEY

-  LOTS
-  COMMON AREAS
-  RELEASED COMMON AREA TO DEVELOPMENT



Phase 1

13 269236 MAR 14 2013

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE POINTE SHORES

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores ("Amendment") is made this 21st day of January, 2013 by the Eagle Pointe Shores Homeowners Association, a Virginia non-stock corporation (the "Association"), pursuant to the approval of the Owners.

I. RECITALS

- A. On November 8, 2006, Eagle Pointe Shores, LLC, a Virginia limited liability company (the "Original Declarant") recorded the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe Shores (the "Declaration"), which documents were recorded as Exhibit A to the Deed of Subdivision of Eagle Pointe Shores, Phase I among the land records of Pittsylvania County, Virginia as Instrument 060008585.
- B. The Declaration was subsequently recorded as Exhibit A to the Deeds of Subdivision of Eagle Pointe Shores, Phases II and III.
- C. The remaining lots owned by Eagle Pointe Shores, LLC were sold at foreclosure to Eagles Place LLC, a Virginia limited liability company, which, pursuant to Section 1.1 (P) of the Declaration, is now the Declarant.
- D. Sections 14.2 and 14.3 of the Declaration provide that the Declaration may be amended upon the written approval of members entitled to cast at least seventy five percent (75%) of the total number of votes or upon a seventy five percent (75%) vote by the members at a meeting called for such purpose.
- E. The Association, as authorized by the requisite number of votes by the members, desires to amend Section 1.1(Q) to provide for a longer Declarant Control Period.
- F. In all other respects, the terms and conditions of the Declaration shall remain in full force and effect.

II. AMENDMENT OF SECTION 1.1(Q)

Pursuant to the Declaration, the members of the Association have duly voted to amend the Declaration such that Section 1.1(Q) of the Declaration is deleted in its entirety and replaced with the following:

"Declarant Control Period" means the period beginning upon the recordation of the Declaration among the Land Records and ending on the earliest of: (i) the fifteenth (15th) anniversary of the date of recordation of this Declaration; (ii) the date 90% of the Lots have been conveyed by the Declarant to Owners, other than the Declarant or Builders; (iii) the date specified by the Declarant in a written

15; 1st Amendment to Declaration of Covenants
7/2; 1/3/13

Given Mailed to STATUSKO K. KRODZKY PC

Order: YBWCZDTG8
Address: 755 Garrison Rdg Lot 87
Order Date: 08-21-2023
Document not for resale
HomeWiseDocs

PG0015 MAR 11 12

notice to the Association that the Declarant Control Period is to terminate on that date; or (iv) the end of the Development Period."

IN WITNESS WHEREOF, the Association, by and through its President, hereby certifies that more than seventy five percent (75%) of the votes of lot owners in Eagle Pointe Shores have approved and ratified this Amendment on the date set forth above.

Eagle Pointe Shores Homeowners Association,
a Virginia non-stock corporation

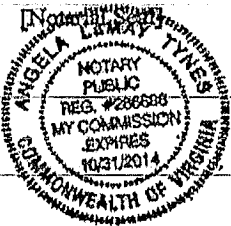
By: Norris E. Mitchell
Norris E. Mitchell, President

State of Virginia)
) ss
County of Fairfax)

The foregoing instrument was acknowledged before me this 28th day of January, 2013, by Norris E. Mitchell, President of Eagle Pointe Shores Homeowners Association, on behalf of the corporation.

Angela Lundy Tynes
Notary Public

My commission expires: 10-31-14



INSTRUMENT #130001439
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
MARCH 11, 2013 AT 10:23AM

H. F. HAYMORE, CLERK
RECORDED BY: KKJ

MINUTES of Eagle Point Shores H.O.A.

Meeting date: June 2nd, 2014

Call to order: A Special Meeting of the Eagle Point Shores Home Owner's Association ("Association") was called and held in Pittsville, Virginia (on the project's property on what is now the boat ramp pavilion and formally known as Lot 108, Phase II) on June 2nd, 2014. The meeting convened at 11:00 a.m., Declarant Eagle Point Shores, LLC represented by Larry Bragg, Manager presiding, and Mark Dalton, Assistant Manager/Secretary.

Informational Recitations:

Motion: Moved by Larry Bragg that the Complete Assignment of Declarant Rights be accepted and noted by the Association, and sent to the management company, Brownstone Properties, Inc. Further, Eagle Point Shores, LLC, as sole declarant and while the project is in the Declarant Control Period, has all rights and abilities of the Declarant as specified in a document properly executed and duly recorded in the Pittsylvania County land records under Instrument #140002365. A recorded copy is attached to these minutes for reference.

Motion carried.

Motion: Moved by Larry Bragg to acknowledge that Eagle Pointe Shores, LLC, as owner of 65 individual lots enjoys the rights of a Class B member as prescribed in the recorded Declaration of Covenants, Conditions and Restrictions where the Class B member shall have six votes for each Lot which it owns, summing to 390 votes and as of this date. Additionally, it is acknowledged that 87 Class A Members exist as individual Lot Owners.

Motion Carried.

Motion: Moved by Larry Bragg to acknowledge and certify that a majority of the voting members (counted by votes eligible to be cast out of the total available votes of all members) were present, along with a quorum, at the meeting.

Motion Carried.

New business:

Appointment of Management Board

Motion: Moved by Larry Bragg to appoint the following members to the Board of Directors of the Association:

Larry Bragg as President,
Mark Dalton as Vice-President,
Charles Payne as Secretary, and
Michelle Bluhm as Treasurer.

Motion Carried.

Offer to acquire common Parcels: F, G, I, J, and K

Motion: Moved by Larry Bragg to review and accept a Purchase Offer of the named Common Area parcels, for \$100.00 by Eagle Point Shores, LLC from the Association, in fee simple, along with all enjoyment rights, subject to rights of way existing or planned. Closing to be held immediately.

Motion carried.

Vote on acceptance on Offer

Motion: Moved by Larry Bragg to vote on the acceptance of the Offer to Purchase by Eagle Point Shores, LLC. As prescribed in Section 14.5 of the Declaration of Covenants, fifty-one percent of the Mortgagees and members entitled to cast at least sixty-seven percent of the total number of votes of each class must agree to transfer any part of the Common Area, of which there are a total of 477 votes as of this date, including Class A and Class B Members.

Motion carried [Note: 390 votes in favor of acceptance of the purchase offer]

Certification, Authorization, and Permission to Convey Parcels F, G, I, J, and K

Motion: Moved by Larry Bragg that the President of the Association has the ability, right, and authority to execute all necessary documentation on behalf of the Association to facilitate the conveyance of the Common areas as prescribed in the Deed of Subdivision to Eagle Point Shores, LLC, along with all rights and privileges subject to any rights of way.

Adjournment: The meeting was adjourned at 11:15 a.m.



Larry Bragg, President

Eagle Pointe Shores Homeowners Association



Date of approval

13 FEB 2013 9:43 AM

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores ("Amendment") is made this 21st day of January, 2013 by the Eagle Pointe Shores Homeowners Association, a Virginia non-stock corporation (the "Association"), pursuant to the approval of the Owners.

I. RECITALS

- A. On November 8, 2006, Eagle Pointe Shores, LLC, a Virginia limited liability company (the "Original Declarant") recorded the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe Shores (the "Declaration"), which documents were recorded as Exhibit A to the Deed of Subdivision of Eagle Pointe Shores, Phase I among the land records of Pittsylvania County, Virginia as Instrument 060008585.
- B. The Declaration was subsequently recorded as Exhibit A to the Deeds of Subdivision of Eagle Pointe Shores, Phases II and III.
- C. The remaining lots owned by Eagle Pointe Shores, LLC were sold at foreclosure to Eagles Place LLC, a Virginia limited liability company, which, pursuant to Section 1.1 (F) of the Declaration, is now the Declarant.
- D. Sections 14.2 and 14.3 of the Declaration provide that the Declaration may be amended upon the written approval of members entitled to cast at least seventy five percent (75%) of the total number of votes or upon a seventy five percent (75%) vote by the members at a meeting called for such purpose.
- E. The Association, as authorized by the requisite number of votes by the members, desires to amend Section 1.1(Q) to provide for a longer Declarant Control Period.
- F. In all other respects, the terms and conditions of the Declaration shall remain in full force and effect.

II. AMENDMENT OF SECTION 1.1(Q)

Pursuant to the Declaration, the members of the Association have duly voted to amend the Declaration such that Section 1.1(Q) of the Declaration is deleted in its entirety and replaced with the following:

"Declarant Control Period" means the period beginning upon the recordation of the Declaration among the Land Records and ending on the earliest of: (i) the fifteenth (15th) anniversary of the date of recordation of this Declaration; (ii) the date 90% of the Lots have been conveyed by the Declarant to Owners, other than the Declarant or Builders; (iii) the date specified by the Declarant in a written

Given Mailed to JARIUSKO K. KOLDYCH

PG 0015 MAR 13 2

notice to the Association that the Declarant Control Period is to terminate on that date; or (iv) the end of the Development Period.”

IN WITNESS WHEREOF, the Association, by and through its President, hereby certifies that more than seventy five percent (75%) of the votes of lot owners in Eagle Pointe Shores have approved and ratified this Amendment on the date set forth above.

Eagle Pointe Shores Homeowners Association,
a Virginia non-stock corporation

By: Norris E. Mitchell
Norris E. Mitchell, President

State of Virginia)

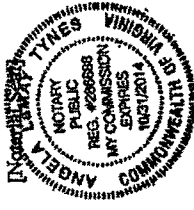
) ss

County of Fairfax)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Norris E. Mitchell, President of Eagle Pointe Shores Homeowners Association, on behalf of the corporation.

Angela
Notary Public

My commission expires: 10-31-14



INSTRUMENT #13001439
RECORDED IN THE CLERK'S OFFICE OF
PITTSBURGH COUNTY ON
MARCH 11, 2013 AT 10:25AM

H. F. HAYMORE, CLERK
RECORDED BY: NKJ

PG 0060 JUN 5 2014
14-02615

This document was prepared by G. Redmond Dill, Jr.,
Attorney-at-Law, P.O. Box 332, Valdese, N.C. 28690
Bar #5579

**TITLE NOT EXAMINED BY DRAFTSMAN.
TITLE INSURANCE PROVIDED BY:
All-Virginia Title & Escrow, Inc/Fidelity**

Tax PIN No.: 1594-67-8203; 1594-76-7989; 1594-76-8474; 1594-85-0699; 1594-84-2983

CONSIDERATION: \$100.00
ASSESSED VALUE: \$0.00

ADDRESS FOR TAX BILL:
Post Office 3818
Mooresville, North Carolina 28117

RETURN TO: G. REDMOND DILL, JR., Attorney, P.O. Box 332, Valdese, N.C. 28690

THIS DEED OF BARGAIN AND SALE, made this 4th day of June, 2014, by and between

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, party of the first part, and **EAGLE POINT SHORES, LLC**, a North Carolina limited liability company, Grantee, party of the second part.

WITNESSETH

THAT for and in consideration of the sum of **TEN (\$10.00) DOLLARS** cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with General Warranty and English Covenants of Title, unto Grantee, all of that certain lot or parcel of land together with improvements thereon and appurtenances thereunto belonging, situate in Pittsylvania County, State of Virginia, and more particularly described as follows:

TRACT I:

Tract F, Eagle Pointe Shores Subdivision, Phase 2, as the same appears duly dedicated and platted by Deed of Subdivision recorded as instrument #07-06681, with attached plans recorded in Map Book 44, Pages 52A through pages 52F, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Given & Mailed to: All Virginia Title

PG0061 JUN-5 2

TRACT II:

Tracts G, I, J and K, Eagle Pointe Shores Subdivision, Phase 3, as the same appears duly dedicated and platted by Deed of Subdivision recorded as instrument #07-98325, with attached plats recorded in Map Book 44, Pages 58B through pages 58E, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

This conveyance is executed pursuant to Article 14, Section 14.5, of the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores recorded as Instrument #060008585 stating at least fifty-one percent of the members entitled to cast at least sixty-seven percent of the total number of votes of each class authorize the conveyance of the above described property. For further reference, see the Complete Assignment of Declarant Rights as recorded in instrument #140002365 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

The Grantor also conveys unto the Grantee herein non-exclusive perpetual rights-of-way in all subdivision roads as they now currently exist as well as any future rights-of-way developed by the Grantor herein.

PG0062 JUN-5 2

TO HAVE AND TO HOLD the above described property unto the said party of the second part in fee simple absolute.

WITNESS the following signature and seal.

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

By: LB
LARRY M. BRAGG, President
Board of Directors
Eagle Pointe Shores Homeowners Association

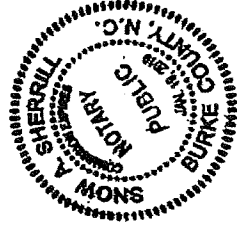
STATE OF NORTH CAROLINA
COUNTY OF BURKE

I, SNOW A. SHERRILL, a Notary Public in and for said County and State, do hereby certify before me personally came Larry M. Bragg, President for the Board of Directors of Eagle Pointe Shores Homeowners Association personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as President on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 4th day of June, 2014.

Snow A. Sherrill N.P. (SEAL)
SNOW, A. SHERRILL, Notary Public
(Notary Seal)

Commission Expiration: 1-19-19



PG0063 JUN-5


Resolution Authorizing the Execution of Conveyance of F, G, I, J and K from Eagle Pointe Shores H.O.A. to Eagle Point Shores, LLC by President of Board of Directors


This Resolution dated the 2nd day of June, 2014 upon Motion of Charles Payne, Secretary of Eagle Pointe Shores H.O.A. that Larry Bragg, as President for the Board of Directors of Eagle Point Shores H.O.A. be authorized to execute a conveyance Common Areas designated as Parcels F, G, I, J and K on behalf of the Association to Eagle Point Shores, LLC.


Motion was voted and passed.


This the 2nd day of June, 2014.

**EAGLE POINTE SHORES HOMEOWNER'S ASSOCIATION
BOARD OF DIRECTORS**

By:  Larry Bragg, President

By:  Mark Dalton, Vice President

By:  Charles Payne, Secretary

By:  Michelle Bluhm, Treasurer

INSTRUMENT #149002615
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
JUNE 5, 2014 AT 11:13AM

H. F. HAYMORE, CLERK
RECORDED BY: KKJ

Eagle Point Shores, LLC
P.O. Box 3818
Moorestville, North Carolina 28117
(704) 990-7400

May 5, 2014

Dear Eagle Pointe Shores Lot Owner:

Recently, we have finalized our purchase of Phase II and Phase III from Norris Mitchell (Eagles Place, LLC). This completes our transfer into Eagle Point Shores, LLC and as such, we become the sole Declarant of Eagle Pointe Shores.

Currently, Eagle Pointe Shores is in Developer control. During this period, we are installing capital improvements such as electric power to Phase II and III, paving roads, and finishing the undone items left by the previous developer.

We are also installing a boat ramp with courtesy docks and generally improving the common access to the lake. I am sure you will be very happy with the work and how Eagle Pointe Shores now looks!

As the sole declarant, we have also made changes to the Common Areas. We have dedicated significant waterfront land to create the waterfront park. In fact, we have dedicated over three hundred feet of waterfrontage for common usage! This is where the boat ramp and docks are located. We hope you visit there soon to see the great things happening.

As the Declarant of Eagle Pointe Shores, we also have elected to make changes to the Common Areas identified on the original plans. We will remove several parcels from the Common Areas: Parcels F, G, I, J and K. As prescribed in the Eagle Pointe Shores Declaration, page 46, Article 14, Section 14.5, "**Mortgagee and Owner Approval**", we, as the Declarant of the Eagle Pointe Shores Homeowners Association shall transfer these tracts to Eagle Point Shores LLC to be further divided and sold. We have this right as Declarant, but more specifically we have approval with at least fifty-one percent of the members entitled to cast at least sixty-seven percent of the total number of votes, as directed by the Covenants specified in the above stated section. Should you have any questions or concerns, please feel to respond to this letter or simply call me.

We will retain Parcel A (21 acres), Parcel B (47 acres), Parcel C (73 acres) and Parcel D (49 acres) in the Common Area, for a total of 191.27 acres. These are the parcels that are developed into walking trails, and connect the community to the waterfront park. Please see the map on reverse for identifying these areas.

We will offer properties in Phase III for sale this month. Should you, your friends, or any family have an interest in buying a homesite in this new phase, please have them call the Evergreen South Office where they will be more than helpful!

We look forward to seeing you on your property, and we will schedule a summer cookout once we finish the waterfront park so we can see you in person. As always, we wish you a safe and enjoyable summer!

Sincerely,

Larry Bragg, Manager
Eagle Point Shores, LLC
larrybragg@evergreensouth.com

COMPLETE ASSIGNMENT OF DECLARANT RIGHTS

This **COMPLETE ASSIGNMENT OF DECLARANT RIGHTS** (this "Assignment"), is made May 16, 2014 by **EAGLES PLACE LLC**, a Virginia limited liability company ("Assignor") and **EAGLE POINT SHORES, LLC**, a North Carolina limited liability company ("Assignee").

RECITALS:

A. Assignor is a "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores Subdivision, Phase 3 found in Instrument #07-08325 and for Eagle Pointe Shores, Phase 2 as found in Instrument #07-06681 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia (the "Declaration").

B. Assignor became the Declarant pursuant to a Deed of Foreclosure dated August 13, 2010, from Samuel I. White, P.C., a Professional Corporation, Substitute Trustee, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, as instrument #10-05010.

C. Pursuant to Section 1.1(P) of the Declaration, Declarant may assign any or all of its rights by assignment recorded in the land records. The Declaration further provides: "Such an assignment shall only operate as to the land which is owned by such successor or assign. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarant shall be several and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant."

D. By Deed of even date herewith, intended to be recorded in the land records immediately prior hereto, Assignor conveyed to Assignee the fifty-nine (59) parcels of property described in Exhibit A hereto.

NOW THEREFORE, in consideration of the foregoing, Assignor hereby assigns to Assignee all Assignor's remaining rights as Declarant for Eagle Pointe Shores Subdivision, Phase 2 and Phase 3. Assignee accepts the foregoing assignment and hereby assumes all Assignor's obligations as Declarant with respect to Phase 2 and Phase 3. Assignor has no remaining rights and obligations as Declarant in the remaining property in Eagle Pointe Shores owned by Assignor.

[Signatures appear on following page.]

Given Mailed to All Virginia Title

Witness the signatures of the parties hereto.

ASSIGNOR:


EAGLES PLACE LLC

By: Norris E. Michell, Manager

ASSIGNEE:

EAGLE POINT SHORES, LLC
CAPITAL CREEK INVESTMENTS, LP,
Member

By: SOUTHEAST FORESTLANDS, LLC,
GENERAL PARTNER

By: 
Larry M. Bragg, Manager

Witness the signatures of the parties hereto.

ASSIGNOR:

EAGLES PLACE LLC

By: *Norris E. Mitchell*
Norris E. Mitchell, Manager

ASSIGNEE:

EAGLE POINT SHORES, LLC

CAPITAL CREEK INVESTMENTS, LP,
Member

By: SOUTHEAST FORESTLANDS, LLC,
GENERAL PARTNER

By: _____

Larry M. Bragg, Manager

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF)

I, _____, a Notary Public in and for said County and Commonwealth, do hereby certify before me personally came NORRIS E. MITCHELL, Manager of EAGLES PLACE LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the _____ day of May, 2014.

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, MICHELLE BLUHM, a Notary Public in and for said County and State, do hereby certify before me personally came LARRY M BRAGG, Manager of SOUTHEAST FORESTLANDS, LLC, a North Carolina Limited Liability Company, General Partner of CAPITAL CREEK INVESTMENTS, LP, a Member of Eagle Point Shores, LLC, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 19th day of May, 2014.

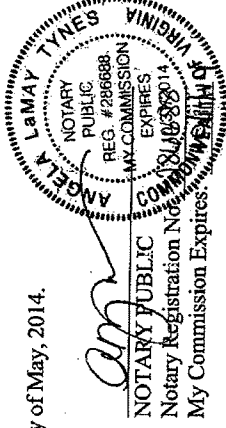


Michelle Bluhm
NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: October 2, 2016

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF)

I, Angela Tynes, a Notary Public in and for said County and Commonwealth, do hereby certify before me personally came NORRIS E. MITCHELL, Manager of EAGLES PLACE LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 16 day of May, 2014.



STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, MICHELLE BLUHM, a Notary Public in and for said County and State, do hereby certify before me personally came LARRY M BRAGG, Manager of SOUTHEAST FORESTLANDS, LLC, a North Carolina Limited Liability Company, General Partner of CAPITAL CREEK INVESTMENTS, LP, a Member of Eagle Point Shores, LLC, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the ___ day of May, 2014.

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____

EXHIBIT A

The land referred to in this Assignment is situated in the County of Pittsylvania, State of Virginia, as is described as follows:

Lot Nos. 83, 84, 85, 86, 87, 88, 98, 99, 100, 101, 110, 111, 112, 115, 116, 117, 119, 122, 124, 127, 128, Eagle Pointe Shores Subdivision, Phase 2, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #070006681, with attached plats made by Acres of Virginia, Inc., dated August 11, 2006, revised November 24, 2006, recorded in Map Book 44, at Pages 52A through pages 52F, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Lot Nos. 106, 107, 108, 109, Eagle Pointe Shores Subdivision, Phase 2, recorded as Instrument #070006681, and as shown on Re-Subdivision Plat Showing Lots 106, 107, 108 & 109, Phase II, dated November 18, 2013, made by Acres of Virginia, Inc., recorded in Map Book 44, at page 170 H, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Lot Nos. 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 170, 171, 172, 173, 174, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206 and 207, Eagle Point Shores Subdivision, Phase 3, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #070008325, with attached plats made by Acres of Virginia, Inc., dated August 27, 2007, revised September 6, 2007, recorded in Map Book 44, at pages 58B through 58E, in the Clerk's Office of Pittsylvania County, Virginia.

Assignor also conveyed to Assignee non-exclusive perpetual rights-of-way in all subdivision roads as they now currently exist as well as any future rights-of-way developed by the Assignor.

INSTRUMENT #140002365
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
MAY 22, 2014 AT 11:34AM

H. F. HAYMORE, CLERK
RECORDED BY: KWJ

Eagle Pointe Shores
Deed of Subdivision

Order: YBWCZDTG8
Address: 755 Garrison Rdg Lot 87
Order Date: 08-21-2023
Document not for resale
HomeWiseDocs

PG0079 OCT 25 6
07-08325

PREPARED BY AND RETURN TO:
Scott M. Wheatley, Esq.
WHEATLEY LAW FIRM, PLC
5900 Centreville Road, Suite 303
Centreville, VA 20171
703-631-4512

DEED OF SUBDIVISION

THIS DEED OF SUBDIVISION, is made on October 2, 2007, by and between EAGLE
POINTE SHORES, LLC, a Virginia limited liability company ("EPS" or "Owner") (Grantor);
EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation
("Association") (Grantor); TRSTE, Inc., a Virginia corporation, Trustee, (the "Wachovia
Trustee") (Grantor); WACHOVIA BANK, NATIONAL ASSOCIATION, Beneficiary
("WACHOVIA") (Grantor); RACHEL V. CROUCH, Trustee, of Fairfax County, Virginia (the
"Plymale Trustee") (Grantor); EDWARD N. PLYMALE, Beneficiary ("Plymale") (Grantor);
and EAGLE POINTE SHORES, LLC, a Virginia limited liability company, (Grantee); and
EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation
("Association") (Grantee).

RECITALS:

R-1. EPS is the owner of certain lands located in Pittsylvania County, Virginia,
identified as Pittsylvania County Tax ID Numbers 016-8-4, 016-A-1B, 016-8-3A, 016-A-2B,
016-8-2B, 016-3-A, 016-3-B, 016-3-C, 016-1-2B and 21.396 acres formerly part of 016-A-4A
(the "EPS Property"), and EPS having acquired the Property by Deeds recorded in Deed Book
1489, at Page 617, Deed Book 1490, at Page 707, Deed Book 1521, at Page 534, Deed Book
1521, at Page 540, and as Instrument Number 060001053; and Instrument Number 060002121,
and also identified as the Residue as set forth in the Deed of Subdivision for Eagle Pointe Shores,

Address: 755 Garrison Rdg Lot 87

Order Date: 08-21-2023

HomeWiseDocs

Deed of Subdivision
Eagle Pointe Shores, Phase 3
Page 1

Given Mailed to Kyle Goldsmith

SEE MAP BOOK
NO. 44 PAGE 52B, C, D, & E

Phase 1, recorded as Instrument Number 060008585 and the Plat attached thereto and recorded in Map Book 44, Page 30H through Map Book 44, Page 31B.

R-2. The EPS Property is subject to a Deed of Trust (the "Wachovia Deed of Trust") to the Wachovia Trustee recorded as Instrument Number 070004910, securing Wachovia.

R-3. Part of the EPS Property is subject to a Deed of Trust (the "Plymale Deed of Trust") to the Plymale Trustee (the Plymale Trustee having been appointed by Deed of Substitution of Trustee and Subordination Agreement recorded as Instrument Number 060002128) recorded in Deed Book 1490, at Page 712, securing Plymale.

R-4. It is the desire and intent of the Owners to (i) subdivide the Property into lots, parcels, roads, and residue in accordance with this Deed of Subdivision and as shown on the plat attached hereto dated August 27, 2007, revised September 6, 2007, entitled "Subdivision Plat Showing Phase 3, Lots 154 thru 174, 194 thru 207, and Parcels "G", "H", "I", "J", "K" and "L," EAGLE POINTE SHORES," and prepared by Acres of Virginia, Inc., Thomas C. Brooks, Jr., Land Surveyor (the "Plat"), said Plat being incorporated herein by this reference, (ii) to create easements, (iii) to subject the lots, parcels, roads and residue to easements, covenants, conditions and restrictions, (iv) to convey roads to the Association for private street purposes, (v) to convey common area to the Association; (vi) to release the roads and common area from the liens of the deeds of trust; and (vii) to subordinate the deeds of trust to the easements and covenants conditions and restrictions created hereby.

SUBDIVISION

THIS DEED FURTHER WITNESSETH that, in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners, together with the

Order: YBWCZDTG8

Address: 755 Garrison Rdg Lot 87

Order Date: 08-21-2023

Document not for resale

HomeWiseDocs

Deed of Subdivision
Eagle Pointe Shores, Phase 3
Page 2

Wachovia Trustee, and the Plymale Trustee, as authorized to act by Wachovia and Plymale, the Beneficiaries, as shown by their execution hereof, do hereby subdivide the Property into lots and parcels to be known as Lots 154 through 174, inclusive, Lots 194 through 207, inclusive, Parcels G through L, inclusive, the Roads (as hereinafter defined), and the Residue (as hereinafter defined), Eagle Pointe Shores, Phase 3, all in accordance with the Plat, with the remainder of the Property (the "Residue") reserved to EPS for use in future phases the subdivision. NOTE: Lots 175 though 193, inclusive, Eagle Pointe Shores, Phase 3, are not created hereby and do not exist.

ROADS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby dedicate to private street purposes and convey to the Association, in fee simple, the land labeled on the Plat as "TALON RIDGE COURT," "JONS COURT," "GREENBERRY DRIVE," "SIAHS GLENN," "DYLAN COURT," "GARRISON RIDGE," "EAGLE POINTE SHORES DRIVE," AND "ROBIN RIDGE COURT" (collectively, the "Roads") in the location as bounded and described on the Plat, subject to the following terms and conditions:

1. All Roads and all improvements thereon shall be and remain the property of the Association, its successors and assigns, who shall properly maintain the Roads and improvements thereon, in accordance with standards required by and imposed by governmental authorities and/or the Association.
2. All Lot owners, their agents and invitees, all governmental emergency and police personnel and vehicles, and all governmental authorities shall have an ingress and egress easement over and across the Roads, shall have full use of the Roads and improvements for

Order: YBWCZDTG8

Address: 755 Garrison Rdg Lot 87

Order Date: 08-21-2023

Document not for resale

HomeWiseDocs

Deed of Subdivision
Eagle Pointe Shores, Phase 3
Page 3

private street purposes, and shall have all rights and privileges reasonably necessary to the exercise of the ingress and egress easement.

3. The rights of the Lot owners, emergency, police, governmental authorities, and Plymales to use the Roads and the easement for ingress and egress stated in paragraphs 1 and 2 above are not personal covenants but are covenants running with the land, which are and shall be binding upon the Association, its successors and assigns, as owner of the Roads.

SUBDIVISION EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners and the Association do hereby create and establish for the benefit of the Association and the Lot owners, their successors and assigns, easements for public and private utilities, slope maintenance and storm water drainages for the purpose of constructing, operating, maintaining, adding to or altering present or future public utilities, private utilities, slope maintenance and storm water drainage facilities, sewers and appurtenances for the installation of public and private utilities and their apparatus, maintenance of slopes, and collection of sanitary sewage and storm drainage and its transmission through and across the Lots, the Parcels and the Roads in the locations as bounded and described on the Plat, including, without limitation, the areas described on the Plat as "20' PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE EASEMENT," "20' PUBLIC AND PRIVATE UTILITY EASE.," "VARIABLE PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE EASEMENT," "PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE

Order: YBWCZDTG8

Address: 755 Garrison Rdg Lot 87

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HomeWiseDocs

Deed of Subdivision
Eagle Pointe Shores, Phase 3
Page 4

EASEMENT," "15' PERMANENT DRAINAGE EASEMENT," and "15' PERMANENT DRAINAGE EASEMENT TO DRAIN TO NATURAL WATERCOURSE," subject to the following conditions:

4. All storm drainage, storm water management and appurtenant facilities which are installed in the easements and rights of way shall be and remain the property of the Association, its successors and assigns.

5. All public utility lines, apparatus and appurtenant facilities which are installed in the easements and rights of ways shall be and remain the property of the public utility installing the same, its successors and assigns.

6. All private utilities lines, apparatus and appurtenant facilities which are installed in the easements and rights of ways shall be and remain the property of the Lot owner installing the same.

7. The Association, Lot owners, and public utility companies, their agents and/or assigns shall have full and free use of the easements and rights of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way, including the right of access to and from the rights of way and the right to use adjoining the Lots, Parcels, Roads and/or Residue where necessary; provided, however, that this right to use adjoining lands shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the Association, public utility company or Lot owner to erect any building, structure or facility of a permanent nature on such adjoining lands.

8. The Association, Lot owners and public utility companies, their agents and/or assigns shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other

obstructions or facilities in or reasonably near the easements being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of utility, sewer and drainage facilities; provided, however, that the Association, Lot owner or public utility, as the case may be, at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

9. EPS and its successors in interest shall have the right to make any use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the Association, Lot owners or public utilities for the purposes named; provided, however, that no use shall be made of the easements which shall interfere with the natural drainage; and provided further that the EPS shall not erect any building or other structure on the easements or within the area of the easements, without obtaining the prior written approval of the Association.

COMMON DRIVEWAY EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, EPS does hereby reserve Common Driveway Easements, as hereinafter defined, to EPS and its successors in interest, for the designated Lots in the locations and as bounded and described on the Plat as "20' JOINT USE DRIVEWAY EASEMENT FOR LOTS 158 AND 159" and "20' JOINT USE DRIVEWAY EASEMENT FOR LOTS 159 AND 160" (the "Common Driveway Easements"). The Common Driveway Easements are for the purpose of constructing, operating, maintaining, adding to or

Order: YBWCZDTG8

Address: 755 Garrison Rdg Lot 87

Order Date: 08-27-2023

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Eagle Pointe Shores, Phase 3

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altering present or future driveways and appurtenant facilities for the purpose of providing ingress and egress to the Lots served thereby, subject to the following conditions:

10. Maintenance of the Common Driveways shall be as provided in the Declaration (as hereinafter defined).
11. All Lots served by or subject to Common Driveway Easements are designated as Common Driveway Lots as defined in the Declaration.
12. All Common Driveways (as defined in the Declaration) shall be properly permitted, and shall be constructed, operated and maintained in accordance with the Declaration, all applicable governmental regulations and prudent management practices in a manner which will minimize the impact in the environment.
13. Each Common Driveway Lot Owner shall have full and free use of the Common Driveway and Common Driveway Easement for ingress and egress purposes, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way, including the right of access to and from the Roads and the right to use adjoining Lots, Parcels, Roads and Residue where necessary; provided, however, that this right to use adjoining lands shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow any Common Driveway Lot Owner to erect any building, structure or facility of a permanent nature on such adjoining lands.
14. The Common Driveway Lot Owners and the Association shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Common Driveway Easement, deemed by the Common Driveway Lot Owner or Association to interfere with the proper construction, operation and maintenance of the Common Driveway and its appurtenances; provided, however, that the Association and/or the

Common Driveway Lot Owners at their own expense shall restore, as nearly as possible, the premises, including streets, roads and trails, to their original condition, such restoration to include the backfilling of trenches, the repaving of streets and roads, the resurfacing of trails, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

DRAINFIELD EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, EPS does hereby reserve a Drainfield Easement, as hereinafter defined, to EPS and its successors in interest, for the designated Lots in the locations and as bounded and described on the Plat as "D. F. EASEMENT FOR LOT X" where LOT X represents LOT 154, LOT 155, LOT 156, LOT 157, LOT 158, LOT 159, LOT 160, LOT 161, LOT 162, LOT 194, LOT 195, LOT 201, LOT 202 and LOT 203, as the case may be, and also in the locations bounded and described on the Plat as "20' PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE EASEMENT" and "15' WIDE PRIVATE UTILITY EASEMENT" leading from the private utility easement to the drainfield for each Lot (the "Drainfield Lot Easement"). The Drainfield Lot Easement is for the purpose of constructing, operating, maintaining, adding to or altering present or future septic systems and septic system lines, plus necessary inlet structures, and appurtenant facilities for the collection and processing of sanitary sewage and its transmission through and across the Lots, Roads and Parcels and the release of septic system effluent in the location as more particularly bounded and described on the Plat, and through and across the Roads generally, subject to the following conditions:

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15. All septic systems, lines, sewers, inlet structures and appurtenant facilities shall be installed, operated and maintained at the sole cost and expense of the owner of the Lot served by the Drainfield Lot Easement (the "Drainfield Lot Owner"), shall be properly permitted, and shall be constructed, operated and maintained in accordance with all applicable governmental regulations and prudent management practices in a manner which will minimize the impact in the environment.
16. All septic systems, lines, sewers, inlet structures and appurtenant facilities which are installed in the easement and right of way shall be and remain the property of the Drainfield Lot Owner.
17. The Drainfield Lot Owner shall have full and free use of the easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way, including the right of access to and from the right of way and the right to use adjoining Lots, Parcels, Roads and Residue where necessary; provided, however, that this right to use adjoining lands shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the Drainfield Lot Owner to erect any building, structure or facility of a permanent nature on such adjoining lands.
18. The Drainfield Lot Owner shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Drainfield Lot Easement, deemed by the Drainfield Lot Owner to interfere with the proper construction, operation and maintenance of the septic system and its appurtenances; provided, however, that the Drainfield Lot Owner at its own expense shall restore, as nearly as possible, the premises, including streets, roads and trails, to their original condition, such restoration to

include the backfilling of trenches, the repaving of streets and roads, the resurfacing of trails, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

19. EPS reserves the right to construct and maintain streets, roadways and trails over the Drainfield Lot Easements and to make any use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the Drainfield Lot Owner for the purposes named.

PRIVATE WATERFRONT EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby reserve unto all Lots with a common boundary with Parcel L (the "Waterfront Lots") an exclusive right to use easement (the "Waterfront Easement") over that portion of Parcel L which is bounded by extending in a straight line the property lines of the Waterfront Lots which are perpendicular (or nearly perpendicular) to the shoreline of Leesville Lake, the property line of the Lot, and the edge of the water of Leesville Lake, subject to the following conditions:

20. Each Waterfront Lot Owner shall maintain the area within the Waterfront Easement, at the sole cost and expense of the Waterfront Lot Owner, in accordance with all applicable governmental regulations and prudent management practices in a manner which will minimize the impact in the environment.

21. No boat ramp shall be erected within the Waterfront Easement.

22. The Waterfront Lot Owner shall have full, free and exclusive use of the Waterfront Lot Easement for recreational purposes, and shall have all rights and privileges

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reasonably necessary to the exercise of the Waterfront Lot Easement, including the right of access to and from Leesville Lake.

23. The Waterfront Lot Owner shall have the right, at the Waterfront Lot Owner's own expense, to install a boat dock and/or walkway, to trim, cut and remove trees, shrubbery, or other obstructions in the Waterfront Lot Easement, provided, however, that the Waterfront Lot Owner shall comply with the covenants, conditions and restrictions of the Association, and all governmental regulations, including, without limitation, any shoreline management plans or regulations established by the Federal Energy Regulatory Commission and/or its licensees.

CONVEYANCE OF COMMON AREA

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby grant and convey unto the Association, in fee simple, "PARCEL G," "PARCEL H," "PARCEL I," "PARCEL J," "PARCEL K" and "PARCEL L" as more particularly described shown on the Plat (collectively, the "Common Area"), subject to Note 8 on the Plat and the easements created herein, and for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features now existing on and across the Common Area, as more particularly bounded and described on the Plat, subject to the following terms and conditions:

24. EPS, its successors and assigns shall have the right to construct recreational facilities (the "Recreational Facilities") on the Common Area in accordance with overall development plans of EPS for Eagle Pointe Shores, Phases 1-3, The Cliffs at Eagle Pointe Shores and Eagle's View subdivisions (the "Eagle Pointe Shores Subdivisions"), and plans permitted and approved by applicable governmental authorities.

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25. All existing vegetation in the Common Area areas shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement areas be denuded, defaced or otherwise disturbed except as required for the use of the easement created herein or to install, operate and maintain the Recreational Facilities.

26. In the event of any violation of these conservation easements, the Owner or Lot owner causing such violation shall be solely responsible for the restoration of the Common Area to its condition as of time immediately prior to the violation. Further, the Association and its agents shall have the right, but not the obligation, to restore the Common Area to the extent the Association may deem necessary. The cost of such restoration shall be reimbursed to the Association by the violating Owner or Lot owner, their successors and assigns, upon demand.

27. The Owners and Association agree that the agreements and covenants stated in paragraphs 20 through 26, inclusive, are not covenants personal to the Owner and Association but are covenants running with the land, which are and shall be binding upon the Owner and the Association, their successors and assigns.

BUILDING SETBACK LINES

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby subject all of the Lots and Parcels to building setback lines in the locations as shown and designated on the Plat as "BSL" with a distance indicated (the "BSL") and in accordance with Note 12 on the Plat. No building or structure shall be erected by any Lot Owner or the Association within the BSL areas. Driveways shall not be considered structures for purposes of the BSL restriction created hereby.

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners, with the express concurrence of the Association, declare the Lots, Parcels and Roads to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, charges and liens set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), attached to the Deed of Subdivision recorded as Instrument Number 060008585 as Exhibit A and made a part hereof by this reference, which are for the purpose of protecting the value and desirability of, and shall run with the Eagle Pointe Shores Lots, Parcels and Roads and shall be binding on all parties having any right, title or interest in the Eagle Pointe Shores Subdivision or any part thereof, their respective successors and assigns, and shall inure to the benefit of each owner thereof. The Association accepts the responsibilities and obligations imposed in this Deed of Subdivision and the Declaration.

EXPANSION OF EAGLE POINTE SHORES SUBDIVISION

Notwithstanding any other provision of this Deed of Subdivision or of the Declaration, the Owners reserve unto themselves the right to further subdivide the Residue, together with additional parcels of land adjacent to any part of Eagle Pointe Shores subdivision, into additional lots, parcels, roads and residue, and to add such lots, parcels, roads and residue to the Eagle Pointe Shores Subdivision and subject the same to the covenants, conditions, restrictions, easements and rights of way contained in this Deed of Subdivision and the Declaration; and to grant unto the owners of such lots, parcels, roads and residue the same rights of way, easements, and privileges as are conferred upon the Lot owners by this Deed of Subdivision and the

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Declaration. Future sections of Eagle Pointe Shores Subdivision are tentatively called "The Cliffs at Eagle Pointe" and "Eagle's View."

TRUSTEES RELEASE AND SUBORDINATION

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Wachovia Trustee and the Plymale Trustee, as authorized to act by Wachovia and Plymale, respectively, as shown by their execution hereof, do hereby release and discharge from the liens of the Wachovia Deed of Trust and the Plymale Deed of Trust (collectively, the "Deeds of Trust") the Roads, and Parcels G, H, I, J, K and L, Eagle Pointe Shores, Phase 3, as the same are shown on the Plat, and do hereby subordinate the liens of the Deeds of Trust to the easements and the covenants, conditions and restrictions created herein and in the Declaration.

The Association, its successors and assigns, shall have and hold the Roads and Parcels G, H, I, J, K and L, Eagle Pointe Shores, Phase 3, fully released and discharged from the liens and operation of the Deeds of Trust.

It is expressly understood that the release of the Roads and Parcels G, H, I, J, K and L, Eagle Pointe Shores, Phase 3, from the liens of the Deeds of Trust, and the subordination of the liens of the Deeds of Trust to the easements granted herein and to the covenants, conditions and restrictions created herein shall not release in any way the lien of the Wachovia Deed of Trust and/or the Plymale Deed of Trust upon the Lots and Residue which are specifically and expressly not released hereby; and the Wachovia Deed of Trust and the Plymale Deed of Trust shall remain in full force and effect as to the Lots and the Residue, subject to said subordination.

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MISCELLANEOUS

This Deed of Subdivision is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Pittsylvania County, Virginia, as shown by the signatures affixed to the Plat, and is with the free consent and in accordance with the desire of the Owners, who are the owners and proprietors of the land within the bounds of the subdivision, and the Trustees.

All references to "Deed Books", "D.B.", "Map Books", "M.B.", "Pages," "P" and "Instrument Number" herein are references to the Deed Books, Map Books, Pages and Instrument Numbers in the land records of the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia. The word "including" does not denote exclusive, and where exclusion is intended the word "comprising" is used. The word "or" shall be construed to mean "and/or" unless such a construction is clearly inconsistent with the context.

Except as expressly stated herein, all covenants, conditions, restrictions, easements, and rights of way shall run with the land.

This Deed of Subdivision may be executed and acknowledged in any number of counterparts, with the signature and notary pages being assembled to make and constitute one document.

[Signature Pages Follow Next]

IN WITNESS WHEREOF, this Deed of Subdivision has been executed by Eagle Pointe Shores, LLC, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR, OWNER and GRANTEE:

EAGLE POINTE SHORES, LLC
a Virginia limited liability company

By: [Signature]
Kyle H. Goldsmith, Manager

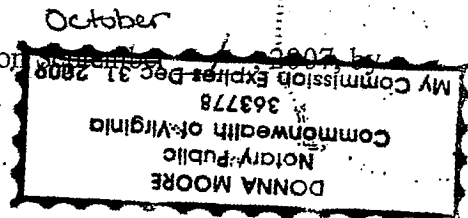
By: [Signature]
Edward N. Plymale, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October, 2007, by Kyle H. Goldsmith, Manager of Eagle Pointe Shores, LLC.

My commission expires: 12/31/09

[Signature]
Notary Public

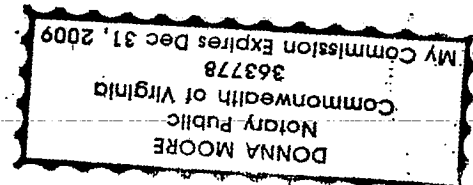


COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on September 1, 2007, by Edward N. Plymale, Manager of Eagle Pointe Shores, LLC.

My commission expires: 12/31/09

[Signature]
Notary Public



IN WITNESS WHEREOF, this Deed of Subdivision has been executed by Wachovia, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and BENEFICIARY:

WACHOVIA BANK, NATIONAL ASSOCIATION

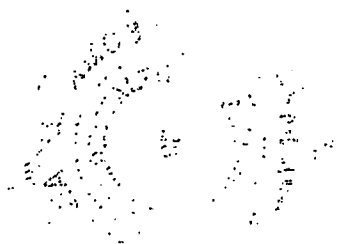
By: *Richard B. Carriker*
(name) RICHARD B. CARRIKER
(title) VICE PRESIDENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

The foregoing instrument was acknowledged before me on October 2nd, 2007, by (name) Richard B. Carriker, (title) Vice President on behalf of Wachovia Bank, National Association.

My commission expires: 1-31-2008

Alicia M. Amos #342218
Notary Public



IN WITNESS WHEREOF, this Deed of Subdivision has been executed by the Wachovia Trustee, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and TRUSTEES:

TRSTE, Inc.
Trustee of the Wachovia Deed of Trust

By: [Signature]
(name) Harvey L. Matherley
(title) Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

The foregoing instrument was acknowledged before me on October 2nd, 2007, by (name) Harvey L. Matherley, (title) Vice President on behalf of TRSTE, Inc.

My commission expires: 1/31/2008

Alicia M. Omos # 342218
Notary Public



IN WITNESS WHEREOF, this Deed of Subdivision has been executed by Edward N. Plymale, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and BENEFICIARY:

Edward N. Plymale
Edward N. Plymale

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October September / , 2007, by Edward N. Plymale.

My commission expires: 12/31/09

Donna Moore
Notary Public

DONNA MOORE
Notary Public
Commonwealth of Virginia
363778
My Commission Expires Dec 31, 2009

IN WITNESS WHEREOF, this Deed of Subdivision has been executed by the Plymale Trustee, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and TRUSTEE:

R. V. Crouch
Rachel V. Crouch., Trustee of the Plymale Deed of Trust

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me on ~~September~~ ^{October} 4, 2007, by Rachel V. Crouch, Trustee of the Plymale Deed of Trust.

My commission expires: 12/31/2011

P. Wheatley
Notary Public



IN WITNESS WHEREOF, this Deed of Subdivision has been executed by Eagle Pointe Shores Homeowners Association, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and GRANTEE:

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION
a Virginia nonstock corporation

By: Edward N. Plymale
Edward N. Plymale, Chairman of Board of Directors and President

By: Kyle H. Goldsmith
Kyle H. Goldsmith, Member of Board of Directors

Attest:

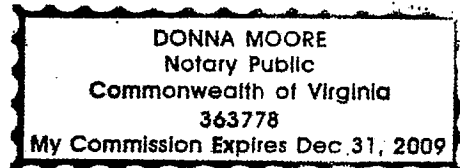
Donna Moore
Donna Moore, Secretary



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October 1, 2007, by Edward N. Plymale, Chairman of the Board of Directors and President on behalf of Eagle Pointe Shores Homeowners Association.

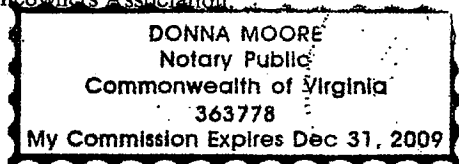
My commission expires: 12/31/09
Donna Moore
Notary Public



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October 1, 2007, by Kyle H. Goldsmith, Member of the Board of Directors on behalf of Eagle Pointe Shores Homeowners Association.

My commission expires: 12/31/09
Donna Moore
Notary Public



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October 24, 2007, by Donna Moore, Secretary of Eagle Pointe Shores Homeowners Association.

My commission expires: August 31 2011
Garolee H. Strobel B329696

PG0100 OCT25E

INSTRUMENT #070008325
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
OCTOBER 25, 2007 AT 11:51AM
H. F. HAYMORE, CLERK

RECORDED BY: GBA

Order: YBWCZDTG8
Address: 755 Garrison Rdg Lot 87
Order Date: 08-21-2023
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PG0043 MAY 22 2014
14-02365

COMPLETE ASSIGNMENT OF DECLARANT RIGHTS

This **COMPLETE ASSIGNMENT OF DECLARANT RIGHTS** (this "Assignment"), is made May 16, 2014 by **EAGLES PLACE LLC**, a Virginia limited liability company ("Assignor") and **EAGLE POINT SHORES, LLC**, a North Carolina limited liability company ("Assignee").

RECITALS:

A. Assignor is a "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores Subdivision, Phase 3 found in Instrument #07-08325 and for Eagle Pointe Shores, Phase 2 as found in Instrument #07-06681 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia (the "Declaration").

B. Assignor became the Declarant pursuant to a Deed of Foreclosure dated August 13, 2010, from Samuel I. White, P.C., a Professional Corporation, Substitute Trustee, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, as instrument #10-05010.

C. Pursuant to Section 1.1(P) of the Declaration, Declarant may assign any or all of its rights by assignment recorded in the land records. The Declaration further provides: "Such an assignment shall only operate as to the land which is owned by such successor or assign. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarant shall be several and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant."

D. By Deed of even date herewith, intended to be recorded in the land records immediately prior hereto, Assignor conveyed to Assignee the fifty-nine (59) parcels of property described in Exhibit A hereto.

NOW THEREFORE, in consideration of the foregoing, Assignor hereby assigns to Assignee all Assignor's remaining rights as Declarant for Eagle Pointe Shores Subdivision, Phase 2 and Phase 3. Assignee accepts the foregoing assignment and hereby assumes all Assignor's obligations as Declarant with respect to Phase 2 and Phase 3. Assignor has no remaining rights and obligations as Declarant in the remaining property in Eagle Pointe Shores owned by Assignor.

[Signatures appear on following page.]

PG0044 MAY 22 #

Witness the signatures of the parties hereto.

ASSIGNOR:

EAGLES PLACE LLC

By: _____
Norris E. Mitchell, Manager

ASSIGNEE:

EAGLE POINT SHORES, LLC

CAPITAL CREEK INVESTMENTS, LP,
Member

By: SOUTHEAST FORESTLANDS, LLC,
GENERAL PARTNER

By: LB
Larry M. Bragg, Manager.

PG 0045 MAY 22 #

Witness the signatures of the parties hereto.

ASSIGNOR:

EAGLES PLACE LLC

By: Norris E. Mitchell
Norris E. Mitchell, Manager

ASSIGNEE:

EAGLE POINT SHORES, LLC

CAPITAL CREEK INVESTMENTS, LP,
Member

By: SOUTHEAST FORESTLANDS, LLC,
GENERAL PARTNER

By: _____
Larry M. Bragg, Manager

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Address: 755 Garrison Rdg Lot 87...
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PG0046 MAY 22 3

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF)

I, _____, a Notary Public in and for said County and Commonwealth, do hereby certify before me personally came NORRIS E. MITCHELL, Manager of EAGLES PLACE LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

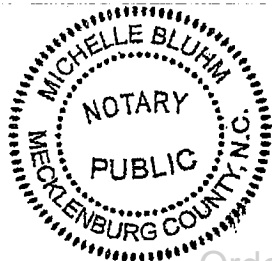
Witness my hand and seal, this the ____ day of May, 2014.

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, MICHELLE BLUHM, a Notary Public in and for said County and State, do hereby certify before me personally came LARRY M BRAGG, Manager of SOUTHEAST FORESTLANDS, LLC, a North Carolina Limited Liability Company, General Partner of CAPITAL CREEK INVESTMENTS, LP, a Member of Eagle Point Shores, LLC, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 19th day of May, 2014.



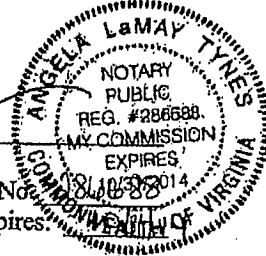
Michelle Bluhm
NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: October 2, 2016

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF)

I, Angela Tynes, a Notary Public in and for said County and Commonwealth, do hereby certify before me personally came NORRIS E. MITCHELL, Manager of EAGLES PLACE LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 16 day of May, 2014.

am
NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____



STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, MICHELLE BLUHM, a Notary Public in and for said County and State, do hereby certify before me personally came LARRY M BRAGG, Manager of SOUTHEAST FORESTLANDS, LLC, a North Carolina Limited Liability Company, General Partner of CAPITAL CREEK INVESTMENTS, LP, a Member of Eagle Point Shores, LLC, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the _____ day of May, 2014.

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____

PG 0048 MAY 22 2014

EXHIBIT A

The land referred to in this Assignment is situated in the County of Pittsylvania, State of Virginia, as is described as follows:

Lot Nos. 83, 84, 85, 86, 87, 88, 98, 99, 100, 101, 110, 111, 112, 115, 116, 117, 119, 122, 124, 127, 128, Eagle Pointe Shores Subdivision, Phase 2, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #070006681, with attached plats made by Acres of Virginia, Inc., dated August 11, 2006, revised November 24, 2006, recorded in Map Book 44, at Pages 52A through pages 52F, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Lot Nos. 106, 107, 108, 109, Eagle Pointe Shores Subdivision, Phase 2, recorded as Instrument #070006681, and as shown on Re-Subdivision Plat Showing Lots 106, 107, 108 & 109, Phase II, dated November 18, 2013, made by Acres of Virginia, Inc., recorded in Map Book 44, at page 170 H, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Lot Nos. 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 170, 171, 172, 173, 174, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206 and 207, Eagle Point Shores Subdivision, Phase 3, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #070008325, with attached plats made by Acres of Virginia, Inc., dated August 27, 2007, revised September 6, 2007, recorded in Map Book 44, at pages 58B through 58E, in the Clerk's Office of Pittsylvania County, Virginia.

Assignor also conveyed to Assignee non-exclusive perpetual rights-of-way in all subdivision roads as they now currently exist as well as any future rights-of-way developed by the Assignor.

INSTRUMENT #140002365
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
MAY 22, 2014 AT 11:34AM

H. F. HAYMORE, CLERK
RECORDED BY: KKJ

Order: YBWCZDTG
Address: 755 Garrison Rdg Lot 87
Order Date: 08-21-2023
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PG0060 JUN-5 14-02615

This document was prepared by G. Redmond Dill, Jr., Attorney-at-Law, P.O. Box 332, Valdese, N.C. 28690 Bar #5579

TITLE NOT EXAMINED BY DRAFTSMAN. TITLE INSURANCE PROVIDED BY: All-Virginia Title & Escrow, Inc/Fidelity

Tax PIN No.: 1594-67-8203; 1594-76-7989; 1594-76-8474; 1594-85-0699; 1594-84-2983

CONSIDERATION: \$100.00 ASSESSED VALUE: \$0.00

ADDRESS FOR TAX BILL: Post Office 3818 Mooresville, North Carolina 28117

RETURN TO: G. REDMOND DILL, JR., Attorney, P.O. Box 332, Valdese, N.C. 28690

THIS DEED OF BARGAIN AND SALE, made this 4th day of June, 2014, by and between EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, party of the first part, and EAGLE POINT SHORES, LLC, a North Carolina limited liability company, Grantee, party of the second part.

WITNESSETH

THAT for and in consideration of the sum of TEN (\$10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with General Warranty and English Covenants of Title, unto Grantee, all of that certain lot or parcel of land together with improvements thereon and appurtenances thereunto belonging, situate in Pittsylvania County, State of Virginia, and more particularly described as follows:

TRACT I: Tract F, Eagle Pointe Shores Subdivision, Phase 2, as the same appears duly dedicated and platted by Deed of Subdivision recorded as instrument #07-06681, with attached plats recorded in Map Book 44, Pages 32A through pages 32F, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Given Mailed to All Virginia Title

Order: YBWCZDTG8 Address: 755 Garrison Rdg Lot 87

PG0061 JUN-5

TRACT II:

Tracts G, I, J and K, Eagle Pointe Shores Subdivision, Phase 3, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #07-08325, with attached plats recorded in Map Book 44, Pages 58B through pages 58E, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

This conveyance is executed pursuant to Article 14, Section 14.5, of the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores recorded as Instrument #060008585 stating at least fifty-one percent of the members entitled to cast at least sixty-seven percent of the total number of votes of each class authorize the conveyance of the above described property. For further reference, see the Complete Assignment of Declarant Rights as recorded in Instrument #140002365 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

The Grantor also conveys unto the Grantee herein non-exclusive perpetual rights-of-way in all subdivision roads as they now currently exist as well as any future rights-of-way developed by the Grantor herein.

PG0062 JUN-5

TO HAVE AND TO HOLD the above described property unto the said party of the second part in fee simple absolute.

WITNESS the following signature and seal.

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

By: LB
LARRY M. BRAGG, President
Board of Directors
Eagle Pointe Shores Homeowners Association

STATE OF NORTH CAROLINA

COUNTY OF BURKE

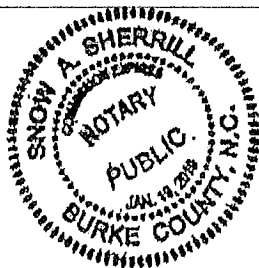
I, SNOW A. SHERRILL, a Notary Public in and for said County and State, do hereby certify before me personally came Larry M. Bragg, President for the Board of Directors of Eagle Pointe Shores Homeowners Association personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as President on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 4th day of June, 2014.

Snow A Sherrill N.P. (SEAL)
SNOW, A. SHERRILL, Notary Public

(Notary Seal)

Commission Expiration: 1-19-19



PG0063 JUN-5

Resolution Authorizing the Execution of Conveyance of F, G, I, J and K from Eagle Pointe Shores H.O.A. to Eagle Point Shores, LLC by President of Board of Directors

This Resolution dated the 2nd day of June, 2014 upon Motion of Charles Payne, Secretary of Eagle Pointe Shores H.O.A. that Larry Bragg, as President for the Board of Directors of Eagle Point Shores H.O.A. be authorized to execute a conveyance Common Areas designated as Parcels F, G, I, J and K on behalf of the Association to Eagle Point Shores, LLC.

Motion was voted and passed.

This the 2nd day of June, 2014.

**EAGLE POINTE SHORES HOMEOWNER'S ASSOCIATION
BOARD OF DIRECTORS**

By: [Signature]
Larry Bragg, President

By: [Signature]
Mark Dalton, Vice President

By: [Signature]
Charles Payne, Secretary

By: [Signature]
Michelle Bluhm, Treasurer

INSTRUMENT #140002615
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
JUNE 5, 2014 AT 11:13AM

H. F. HAYMORE, CLERK
RECORDED BY: KKJ

DAVIES & DAVIES

A Professional Corporation

ATTORNEYS AT LAW
ALLIED ARTS BUILDING, 11TH FLOOR
725 CHURCH STREET

LYNCHBURG, VIRGINIA 24504

JONATHAN E. DAVIES

PETER HOLSTEAD DAVIES

ARTHUR B. DAVIES, III (1924-2011) FAX (434) 847-7822

TELEPHONE (434) 528-5500

MAILING ADDRESS:

POST OFFICE BOX 1360

LYNCHBURG, VIRGINIA 24505

August 14, 2014

RECEIVED AUG 15 2014

Ms. Holly Snead
Brownstone Properties, Inc.
3720 Old Forest Road
Lynchburg, VA 24501

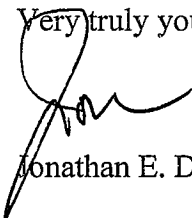
Re: Eagle Pointe Shores Homeowners Association

Dear Holly:

Enclosed you will find the form to change registered agent of the above corporation to our firm. Please have the form signed on line 7 (A) by an officer of the corporation. The accompanying instructions provide information about the officers who are authorized to sign this form.

If you will return the completed form to our office, we will then send it to the State Corporation Commission.

Very truly yours,



Jonathan E. Davies

JED/jld
Enc.

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Address: 755 Garrison Rdg Lot 87
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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

SCC635/834
(07/10)

STATEMENT OF CHANGE OF REGISTERED OFFICE
AND/OR REGISTERED AGENT

1. Corporation's Name: Corporation's SCC ID No.: **0652197 - 5**

Eagle Pointe Shores Homeowners Association

2. Current registered agent's name and registered office address on record with the Commission:

NORRIS E MITCHELL

1458 INGLESIDE AVE

MCLEAN, VA 22101

Fully complete items 3, 4 and 5, even if some information remains unchanged.

3. After this statement is filed with the Commission, the name of the corporation's registered agent and address of its registered office in **VIRGINIA**, including the street and number, if any, will be:

Davies Law Offices, a professional corporation

725 Church Street, 11th Floor

P. O. Box 1360

Lynchburg, VA 24505

4. The registered agent named in item 3 is (mark appropriate box):

(A) an individual who is a **resident of Virginia** and

an officer of the corporation: _____ (title).

a director of the corporation.

a member of the Virginia State Bar.

OR

(B) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

5. Locality of **VIRGINIA** registered office:

(A) Current registered office locality: **FAIRFAX COUNTY**

(B) Registered office locality after this statement is filed: county or city of Lynchburg

6. After the foregoing change or changes are made, the corporation will be in compliance with the requirements of § 13.1-634 or § 13.1-833 of the Code of Virginia, as the case may be.

7. (A) Signed on behalf of the corporation by: (See *Instructions for acceptable titles.*)

X

(signature)

(printed name and title)

(date)

OR

(B) (May be used in lieu of (A) only for the circumstances set forth in the Instructions.)

The undersigned registered agent declares that a copy of this statement has been or will be mailed to the corporation's principal office address on or before the business day following the day on which the statement is filed with the Commission.

(date)

(signature of registered agent)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS TG8

Address: 755 Garrison Rdg Lot 87

Order Date: 08-21-2023

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0652197 - 5
CIS0420

MAIL THE ENCLOSED FORM TO:

**JONATHAN DAVIES
POB 1360
LYNCHBURG, VA 24505**

INSTRUCTIONS TO FORM SCC635/834

To change its registered agent and/or registered office address, a Virginia or foreign corporation must submit for filing a statement of change using this form, which has been prescribed and furnished by the Commission. No fee is required for filing this statement.

This statement can be completed and filed electronically through SCC eFile at <https://sccefile.scc.virginia.gov/>.

The statement must be in the English language, typewritten or printed in black, and legible and reproducible.

Item 3. The corporation may not serve as its own registered agent.

The registered office address, which must be identical to the address of the registered agent's business office, **must** be located in **VIRGINIA** and include a street name and number, if one is associated with the location. A rural route and box number may only be used if no street address is associated with the location of the registered office. A post office box is only acceptable for towns/cities that have a population of 2,000 or less when no street address or rural route and box number is associated with the location of the registered office.

Item 4. Check one of the boxes to indicate the qualification of the registered agent. The registered agent **must** meet one of the qualifications listed.

Item 5. State the name of the county or independent city in which the registered office is physically located. Counties and independent cities in Virginia are separate local jurisdictions.

Item 7. (A) The statement must be signed in the name of the corporation by the chairman or any vice-chairman of the board of directors, the president or other officer authorized to act on behalf of the corporation. (**Note:** The title "director" is not acceptable.)

(B) If the business address of the registered agent has changed to another post office address in Virginia, the registered agent's names has been legally changed, or the registered agent is an entity that has been merged into another entity that is qualified to serve as the corporation's registered agent, the statement may be signed on behalf of the corporation by the registered agent or surviving entity, as the case may be.

Important: A person signing on behalf of a business entity that is the registered agent of the corporation must set forth the business entity's name, his or her printed name, and the capacity in which he or she is signing on behalf of the business entity. See §§ 13.1-604 and 13.1-804 of the Code of Virginia.

It is a Class 1 misdemeanor for any person to sign a document he or she knows is false in any material respect with intent that the document be delivered to the Commission for filing. See §§ 13.1-612 and 13.1-811 of the Code of Virginia.

Submit the original, signed statement to the Clerk of the State Corporation Commission, P.O. Box 1197, Richmond, VA 23218-1197, (Street address: 1300 East Main Street, Tyler Building, 1st Floor, Richmond, VA 23219). If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

DO NOT RETURN THIS INSTRUCTION PAGE FOR FILING

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EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 2017 - 1

ASSESSMENT COLLECTION POLICY

WHEREAS, Section 55-513A of the *Virginia Property Owners' Association Act*, Va. Code § 55-508, *et seq.* ("Act") and Section 4.1(D) of the Bylaws grants the Board of Eagle Pointe Shores Homeowners Association ("Association") the power to establish rules and regulations for the use of the property and with respect to such other areas of responsibility assigned to the Association by the Declaration; and,

WHEREAS, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, Bylaws and Rules and Regulations of the Association, as amended; and,

WHEREAS, Article 4, Section 4.1(M) of the Bylaws and Article 6, of the Declaration of Covenants, Conditions, and Restrictions ("Declaration"), empower the Board of Directors of the Association to fix, levy and establish the methods of collecting assessments; and,

WHEREAS, Article 6, Section 6.4(A) of the Declaration creates an assessment obligation for all lot owners; and,

WHEREAS, Article 6, Section 6.5 of the Declaration provides that any assessment or installment not paid within ten (10) days after the due date shall be delinquent, and that in the event of a delinquency, the Association may: 1) charge a late fee as established from time to time by the Board; and 2) the Board of Directors, or the managing agent at the request of the Board of Directors, shall take prompt action to collect any Assessments due from any Owner which remains unpaid for more than thirty days after the due date for payment therefore; and Article 12 provides further authority for the enforcement of Owners' obligations; and

WHEREAS, it is the intent of the Board of Directors to create this first Assessment Collection Policy resolution to be published to the membership, for the benefit and protection of the Association's lot owners and residents, by establishing procedures for the collection of assessments which ensure consistency of enforcement; and

WHEREAS, a Summary of the following Policy Resolution is attached herewith as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors adopts the following policy to become effective _____, 2017.

I. ROUTINE COLLECTIONS

A. Due Date and Default: All annual assessments will be collected on an annual basis and the annual installment shall be billed in January of each year. The assessment shall be due and

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Allina 355 Carissa Pdy Lot 87

Filed in Fairfax County 2/23

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payable on or before March 31st of the year of billing unless resolved otherwise by the Board of Directors. If a lot owner is in default in payment of any annual assessment for more than ten (10) days following the due date, the assessment shall be considered delinquent, late fees and interest shall be incurred and the right to vote shall be suspended until the account is brought current.

B. **Special Assessments:** All special assessments, whether in lump sum or installments, shall be paid according to the schedule set forth in the Board's decision imposing such special assessment.

C. **Notice:** All documents, correspondence, and notices relating to assessments or charges shall be mailed or delivered to owners' addresses as they appear on the books of the Association or to such other address as may be designated in writing by an owner.

D. **Effect of Non-Receipt:** Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

E. **Collection of Charges:** Charges assessed pursuant to the Association's Declaration, Bylaws and resolutions or for rules violations shall be collected as an assessment or in such manner as shall be determined by the Board of Directors.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENTS

A. **Late Fees and Interest:** If payment of the total assessments or charges due, including special assessments, charges for violations of the Association's governing documents or rules and regulations and returned check charges are not received by the managing agent by the fifteenth (15th) day after the due date, the account shall be deemed late and interest of twelve percent (12%) per annum shall be added to the account from the date of delinquency and shall be a part of the continuing lien for assessments as provided for in the Declaration and the Property Owners' Association Act, until all sums due and owing shall have been paid in full. In addition to interest, a one-time late fee in the amount of One Hundred Dollars (\$100.00) shall be assessed per late payment, and shall be a part of the continuing lien for assessments.

B. **Returned Checks:** If a check is returned and an assessment or charge due and owing is not otherwise received in the applicable time period, as provided in Paragraph II.A, above, the account shall be deemed late and interest shall be added in addition to a Thirty-Five Dollar (\$35.00) returned check charge or such other amount as the Board shall determine, if applicable.

C. **Late Notice:** A "Late Notice" shall be sent by the managing agent to lot owners who have not paid assessments or charges, in full, by the thirtieth (30th) day after the due date. The notice shall advise the owners that their right to use recreational facilities or other services and facilities of the Association may be suspended if their account remains delinquent for more than sixty (60) days and shall offer them the opportunity to have a hearing before the Board to contest that suspension. The notice shall also warn them that their account may be accelerated and referred to legal counsel if it remains more than ninety (90) days delinquent.

D. **Suspension of Privileges:** If an assessment or other charge due and owing is not received within sixty (60) days after it is due, the delinquent lot owner's rights and privileges to use the Common Areas including recreational facilities such as the boat ramp or kayak launches or other services and facilities (boat storage, hiking trails, etc.) of the Association shall be suspended and revoked after notice and an opportunity for a hearing has been provided and until the account is paid in full or a satisfactory payment plan is accepted by the Board.

E. Referral to Counsel: If payment in full, of any assessment or charge, interest and returned check charge, is not received by the managing agent by the ninetieth (90th) day after the due date, the account shall be referred to counsel for the Association and shall be accelerated. The act of referring the account to the Association's counsel shall be deemed the decision of the Board to accelerate the account. The managing agent or counsel shall mail a demand for payment, notice of acceleration of the annual and/or special assessment for the balance of the fiscal year and lien warning letter by certified mail to the lot owner at the address listed on the books of the Association.

F. Recording of Lien: If payment in full, of the amounts due, is not received by counsel or the managing agent within thirty (30) days after the lien warning letter has been sent by certified mail, an accelerated memorandum of lien shall be filed. Non-receipt of a notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees, late fees, interest from the date of delinquency at twelve (12%) percent, and the costs of collection, including, without limitation, the costs of filing and releasing the memorandum of lien, shall be added to the account and the delinquent lot owner shall be liable for all costs, late fees, interest, and attorneys' fees pursuant to Article 12, Section 12.2 of the Declaration.

G. Filing of Lawsuit: If payment in full of all amounts due is not received by counsel or the managing agent by the one-hundred and twentieth (120th) day after a due date, a civil suit for the accelerated assessment may be filed personally against the delinquent lot owners.

H. Further Legal Action: If an account remains delinquent after the filing of a lien or civil suit or in lieu thereof, counsel for the Association shall take other appropriate legal action to collect the amounts due, except as provided in Paragraph I and unless directed otherwise by the Board of Directors of the Association. The aforementioned time guidelines are advisory only. The Association shall not be bound thereby if in the exercise of its discretion the Board of Directors deems expedited action is required regarding any particular account.

I. Lien Foreclosure: If a lien remains unpaid, a suit to enforce the lien or a public sale to foreclose on the lot may be initiated within thirty-six (36) months of the date the lien is recorded, upon authorization from the Board of Directors.

J. Future Payment Policy. If the Association receives from any owner, in any accounting year, two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

K. Costs: Pursuant to Section 12.1(A) of the Declaration, all costs incurred by the Association as a result of any violation of the Declaration, Bylaws, rules and regulations or resolutions of the Association by a lot owner, his family, employees, agents, lessees or licensees, shall be charged against the lot owner as an assessment, and be subject to all obligations and collection procedures as are applicable to annual assessments. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from a lot owner's failure to pay charges or assessments when due or from any other default referred to in this paragraph or in the Declaration, Bylaws and rules. Such charges shall also specifically include any administrative costs by the management agent which the Association may incur as a result of notices, letters or other correspondence which may be sent to the lot owner by the management agent pursuant to collection of the assessment obligation. The management

agent is hereby authorized to charge against an assessment account a \$20.00 replacement fee to cover the issuance of replacement coupons for coupons lost or misplaced by the owner(s).

L. **Board Waiver:** The Board may grant a waiver of any provision herein, except filing of memoranda of liens beyond the statutory deadline, upon petition, in writing, by a lot owner alleging a personal hardship. Such relief granted a lot owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.

M. **Management Waiver:** The Board hereby authorizes the managing agent to waive the imposition of interest on payments received by the managing agent after the thirtieth (30th) day of the month, if, in the judgment of the managing agent, the delinquent lot owner has owned the lot for less than three (3) months at the time of the delinquency and the managing agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment.

N. **Application of Payments:** Payments received from a lot owner shall be credited in the following order:

1. Charges for attorneys' fees and court costs.
2. All returned check charges or interest accrued, as applicable.
3. All other charges incurred by the Association as a result of any violation by a lot owner, his family, employees, agents, lessees or licensees of the Declaration, Bylaws, rules and regulations or resolutions.
4. The annual and any special assessment of each lot, applied first to the oldest amount due.

Eagle Pointe Shores HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Regulatory/Policy No. 2017 - 1

Pertaining to: Assessment Collection Policy

Duly adopted at a meeting of the Board of Directors of the Eagle Pointe Shores Homeowners Association held _____, 2017.

Motion by: _____ Seconded by: _____

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VOTE:

YES NO ABSTAIN ABSENT

_____, Member _____

_____, Member _____

_____, Member _____

_____, Member _____

_____, Member _____

_____, Member _____

_____, Member _____

ATTEST:

Secretary

Date

Book of Minutes - 2017

Resolution effective: _____, 2017.

Exhibit A

**Summary of Collection Policy
Eagle Pointe Shores HOA**

January, 2017

Disclaimer: This is a one page summary of the Collection Policy for Eagle Pointe Shores Homeowners Association (EPS HOA). References in this summary are not intended to replace in whole or in part the Homeowners' responsibility for keeping current on the rules and regulations for Eagle Pointe Shores. The Legal documents that set the basis for the Collection Policy are the Virginia Property Owners' Association Act, The Declaration of Covenants, Conditions, and Restrictions for EPS HOA, and the Bylaws for EPS HOA.

Under the powers granted to the Board of Directors for EPS HOA, the Board has enacted the Assessment Collection Policy (Actual Policy attached to this summary). The Collection Policy applies to all Assessments, Regular and Special, regarding any property. This outline addresses the most common Assessment, a Regular or Annual Assessment. Special Assessments will specify the manner and due date for any payments. Please refer to the policies referenced above or contact the Board or the Managing Agent for further clarification. Regarding the Annual Assessment, the following summary outlines the process:

Regular Assessments also referred to as "Annual Assessments" *to be billed in January of each year.*

Due Date--Regular Assessments are to be paid *NO LATER than March 31st* of the year of billing.

Consequences of Non-receipt of Payments by the Due Date—

Payments ***not received within 10 days of the due date*** will result in Homeowners losing their rights to vote during any Association meetings and if assessments remain unpaid the owners may have their rights to use the Common Areas suspended.

Payments of assessments ***not received within 15 days of the due date*** result in a one-time **\$100.00 penalty** and **interest at the rate of 12%** per year will be added to the total beginning with the first day of delinquency.

Owners who are still in default ***after 30 days Late***, will be sent a late notice from the Managing Agent. There will be an offer to have a hearing before the Board prior to any suspension of privileges, will **may happen at 60 days** and further the accounts may be **referred to legal counsel at 90 days past due.**

Other Potential Actions for Accounts in Default:

- **Recording of Lien**—Please see Resolution and Documents for timeline.
- **Filing a Lawsuit**—Please see Resolution and Documents for timeline.
- **Lien Foreclosure**—Please see Resolution and Documents for timeline.
- **Costs**—All costs assessed against any lot owner in accordance with the governing documents and policies duly adopted by the EPS HOA as well as any charges incurred by the Association in its attempt to collect any past due amounts shall accrue as additional sums due from the lot owner to the Association.

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Eagle Pointe Shores Homeowners Association

Policy Resolution #3

Adopted: 6-6-2023

Code of Conduct For Board Members and Association Members

WHEREAS, Section 55.1-1819(A) of the Virginia Property Owners' Association Act, Va. Code 55.1-1800, et seq. ("Act") and Section 4.1(D) of the Bylaws, grants the Board of Eagle Pointe Shores Homeowners Association ("Association"), the power to establish rules and regulations not inconsistent with the Association Documents,

WHEREAS, the Board has determined that is in the best interest of the Association to develop a Code of Conduct, with appropriate sanctions for anyone who is determined to have violated the terms of this Policy Resolution.

Board members must:

- Act within the scope of their authority, as determined by the law and the association's governing documents.
- Always endeavor to serve the association's best interests.
- Carry out their responsibilities with impartiality.
- Make decisions for the association using sound judgment and due diligence.
- Disclose any potential conflicts of interest and recuse themselves from the discussion and vote (in case one exists).
- Allow community members the opportunity to voice their opinions on association matters (during the open forum of a board meeting, or via email submitted through the HOA's management).
- Always support the decisions made as a board, even if they do not necessarily agree with them.
- Be transparent.
- Hold open, honest, and fair elections

Board members must not:

- Support or promote any activity, action, or behavior that breaches the law or other regulatory requirement.
- Disclose confidential information to any party outside of the board, unless given authorization to do so.
- Share any discussions or decisions made in the executive session of board meetings to any 3rd party.

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- Reveal personal information about any homeowner, resident, or employee.
- Use association funds for personal use.
- Misuse their position as a board member for personal gain.
- Threaten, intimidate, or harass any board member, homeowner, resident, contractor, or employee.
- Make any promises to a bidder or contractor.

Association members must:

- Thoughtfully voice their opinions on association matters, whether they agree with them or not.
- Be transparent (submit questions/concerns through the HOA's management company or bring them up during the open forum of a scheduled board meeting, so matters are openly discussed).

Association members must not:

- Threaten, intimidate, or harass any board member, homeowner, resident, contractor, or employee.
- Treat the board or members unfavorably, as individuals.
- Intimidate the board or members (voice, text, or email).
- Be a menace.
- Make false accusations against the board, or any member, to satisfy their own personal feelings/opinions/objectives.

BE IT FURTHER RESOLVED that if any board member is considered to be in violation of this Policy Resolution, the following procedures and sanctions shall apply:

1. If the complaint is against a board member, the "Complainant", by proper motion, shall request the Board to convene in a closed session to discuss the possible violation;
2. During the closed session, all facts surrounding the allegation shall be heard without interruption. The subject member ("Respondent") shall then be heard in response;
3. After hearing and considering all of the statements from all Board members, the Board, by a majority vote, shall determine which of the following sanctions is appropriate:
 - (a) No action;
 - (b) Private reprimand, with or without terms;
 - (c) Public reprimand, with or without terms;
 - (d) Recommendation to remove the Respondent, pursuant to Section 6.3 of the Bylaws.

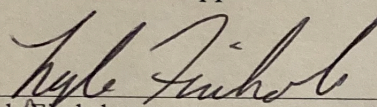
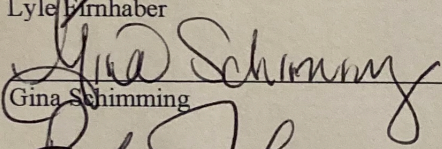
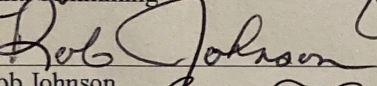
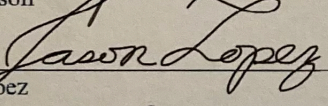
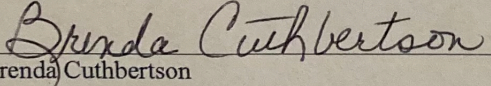
BE IT FURTHER RESOLVED that if any Association member is considered to be in violation of this Policy Resolution, the following procedures and sanctions shall apply:

1. The "Complainant" shall notify the board and submit, in writing, all facts surrounding the allegation of the violation;
2. The Board will notify the member ("Respondent") of their violation, and they shall be heard in response;
3. After considering all of the statements and facts, the Board members, by a majority vote, shall determine which of the following sanctions is appropriate:
 - (a) No action;
 - (b) Private reprimand, with or without terms;
 - (c) Public reprimand, with or without terms;

BE IT FURTHER RESOLVED that if any Association member disrupts a board meeting (speaks out-of-turn), the following procedure shall apply:

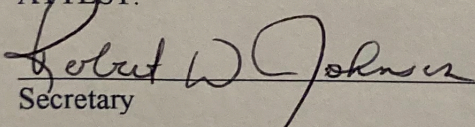
1. The member will be asked to refrain from interrupting the meeting;
2. The member will be muted by the board;
3. The member may be prohibited from attending future board meetings.

Board Member Approval:

		<u>VOTE:</u>			
		YES	NO	ABSTAIN	ABSENT
 _____, Member	✓	—	—	—	—
Lyle Firnhaber					
 _____, Member	✓	—	—	—	—
Gina Schimming					
 _____, Member	✓	—	—	—	—
Rob Johnson					
 _____, Member	✓	—	—	—	—
Jason Lopez					
 _____, Member	✓	—	—	—	—
Brenda Cuthbertson					
_____, Member	—	—	—	—	—

EPS HOA CODE OF CONDUCT

ATTEST:



Secretary

Date 6-6-2023