

PROOFED

DECLARATION OF

0047

PROTECTIVE RESTRICTIONS AND COVENANTS

INTRODUCTION

Strong restrictions protect your investment. The provisions of the Declaration of Protective Restrictions and Covenants, as hereinafter set forth, have been designed with the thought that most persons, ideally, would like to be a part of a community having an ecologically balanced atmosphere. This specifically includes each individual property owner's right to enjoy his privacy, individual needs and desires without infringing upon that of his neighbors. Consequently, in this Declaration an attempt has been made to provide for the reasonable exercise of maximum freedom and enjoyment for those activities which may be engaged in upon the individual lots comprising your community.

SOUTHWIND SHORES SUBDIVISION

NOW THEREFORE, WITNESSETH: This Deed of Declaration for the attached plats is made subject to all of the following provisions of this Declaration of Protective Restrictions and Covenants, which provisions shall be deemed to run with the land for the mutual protection and benefit of all land owners, and apply to each and every numbered lot shown on the attached plat of Southwind Shores Subdivision, recorded in the Clerk's Office of the Court of Spotsylvania County, Virginia, Plat File 37, Pages 292-294, except where reserved as herein provided to wit:

ARTICLE I.

USE AND IMPROVEMENT
STANDARDS

SECTION I. STATEMENT OF PRINCIPLES AND PURPOSE.

1.1: Considerable effort and expense was given to the master planning of Southwind Shores to ensure a thoughtful and harmonious development process. A major concern in the planning is the integration of development with its immediate environment and a strong conviction that man made improvements should, as much as possible, blend with the existing environment and nature rather than stand in stark contrast with it. The quality of development and that of the homes constructed at Southwind Shores shall determine, to a great extent, the character of the community, the value and the nature of life within the community.

1.2: In order to assure that these objectives are achieved and to assure a continuity of physical development such that future development will be compatible with existing development, the Developer has declared and recorded these covenants, conditions and restrictions applicable to all platted lots within Southwind Shores Subdivision, further establishing a community Board of Directors, an Environmental Control Committee and setting forth its jurisdiction, powers, obligations and the rules and regulations under which this community will conduct its review of proposed improvements.

1.3: Whereas Southwind Shores is a community with a strong visual identity, the Developer has established architectural and environmental control guidelines to ensure that all residents and lot owners within the community of Southwind Shores can enjoy the unique and distinctive natural environment.

1.4: Whereas this Declaration of Protective Restrictions and Covenants shall constitute a covenant running with the land, the Architectural and Environmental Control Guidelines made part hereof shall be administered by the Environmental Control Committee, as directed by the Board of Directors, who will review all plans for residences to be constructed within Southwind Shores Subdivision. The purpose of the Committee is not to restrict design freedom or to make design decisions, but to review all plans to ensure that individual residences comply with the provisions of this Declaration of Protective Restrictions and Covenants and the Architectural and Environmental Control Guidelines, and that any proposed residence or construction within the subdivision reflects the overall design objectives of the entire community.

1.5: Whereas Southwind Shores shall constitute a substantial subdivision with public roads, community access areas, common areas, waterfront park areas, it is essential that the ongoing maintenance, management and preservation of it's integrity are assured. Preservation of these community assets and the value of each lot within the community can only be assured when an annual operating budget has been realistically adopted by the Developer. A primary factor in community failure has often been attributed to lack of operating funds due to inadequate budgets and operating dues initiated at the commencement of sales. It is for these reasons that the Developer has initiated an annual dues imposed upon each lot within the subdivision to be used exclusively for the maintenance and management of the community common areas,

ARTICLE II. ARCHITECTURAL AND ENVIRONMENTAL CONTROL GUIDELINES

SECTION I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.

1.1: All platted numbered lots within Southwind Shores Subdivision are specifically restricted to residential use for single family private dwellings.

1.2: There shall be no requirement to build upon any platted lot within Southwind Shores Subdivision, however the exterior of any structure approved by the Committee and County must be completed within Ten (10) months from commencement unless a written extension is granted by the Committee for hardship.

1.3: No structure or building of any kind or construction of any sort, including private boat docks and boat houses, including any excavation of the natural soil surface, shall be placed or permitted upon any lot prior to the written approval of the Environmental Control Committee or the Developer in the absence of a duly appointed Committee. It shall remain mandatory that a properly executed Construction Application and Agreement is submitted to the Committee and approved by the Committee prior to construction of any sort on any lot within the subdivision.

1.4: A properly executed Construction Application and Agreement, attached and made part hereof, shall include as attachments TWO complete sets of the proposed construction plans, floor plans, exterior elevations, specifications, materials list, site plan and samples of proposed exterior colors and material. All local building set backs, sewage disposal, water well and building requirements shall prevail.

1.5: Applicant shall agree under seal to be responsible for any damages or repair costs which are directly attributable to Applicant, or Applicants assigns, to common areas, roads, road edges, drainage easements and adjoining lots during clearing and construction.

1.6: Upon receipt of the Construction Application and Agreement, including all required attachments, the Committee shall review the Application and report it's findings to the Applicant within twenty one (21) calendar days it is in receipt thereof. The proposed construction or improvement shall be reviewed for full compliance of these Protective Restrictions and Covenants. In the event approval is denied, the Committee shall state the reasons for denial and shall offer it's recommendations for compliance and subsequent approval. Following written approval of an Application by the Committee, the Committee shall return one set of the attachments to the Applicant and shall deliver a copy of such written approval to the Spotsylvania County Building Department. Following issuance of an official Building Permit, as issued by the County Building Department, Applicant shall provide the Committee with a copy thereof for the association files.

1.7: The placement, storage or occupancy of mobile homes, mobile houses, tents, truck campers or pop-up campers on any lot within the subdivision shall remain strictly prohibited. This provision shall not prohibit the parking of unoccupied motor homes, pop-up campers or recreational trailers, with the wheels and current state vehicle license affixed, in driveways or parking areas adjacent to approved single family homes which have been issued an occupancy permit by the local building authority, providing there shall be no more than one recreational vehicle parked on any lot at any time. This provision shall not prohibit the storage and parking of one boat and trailer on any lot providing the wheels remain affixed.

1.8: Camping of any sort shall remain strictly prohibited within the community at any time. Under no circumstance shall a garage or any type of outbuilding be occupied on a temporary or permanent basis.

SECTION II. COMMERCIAL USE, EASEMENTS OR RE-SUBDIVISION

2.1: No model or exhibit house shall be erected or occupied on any platted lot, nor shall the owner of any lot or his agent permit the use of his residence or house as such, without the specific and prior written approval of the Developer, it's assigns or successors. Under no circumstance shall a model home be occupied as a residence, temporarily or otherwise. Occupancy of a model home shall be strictly limited to demonstration or sales staff under normal business hours. Under no circumstance shall any structure, other than an approved residential dwelling, be occupied as a temporary or permanent residence. The Committee or Developer may grant permission for a temporary structure to be used specifically for storage of building materials during construction of an approved residence.

2.2: No commercial or business enterprise shall be allowed on any platted residential lot, excluding the business of the Developer within the properties owned and maintained by the Developer and those exclusions provided for model home use.

2.3: Approval for construction by the Committee shall not preclude the legal necessity for obtaining an official Building Permit from the Spotsylvania County Building Department, nor shall the re-subdivision of any lot or parcel occur prior to the official approval of the Spotsylvania County Zoning Authority.

2.4: No platted lot may be subdivided or easements granted without the specific written approval of the Developer; it's successors or assigns; provided, however that the Developer reserves the right to re-subdivide any of it's unsold land in the subdivision, provided that any further re-subdivision is at the minimum consistent with the existing calibre of the community and that of local zoning ordinances. If two or more adjoining lots are acquired by the same owner, no part or parts of said lots shall be conveyed unless each lot being conveyed is a minimum of 43,560 square feet in size and each lot being retained are in compliance with all of these restrictions and covenants.

2.5: For the benefit and enjoyment of all lot owners and the Community Association the Developer reserves unto itself, it's successors or assigns a perpetual, alienable, releasable and assignable twenty (20) foot easement along all rear lot lines and a fifteen (15) foot easement along all side lot lines of all lots as shown on the plats of survey, attached to and made part hereof, for the installation of public utilities and drainage for the protection and appearance of property, and the safety and health of the property owners, reserving unto the Developer, it's successors or assigns, the sole right to convey the rights reserved.

Amended
2.6: No heavy equipment, industrial, equipment, commercial equipment or vehicles used in industry or for commercial activities shall be regularly parked or stored on any lot or common area within the subdivision.

2.7: The breeding or keeping of any domesticated animal or wild animal on any lot, or within any residence, shall be strictly prohibited. This restriction shall not apply to dogs, cats, or other small domestic animals that are kept as household pets and of a quiet inoffensive nature; but it does apply to any animal that is permitted to run free, to the breeding of such as a business or for profit, and the keeping of such on a commercial basis. Dogs shall not be permitted to run free within Southwind Shores.

SECTION III. STREETS, ROADWAYS AND JOB SITE MAINTENANCE.

3.1: Under NO circumstance shall construction, excavation or site work of any kind commence on any lot until such time as an appropriate driveway entrance culvert meeting state specifications has been installed and a minimum three (3) inch aggregate (gravel) base construction entrance driveway has been installed over a minimum length of sixty (60) lineal feet extending from the community road edge and into the property. Said aggregate shall be maintained during all phases of construction so as to prevent the tracking of dirt and mud onto the community roadways. Any dirt or soil accumulation on the road surfaces shall be fully removed by the property owner or contractor responsible for said accumulation due to improper driveway maintenance.

3.2: Portable outdoor toilet facilities must be provided during construction of any residence. They may not be emplaced prior to final written construction approval of the Committee, must be properly maintained according to acceptable health standards and must be removed within ten (10) days of completion of construction.

3.3: The use of adjoining lots or common property for access to the construction site or for the storage of materials without the specific written approval of the adjacent owner is prohibited.

3.4: The disposal of construction debris, surplus materials, trash, cans, wrappers, paper, etc., shall be strictly limited to off-site removal.

3.5: There shall be no dumping facilities within the entire subdivision. Appropriate trash containers must be maintained at all construction sites; at all times, and shall be requisite to approval of all construction proposals submitted to the Committee.

3.6: Contractor signs and real estate signs shall be strictly limited to a maximum size of eight (8) square feet. Construction signs shall be strictly limited to the General Contractor or builder. Sub-contractor and materialmen signs are prohibited. All signs advertising the property for sale shall be removed within 48 hours of sale and any approved construction sign shall be removed within 72 hours of completion of an approved project.

3.7: Construction and material delivery hours within Southwind Shores Subdivision shall be strictly limited to the hours commencing seven (7) a.m. and ending at six (6) p.m., Monday through Friday, and seven (7) a.m. through one (1) p.m., on Saturday. No construction of any type shall be permitted on Sundays, excepting work performed specifically by the owner of record on any lot.

3.8: Use of the subdivision common areas, parks, etc., shall be strictly limited to the lot owners and their guests. Employees of the contractor, materialmen, maintenance personnel and sub-contractors are not permitted to use these facilities at any time.

3.9: It shall be the responsibility of all lot owners to insure proper use of community roads. The speed limit shall be 25 miles per hours, or as posted by the Virginia Department of Transportation, and owners are responsible for the use of these roads by others performing services for them. All construction vehicles must be parked on the lot and not on the community roadways. Excavation equipment must be unloaded on the lot and substantial care must be exercised when such equipment is to be unloaded adjacent to the surfaced road edge.

3.10: The care and maintenance of all community roads located within each section of the subdivision shall remain the responsibility of the Developer until such time as said roads are certified as completed by the Virginia Department of Transportation, at which time the Association shall become responsible for the care and maintenance of said roads within each section until such time as the roads are officially dedicated as public roads.

SECTION IV. COMMUNITY COMMON AREAS, AND ENTRANCES.

4.1: Community Common Areas shall include all areas platted as open space, community roadways, road edges, draining easements, entrance areas and improvements, and parks.

4.2: All costs of maintenance of said common areas shall be paid by the accounts of the community association funds. Said funds shall be derived from the annual association dues collections and all expenditures shall be accounted to the property owners on an annual basis. Roadways shall remain as common areas until such time as they are formally dedicated as public roads.

4.3: The use, access and enjoyment of all common areas shall be exclusive to the Developer or it's Agents in the performance of construction or sales activities and to that of the lot owners and their guests. Whereas all common areas shall be ultimately turned over to the community property owners association by the Developer, it shall remain imperative that all property owners remain responsible for the actions of their guests within said common areas.

4.4: Under no circumstance shall vehicles be used or parked in any area not designated and platted as roadways or parking areas. The operation of any motor vehicle on community roadways and common areas shall be strictly limited to individuals in possession of a valid drivers license.

SECTION V. BUILDING SPECIFICATIONS AND REQUIREMENTS

5.1: No single family residence shall exceed thirty-six (36) feet in height as measured from the natural ground surface unless otherwise approved by the Committee.

5.2: The ground floor of all residences shall not be less than 1,000 square feet of heated living area, exclusive of open porches, patios, decks, breezeways, basements and garages. In the case of structures more than one-story, the ground floor shall not be less than 1,000 square feet of heated living area and the second floor shall not be less than 400 square feet of heated living area. No structure shall be more than two stories above ground level.

5.3: Each residence shall be required to have a minimum of 400 square feet of attached decking made of treated wolmanized lumber which may be distributed on two sides of the residence. The material requirement for decking may be substituted, in whole or in part, with redwood or cedar, or with patios when the material surface of such patios are constructed of brick, stone, tile or design pressed concrete. Under no circumstance shall unsurfaced concrete or untreated lumber, excluding cedar and redwood, be approved in lieu of this requirement.

5.4: Storage sheds of any type shall remain strictly PROHIBITED. Storage areas shall be strictly limited to garages, under appropriately screened deck areas or within ares which are attached and architecturally designed as an integral part of an approved dwelling. Single car garages are permitted providing said garages are ATTACHED and architecturally designed as an integral part of an approved dwelling. Single car "detached" garages shall not be approved. Detached garages shall be a minimum two car garage and shall be no less than 528 square feet in size, without exception. Any garage, whether attached or detached, must be identical in design, materials and color of the existing or proposed residence. Carports shall not be permitted.

5.5: Detached garages may be constructed prior to construction of a residence providing the exterior design, materials and color are in compliance with all provisions of Article V, 5.1 thru 5.17 hereof. Approval shall require two sets of proposed construction drawings and the design, materials, roof elevations and colors shall be consistent with that of any future proposed dwelling. Approval of detached garages to be emplaced on any lot prior to construction of a residence shall be granted on a conditional basis. Conditional approval shall be predicated upon Applicants agreement to immediately remove any garage which is not identical in color and materials as that of any future dwelling to be constructed on the lot.

5.6: All structures must be of substantial construction and all exterior wall, facia, trim and rail materials must be of a natural wood siding, stucco, stone, brick or vinyl-siding of no less than .038 mil. Under no circumstance shall T1-11 or aluminum siding be approved for any structure.

5.7: The use of stockade, wire, electric or chain link fencing is strictly prohibited, however earth-colored chain link fencing may be approved when such fencing is to be installed specifically around an approved in ground swimming pool

All other fencing shall be limited to identical four (4) board estate fencing already installed by developer. Approval may be obtained for installation of four (4) inch square wire fencing along estate fencing for control of domestic pets within a lot when such wire fencing is installed on the applicant's side of estate fence.

5.8: Under no circumstance shall any detached garage or residence be constructed or approved with less than a minimum 5/12 roof pitch. All approved residences shall include a minimum of two opposing roof angles and shall include no less than two distinct roof elevations. excluding detached garages, however roof elevations of detached garages must be consistent in design and elevation of the detached residence.

5.9: Exterior colors are a dominate visual element and a major expression of an owner's preferences. Sensitive, natural color selection will contribute to the harmonious and aesthetically pleasing ambience of Southwind Shores. Approval of a proposed dwelling shall be subject to the prior approval of all exterior finish colors proposed by the applicant. The applicant shall provide samples of the proposed exterior material and color to be used when the material color is embedded in the product, such as is the case with vinyl siding, or shall provide a sample of the natural wood material on which the proposed color is applied. The Committee and/or the Developer shall be the exclusive and final authority on color selections. No structure shall be constructed nor approved with more than three exterior color finishes. All structures shall contain a substantial quantity of new materials and no used structures shall be relocated or placed on any lot. Residential designs incorporating traditional split foyer designs may NOT be approved unless the plans and specifications include a covered porch extending no less than three quarters the length of the front elevation facing the street and connecting to no less than one half of either side elevation of the residence. Said porch shall include rail and pickets. Exposed chimneys must be covered by an enclosed chase.

Amended
5.10: No dwellings shall be used for other than single family residences, except on lots otherwise designated by the Developer, and no dwelling shall be occupied at any time until such time as a valid Occupancy Permit has been issued by the local Building Authority having jurisdiction. (An approved community standard mailbox is REQUIRED. All mailboxes must be identical in the materials, design and color approved by the Developer.)

5.11: Any structure approved and erected or placed on any lot shall be set back at least thirty (30) feet from the front road easement line, at least thirty (30) feet from the rear lot line, and at least fifteen (15) feet from each side lot line. Upon completion of all site excavation or construction, disturbed soils shall be properly graded, fertilized, seeded and mulched with straw within thirty (30) calendar days following completion.

5.12: All approved dwellings must be connected to an approved private well and septic system. Permits for the approval and installation of same must be obtained from the Spotsylvania County Health Department prior to issuance of a building permit.

5.13: It is understood and agreed that under the present ordinances of Spotsylvania County, Virginia, school bus and mail service will not be provided along community roads until such time as they have been dedicated to the state. School bus service is provided along State Route 719 and temporary mail boxes may be located at the entrance of Southwind Shores.

SECTION VI. ACTIVITIES AND USES ON LOTS

6.1: All outside clothes poles and clothes lines are strictly PROHIBITED. Propane fuel storage tanks installed outside any building (if not buried below the ground surface) shall be appropriately screened by shrubbery so as not to be visible from any street, roadway, or property of neighboring residences. Satellite dishes in excess of two (2) square feet in size shall be strictly PROHIBITED.

6.2: All lots, whether occupied or not, and any improvements thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth or vegetation or the accumulation of rubbish or debris thereon. All grass shall be regularly cut and maintained so as not to become overgrown or unsightly and to prevent erosion. Should any lot owner fail to maintain the improvements or premises situated on the lot in a manner consistent with these restrictions, the Developer or Association shall have the full authority, through it's agents or employees, to enter upon the premises and repair, maintain, and restore the property and improvements thereon. The owner shall receive written certified notice requesting full compliance and corrective action within 72 hours of receipt. If upon receipt of said notice owner fails to comply, or provide written notice of contractual arrangements to have the repairs completed within a specified and reasonable time period, the full cost of such repairs or maintenance shall be levied upon the owner and lot by the Developer or Association, shall be payable immediately upon billing, and shall constitute a lien on the property until such time as paid in full, and the provisions of Article IV-Section II shall apply.

6.3: No living tree measuring six (6) inches or more in diameter may be cut or removed without the express written approval of the Developer or Committee, unless located within twenty feet of the approved site of the main dwelling or detached garage. However, any tree may be removed without permission if dead or if a threat to the health, safety or welfare of any person.

6.4: No motor vehicles of any kind, licensed or unlicensed, registered or unregistered, including motor bikes, snow mobiles, and all terrain vehicles shall be permitted in any areas reserved for pedestrians, or upon any recreational easement or common area not specifically designated a driveways or roadways. Furthermore, motor bikes shall not be used for recreational purposes on any platted lot or common area.

6.5: No signs advertising the lot for sale are permitted without the specific written approval of the Developer, its successors or assigns.

6.6: Hunting is strictly prohibited in the subdivision. No rifles, shotguns, handguns, or other firearms of any type shall be permitted for hunting or target shooting anywhere in the subdivision. No open fires shall be permitted on any part of any lot, except in outdoor fire places equipped with fire screens, except with the written approval of the Developer, its successors or assigns. All fireplaces in dwellings must be equipped with fire screens and at least one (1) household chemical-type fire extinguisher must be stored and available in each dwelling for emergency purposes.

6.7: No oil or natural gas drilling refining, quarrying or mining operations of any kind shall be permitted upon or within the boundaries of any lot, or no derrick or other structure designed for use in boring for oil or natural gas shall be erected, stored, maintained or permitted on any lot within this subdivision.

6.8: No noxious or offensive activities shall be carried on any lot, or permitted to be carried on, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

BY-LAWS OF THE SOUTHWIND SHORES

PROPERTY OWNERS ASSOCIATION

DEFINITIONS

The terms as used in these By-Laws are defines as follows:

- (A) "Association" shall mean the Southwind Shores Property Owners Association, a Virginia not-for-profit corporation.
- (B) "Board" shall mean the Board of Directors of the Association.
- (C) "By-Laws" shall mean the by-laws of the Association.
- (D) "Common Properties" shall mean all property included from time to time within the definition of Common Properties set forth in the Declaration.
- (E) "Lot" shall mean any lot in the subdivision included from time to time in the definition of lot set forth in the Declaration.
- (F) "Declaration" shall mean the Declaration of Protective Restrictions and Covenants for Southwind Shores Subdivision, Spotsylvania County, Virginia, as may be supplemented or amended from time to time.
- (G) "Developer" shall mean Southwind Shores Development Corporation, it's successors or assigns.
- (H) "Development" shall mean Southwind Shores, as the same may be shown on the plats of survey or maps thereof recorded from time to time, for Southwind Shores Subdivision, Spotsylvania County, Virginia.
- (I) "Owner" shall mean:
 - (1) Any person, including the Developer, who holds fee simple title to any lot within the Development.

- (2) Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement in which case Seller under said agreement shall cease to be the owner while said agreement is in effect.

ARTICLE I. THE SOUTHWIND SHORES ASSOCIATION
(THE COMMUNITY PROPERTY OWNERS ASSOCIATION)

SECTION I. MEMBERSHIP REQUIRED

1.1: Membership in the Southwind Shores Property Owners Association is mandatory for all persons or entities owning property in the subdivision and for any person or persons holding a valid real estate purchase contract for the acquisition of a lot in the subdivision. All such members are obligated to pay the dues and assessments levied upon each lot owner by the Association to defray the cost of maintenance of roads, recreational facilities, and amenities used and maintained by the Association.

1.2: Membership shall not be mandatory for the Developer or the Association. The Association shall be responsible for maintenance, repair and upkeep of subdivision road shoulders as platted, and including all subdivision parks, open areas, recreational easements, subdivision entrances and appurtenant drainage easements reserved to the Developer. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of roadways, streets, common areas, recreational easements and such other properties within the subdivision as it may from time to time own.

1.3: The Association shall have all the powers that are set forth in its Articles of Incorporation, as approved by the State Corporation Commission of Virginia, and all other powers that belong to it by operation of law. This includes, but is not limited to, the power to levy against every member of the Association a uniform annual charge per single family residential lot within the subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance and future needs and requirements of the Association, for the purposes set forth in its Articles of Incorporation.

1.4: No charges, assessments or dues shall ever be made against, or be payable by, the Association itself, the Developer or any corporation or corporations that may be created to acquire title to, and operate the amenities or other properties on behalf of the Association.

SECTION II. ANNUAL MEMBERSHIP DUES

2.1: An Annual Membership dues shall be mandatory and assessed upon each and every platted lot within Southwind Shores Subdivision. The annual dues shall not be assessed in the year of purchase.

2.2: The annual association dues shall be a minimum of \$360.00 per calendar year, due and payable on or before the first day of March for each calendar year commencing the calendar year following the year of initial purchase. The dues may increase with proof of additional cost and the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of additional construction or reconstruction, unexpected repair or replacement for a described improvement upon the common areas, including parks or other member amenities. Such special assessments may be assessed monthly or as an addition to the annual dues.

2.3: Should any lot owner become delinquent in the payment of dues or assessments to the Association, such owner shall be denied the use of common areas and recreational facilities under written notice until such time as the delinquency has been corrected. Said lot owner shall at all times, however, have the right to access over the roads in the subdivision to and from said owners lot by the nearest route. Such delinquent payment shall bear an interest from the date of delinquency at the maximum rate allowable by law on a per annum basis and shall upon the date of delinquency constitute a lien on each lot to which the delinquency pertains.

2.4: Any lien shall cover and include the principal amount, the interest, and reasonable attorney's fees incurred in the collection and filing thereof. Every such lien may be enforced by equitable foreclosure suit filed in the Circuit Court of Spotsylvania County, Virginia.

2.5: The remedy of foreclosure is non-exclusive and the Association and Developer reserve all other remedies provided by law for the collection of the aforesaid delinquencies. The Association or Developer has the right to publish the names of the delinquent members in such a manner as it may deem appropriate. The written dated statement of the Association that no delinquency exists hereunder as of said date shall be conclusive evidence thereof.

ARTICLE II.

MEMBERSHIP

SECTION I. CLASSES OF MEMBERS

1.1: There shall be members, associate members, and the Developer.

1.2: Each lot owner shall become a member of the Association.

Amended
1.3: The Developer retains one vote for each lot until the entire development is sold out or at anytime prior, at the Developers discretion. At that time all lot owners receive two (2) votes for each lot, regardless of the number of persons who may have an ownership interest in such lot, or the manner in which title is held by them.

1.4: If not otherwise a member, each of the following shall be entitled to associate membership in the Association:

- Amended*
- (A) The spouse and children of a member who have the same principle residence as the member shall be entitled to associate membership status in the Association.
 - (B) Persons who by virtue of a contractual agreement with Developer are entitled to associate membership in the Association.

- (C) Associate members shall have no vote or right to notice of any regular or special meeting of members. The privileges and duties of associate members shall be established from time to time by the Board by resolution. The privileges and duties of associate members need not be the same as those of members.

SECTION II. PRIVILEGES OF MEMBERS AND SUSPENSION

2.1: Members and associate members shall have a license to use the Common Properties subject to the provisions of the Declaration and subject to such other rules and conditions as may be established by the Board.

2.2: The Board may suspend the voting privileges of any member and license of any member or associate member to use the Common Properties.

2.3: Suspension may be for any period during which any Association dues, charges or assessments on such member's lot remains unpaid and for the period of any continuing violation by such member or associate member of the provisions of the Declaration after the existence thereof shall have been declared by the Board.

2.4: A period to be determined by the Board not to exceed one (1) year, for repeated violations of the By-Laws or the rules and regulations of the Association may be imposed by the Board.

SECTION III. EVIDENCE OF MEMBERSHIP AND TRANSFER

3.1 Certificates of membership in the Association may be issued to members and associate members. Such certificates shall be in the form as the Board shall from time to time designate and shall be issued over the signature of the President or other officer of the Association. Such certificate shall indicate whether or not the holder is a member or associate member and shall also indicate the lot of ownership of which gives rise to membership. Such certificate shall also clearly state on its face that the Association is a not-for-profit corporation.

3.2: In the event of resale, or transfer of ownership, of any lot or residence within the community, the Seller, Trustee or Grantor shall immediately notify the Developer or Secretary of the Association of such sale or transfer providing the date of sale, to whom the property was sold or transferred and the mailing address and telephone number of the new owners.

3.3: The Seller shall in all cases be responsible for insuring that all assessments due are paid in full prior to sale or transfer of ownership.

3.4: In the event a lot owner chooses to list their property for sale with an agency/agent, the owner shall submit a copy of the listing to the Developer or Association immediately upon the date of listing. Changes of address notification shall be promptly directed to the Secretary of the Association or Developer.

SECTION IV. MEETINGS OF MEMBERS

4.1: Any meeting of the members of the Association shall be held in the State of Virginia at such place therein as may be stated in the notice of such meeting. All meetings shall be conducted under Roberts Rule of Order.

4.2: Annual meeting of the Association shall be held on such day in the month of June of each year as the Board of Directors by resolution may determine.

4.3: Special meetings of the Association may be called by the Board at any time in the manner herein provided. A special meeting may also be called upon the written petition of forty percent (40%) of the members of the Association who would have the right to vote at such meeting. Such petition shall set forth the purpose of the special meeting.

4.4: Written notice of the place, date, and hour of the meeting, and in the case of a special meeting, the purpose and purposes for which the meeting is called, shall be delivered not less than thirty (30) days nor more than forty (40) days before the date of the meeting, either personally or by mail, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the member at the last address as it appears on the records of the Association, with postage prepaid; or such notice may be published in any newspaper or publication printed under the auspices of the Association and distributed generally among the members of the Association. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

4.5: A quorum at either a special meeting or the annual meeting shall be ten percent (10%) of the members entitled to vote at such meeting in person or by proxy. A vote of a majority of votes entitled to be cast at any meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law.

ARTICLE III.

DUTIES OF MEMBERS

SECTION I. PAYMENT OF ASSESSMENTS.

1.1: The charges or assessments levied by the Association as provided in Article IV, Section II of the Declaration shall be paid to the Association on or before the date fixed by resolution of the Board. Written notice of the charge and the date of the payment shall be sent to each owner (member) at the address last given by such owner to the Association.

1.2: The amount of the assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board, but no later than the date provided herein. If not so paid, the amount of such assessment plus any charges thereon including interest at the maximum limit provided by law per annum from the date of delinquency and costs of collection including attorney's fees, if any, shall be due and payable to the Association. The lot and cause for such lien shall be filed in the office of the appropriate county recorder of deeds, which notice shall state the amount of the assessment and other such charges and a description of the lot which has been assessed.

1.3: The Board may seek to recover sums by any other available judicial procedures and shall be entitled to its internal costs, attorney's fees, and costs of suits in said collection. If the Association does claim a lien on the lot, upon payment of said assessment and charges or other satisfaction thereof, the Board shall within a reasonable time cause to be recorded a further notice dating the satisfaction and the release of said lien.

1.4: All liens provided for herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.

1.5: Conveyance of any lot shall not affect any lien for assessments provided herein. Such liens shall be prior to all other liens recorded subsequent to said notice of assessment.

1.6: Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

SECTION II. SUSPENSION

2.1: The Association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been paid in full.

ARTICLE IV: THE BOARD OF DIRECTORS

SECTION I. APPOINTMENT, POWERS AND DUTIES OF THE BOARD

deleted
1.1: The Developer shall appoint an advisory committee consisting of six (6) individuals owning property in the community, and a representative of the Developer, whom shall act as a Board of Directors (the Board) until the first annual meeting of the members in 1993, at which time a formal election process shall have been implemented for election of the first official seven members of the Board by the membership.

1.2: The Board shall manage and control the affairs of the Association and adopt a corporate seal as the seal of the corporation. The Board shall designate a banking institution or institutions as depository for the Association's funds; the officer or officers authorized to make withdrawals therefrom and to execute obligations on behalf of the Association.

1.3: The Board shall perform other acts and authority for which has been granted herein or by law, including the borrowing of money for Association purposes. A resolution by the Board that the interests of the Association require that borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper corporate purpose. The Board may, if it determines that the same shall be reasonable and necessary, assign, pledge, mortgage or encumber any Association property as security for such borrowing, and they may pledge or assign future revenues of the Association as security therefore.

1.4: The Board shall adopt such rules and regulations relating to the use of Association property, and sanctions for noncompliance therewith, as it may deem reasonably necessary for the best interest of the Association and its members. The Board may also establish and levy reasonable fees for the issuance of permits for erecting or placing improvements on any lot or common area. The Board may employ sufficient personnel to adequately perform the responsibilities of the Association, adopt reasonable rules of order for the conduct of meetings of the Association, and with reference thereto, on procedural questions upon which no rules have been adopted. The ruling of the Chairman of the meeting shall be final.

1.5: The Board shall select the officers of Association. It may establish committees of the Association and appoint the members thereof. It may assign to such committees such responsibilities and duties not inconsistent with the provisions of these by-laws or with law as it may deem appropriate. The Board may enter into an agreement or agreements with other organizations to facilitate the business of the Association, and to further the interests of the members of the Association, having the same or similar corporate purposes for reciprocal rights between the respective members thereof under such terms and conditions as the Board may deem proper. The existence of such agreements, the provisions and terms thereof, shall be made known to the general membership in such manner as may be deemed appropriate by the Board, but in no event later than the next annual meeting following the creation of such an agreement.

1.6: The Board shall appoint members of the Environmental Control Committee to carry out the applicable provisions of the Declaration of Protective Restrictions and Covenants. The Committee shall serve at the pleasure of the Board of Directors. The Board shall, prior to the annual meeting of the Association in each year, adopt an operating budget. The Board shall, taking into consideration all sources of income that the Association may have, levy an annual dues assessment upon each lot for the following year. The operating budget shall be presented to the members at the annual meeting of members and members shall be entitled to comment thereon. In no event shall the assessment upon lots be less than Three Hundred Sixty Dollars (\$360.00) per year. The Board may, by resolution, fix the time for payment of annual assessments which may be on an annual or quarterly basis.

1.7: As the Developer shall appoint the Directors of the Association until the first annual meeting in 1993, and as the Directors shall maintain the Association until that time for the benefit of the members, the Directors shall be empowered to disburse such for the benefit of the members of the Association provided adequate records of such expenses and disbursements are maintained by the Directors or Developer prior to the first annual meeting in 1993, when a full and final accounting shall be provided to the members.

SECTION II. NUMBER OF DIRECTORS AND TERM

2.1: The number of Directors shall be seven (7).

2.2: The initial Board shall be appointed by the Developer and shall serve for a term until the organization of the Association, at which time their successors shall be duly qualified and elected by the membership at the first and subsequent annual meetings of the members.

2.3: The first election of the Board of Directors shall be those seven candidates who receive the highest number of votes and shall be elected for a two year term.

SECTION III. QUALIFICATIONS AND VOTING PROCEDURE

3.1: Each member entitled to vote shall receive two (2) ballots for each lot for which he is the voting member.

3.2: Whereas Directors shall be appointed by the Developer until the election of the Directors at the first annual meeting of members in 1993, the Directors shall thereafter be elected by the members entitled to vote in the affairs of the Association as set forth in Article V, Section I of these By-Laws.

3.3: In the election of Directors, each member shall be entitled to as many votes as shall equal the number of votes which he is entitled to cast on any matter other than the election of Directors multiplied by the number of Directors to be elected, and he may cast all of such votes for a single Director or may distribute them among the number to be voted for, and for any two or more of them, as he may see fit.

3.4: The persons receiving the largest number of votes shall be elected to fill the number of Directors then to be elected. Unless otherwise provided by resolutions of the Board, elections for Directors shall be by written ballot.

3.5: Between the first and fifteenth day of June of each year, commencing with the year 1993, any member in good standing may file, with the Secretary of the Association, as statement of his or her candidacy for election as a Director of the Association for a term beginning immediately following the termination of the terms of the Directors ending subsequent to the filing of candidacy. The Secretary shall give notice of such candidates and a brief biographical statement of each candidate that is to be included in the notice given of the next subsequent annual meeting of the Association for the election of Directors.

3.6: All elections to the Board shall be made on written ballot which shall describe the vacancy to be filled and set forth the names of those persons who have become candidates for the Office of Director in the order in which they filed their statements and endorsements of candidacy with the Secretary of the Association.

3.7: All written ballots shall be prepared and mailed by the Secretary to each person entitled to vote simultaneously with the mailing of the notice of the annual meeting of the Association.

3.8: The completed ballots shall be returned as follows:

- (A) Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way.
- (B) Each such "Ballot" envelope shall contain only two (2) ballots, and each voting member shall be advised that because of the verification procedure hereinafter set forth, the inclusion of more than one (1) ballot in any one "Ballot" envelope shall be placed in another sealed envelope which shall bear on its face the name and signature of the member, his lot number, and such other information as the Board may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein.
- (C) The ballots shall be returned to the Secretary no later than ten (10) days prior to the annual meeting, at such address as the Board may determine.

3.9: Upon receipt of each return, the Secretary shall immediately place it in a designated secure place until the day fixed by the Board for the counting of such ballots. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee consisting of the Secretary, and then existing Board, and a representative of each candidate for the office of Director. The Election Committee shall then adopt a procedure which shall establish:

- (a). that the signature of the member on the outside envelope is genuine; and,
- (b). that such member is a member in good standing, meaning: dues current and not in violation of any covenants and restrictions; and,
- (c). such procedure shall be undertaken in such manner that the vote of any member shall not be disclosed to anyone, including the Election Committee. The outside envelope shall thereupon be placed in a safe place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes; and,
- (d). if any "Ballot" envelope is found to contain more than two (2) ballots, all ballots contained in such envelope shall be disqualified.

3.10: The Election Committee shall certify the results of the count at the annual meeting, and the terms of office of Directors so elected shall commence immediately following such annual meeting. All outside envelopes, ballots, and statements of candidacy shall be retained by the Secretary for a period of six months.

SECTION IV. PROXIES

4.1: Except in connection with the election of Directors, every member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such member or his duly authorized agent filed with the Secretary of the Association. No such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies therein the length of time, from which in no event shall exceed three (3) years from the date of its execution.

SECTION V. MEETINGS OF THE BOARD OF DIRECTORS

5.1: The Board shall meet at such times as the Board shall determine by resolution.

5.2: Special meetings of the Board may be called by a majority vote of the Board or by the President of the Board and shall be held at such place and at such time as the call or notice of the meeting shall designate. Notice of a special meeting may be given in writing or orally at least 24 hours prior to the date of said special meeting, or notice thereof may be waived by the Directors in writing. After adoption of a resolution setting forth the times of regular meetings, no notice of such meeting shall be required, or waived, but notice of special meetings of the Board shall be given.

5.3: Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting if authorized in writing, signed by all the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Association. Such meetings may be conducted by telephone when the results and authorization are subsequently filed in writing with the Secretary.

SECTION VI. QUORUM AND VACANCIES.

6.1: A majority of the directors shall constitute a quorum to transact business of the Board, and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board. If any vacancy exists on the Board, such vacancy shall be filled by the remaining Directors even though those remaining Directors might be less than quorum. Any person so elected a Director shall serve out the unexpired term of the Director whom he has replaced.

ARTICLE V.

THE OFFICERS

SECTION I. OFFICERS

1.1: The officers of the Association shall be the President, one Vice President, the Secretary, the Treasurer, the Chairman of environmental Control and such other officers and assistant officers as the Board may from time to time elect. Officers shall be member of the Board and only one (1) office may be held by the same person. All officers must be members of the Association in good standing. In lieu of elected officers, a management concern may be appointed or hired to run the Association and said fees for officers will be paid to the managing organization.

1.2: The President shall be the general managerial officer of the Association, except as otherwise determined by the Board. The president shall be vested with the powers and duties generally incident to the office of President of a not-for-profit corporation. The Vice President, in the absence of the President or in the event the President is unable or refuses to act, shall be empowered to act and shall thereupon be vested with the powers and duties of the President.

1.3: The Secretary shall keep the minutes of the business and other matters transacted at the meetings of the Board and membership. The Secretary shall mail, or cause to be mailed, all notices required under these By-Laws and communications of the Board. The Secretary shall have custody of the corporate seal, records of the Board and maintain a list of the members including current address and telephone numbers. The Secretary shall also perform all the other duties incident of the office of Secretary.

1.4: The Treasurer shall have custody of the funds of the Association, collect all monies due, pay the obligations of the Association out of it's funds, provide an accurate accounting of the funds of the Association to the Board on a monthly basis, for entry into it's minutes, and perform such other duties as are incident to the office of the Treasurer. The Treasurer shall be bonded.

1.5: The Chairman of the Environmental Control Committee shall review all applications for building, excavation and site improvements. The Chairman of the Environmental Control Committee shall issue all Building Approvals, act upon all requests for building information, maintain files of all plans, specifications, communications, applications, denials, permits and shall report all activity to the Board.

1.6: Any officer may be removed when, in the judgement of the Board and upon a majority vote of the Board, the best interests of the Association will be served by such removal.

1.7: The Board of Directors and Officers of the Association may be compensated for attendance at officially scheduled meetings of the Board in an amount not to exceed Fifty Dollars (\$50.00) per meeting, per month. The Secretary and Treasurer may be compensated on an annual basis an additional amount not to exceed Five Hundred Dollars (\$500.00). The Chairman of the Environmental Control may be compensated on an annual basis an additional amount not to exceed Eight Hundred Dollars (\$800.00).

ARTICLE VI. ENVIRONMENTAL CONTROL COMMITTEE

SECTION I. APPOINTMENT OF COMMITTEE MEMBERS

Amended
1.1: The Environmental Control Committee shall be appointed by the Chairman of the Environmental Control Committee and shall consist of at least one (1) member owning property in each platted Section of Southwind Shores Subdivision. Each member of the Environmental Control Committee may be compensated an amount not to exceed Twenty Five Dollars (\$25.00) per month for each official meeting attended by said members.

1.2: The Chairman of the Environmental Control Committee shall preside as Chairman at all regular meetings of the Committee. The Committee shall meet at a time and place designated by the Chairman, as required, and shall report its actions to the Board or Developer. The Committee shall designate an address for submission of all construction applications and plans, and shall report its findings to the applicant within twenty one (21) days of the date the Committee is in receipt of such plans. Incomplete or non-conforming plans shall first be denied in writing and then immediately returned to the applicant with comments for correction. The Chairman shall collect and receipt all construction applications.

1.3: Upon satisfactory completion of all proposed construction the Chairman shall certify satisfactory completion to the Board and shall maintain said certification in the association files. The plans and specifications for any dwelling, garages, docks, boat houses or other building to be constructed or externally altered on any lot, or for any other structure including fences and docks, or for installation of septic systems, lot clearing or driveways, shall first be approved in writing by the Environmental Control Committee prior to start of construction, installation or alteration.

1.4: Two (2) sets of all construction plans and specifications for any structure, including interior floor plans and exterior elevations, exterior materials, exterior color selections, excavating plans and an executed Southwind Shores Construction Application and Agreement must be presented to the Chairman for written approval. The plans and specifications shall also include a site plan showing the location of the structure planned within the property, including precise setback requirements imposed herein and by the local building authority. One set of approved plans shall be retained by the Committee and one set shall be returned to the applicant with written approval by the Chairman of the Committee.

1.5: Any modification of plans and specifications officially approved by the Chairman of the Environmental Control Committee shall be strictly prohibited unless first approved in writing by the Chairman of the Environmental Control Committee.

RESTRICTIONS AND COVENANTS
MODIFICATION AND ENFORCEMENT

SECTION 1. ENFORCEMENT

1.1: The Restrictions and Covenants herein contained shall run with and bind the land, and each is enforceable by the Developer, it's successors or assigns in title.

1.2: In the event of a violation or breach of any of the restrictions by any property owner or agent, the owners of lots in the subdivision or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of such terms in any event.

1.3: The Developer or it's assigns shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner if after ten (10) days written notice of such violation it has not been corrected by the owner. Any such entry and abatement or removal by the Developer or it's assigns shall not be deemed a trespass. The failure to enforce any right, restriction, reservation or condition contained in the Declaration of Protective Restrictions and Covenants, however long continued, shall not be deemed a waiver of the rights to do so hereafter, and shall not bar or affect its enforcement.

1.4: Nothing herein is to be construed so as to prevent the Developer from placing further restrictions of easements on any lot in the subdivision on which a valid sales contract has not been executed.

1.5: The Grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or subsequent owners of such lot, shall for himself and his successors or assigns, accept such deed or contract upon and be subject to each and all of these restrictions and the agreements herein contained.

SECTION II. VARIANCE AND ADJUSTMENTS

2.1: Any variance or adjustment shall be made subject to prior written approval of the Spotsylvania County Building Department or Zoning Authority where applicable. The Developer, it's successors or assigns, may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that this is done in conformity with the intent and purpose hereof and provided that, in every instance, such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the subdivision.

2.2: The Restrictions and Covenants herein contained shall not impose any restraint on any portion of land now owned or hereafter acquired by the Developer, it's successors or assigns in title, whether such land be joining, adjacent to or otherwise related in any manner to the Developer, it's successors or assigns.

2.3: The Developer may enjoin adjacent property, which the Developer may acquire, to the Subdivision providing any addition of property adjoined meets or exceeds the minimum criteria set forth in the original community plat of survey and further providing that all properties created shall be conveyed subject to this Declaration of Protective Restrictions and Covenants.

2.4: The Developer, it's successors or assigns, shall not be assessed annual dues or special assessments for any property owned by the Developer in title when such property remains on the current available sales inventory of the Developer.

2.5: The invalidation by any court of any restrictions contained in this Declaration of Protective Restrictions and Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

SECTION III. AMENDMENTS

3.1: This Declaration of Protective Restrictions and Covenants and By-Laws may be amended or modified by a majority vote of the Board, with the approval of the Developer, until the calendar year 1993. Modification or amendments following the calendar year 1992 shall be at the sole majority vote of the then existing property owners having voting rights in the Southwind Shores Property Owners Association as bonafide members.

3.2: The amount of annual dues assessment may NOT be reduced under any circumstance until the calendar year 1996, after which date any reduction of the annual dues assessment shall be by a majority vote of the membership, providing the accounts of the Association reflect a minimum cash reserve base of \$50,000.00, and under no circumstance shall any dues reduction exceed the aggregate total of collections necessary to insure collections equal to the average budget expenditures of six (6) years preceding the year a reduction in collection of annual dues is proposed.

WITNESS the following
signature and seal:

SOUTHWIND SHORES DEVELOPMENT CORP.

BY: Ronald E. Kaminski
Ronald E. Kaminski, President (SEAL)

To Wit:
STATE OF Virginia, COUNTY/CITY OF Louisa, TO-WIT:

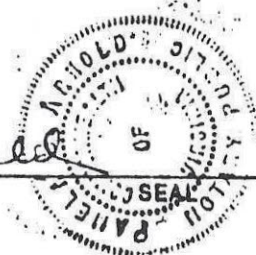
I, Pamela B. Arnold, a Notary public in and for the jurisdiction aforesaid do hereby certify that Ronald E. Kaminski whose name as President of SOUTHWIND SHORES DEVELOPMENT CORP. is signed to the foregoing writing, and in the name and on behalf of the said corporation acknowledged the said writing as the act and deed of the said corporation and made oath that he is the President of said corporation.

My commission expires: June 22, 1993

Given under my hand this 12th day of July, 1991.

RECORDED PLAT FILE 3 Pamela B. Arnold
NOTARY PUBLIC

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SPOTSYLVANIA COUNTY CIRCUIT COURT CLERK'S OFFICE, VIRGINIA, 7-13
19 91, This Declaration was
this day received in this office together with the certificate thereon admitted to State Tax
record at 2:50 o'clock, P. M. County Tax
Transfer
Recording
Add. Tax
Total

Teste: Linda Johnson, Deputy, Clerk