

40000653

SIOUAN SHORES ASSOCIATION INC.

**DECLARATION OF
PROTECTIVE COVENANTS AND AGREEMENTS**

This DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS (the "Covenants") made this 16th day of April 2014, by The Siouan Shores Association Inc, hereinafter called the Association.

These Covenants supersede and replace in their entirety, all previous covenants.

WITNESSETH:

WHEREAS, the Association desires to maintain on this property a residential community with roads and other facilities for the benefit of this community; and

WHEREAS, the Association desires to provide for the preservation of the values and amenities in this community and for the maintenance and operation of any common facilities, and to this end desires to subject the real property described in Article II to the covenants, restrictions, easements, charges, liens and terms, set forth hereinafter, each and all of which is and are for the benefit of the property and each Owner hereof.

WHEREAS, the Siouan Shores Association, Inc. is a Virginia non-stock, nonprofit corporation (the "Association") delegated and assigned the duty and power:

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

NOW, THEREFORE, the Association declares that the real property described in Article II shall be transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and terms (sometimes referred to as "Covenants and Restrictions") set forth hereafter.

ARTICLE I

DEFINITIONS

Definition of Terms

The following words, when used in this Declaration or any supplemental declaration (unless the context shall prohibit), shall have the following meaning:

- (a) "The Properties" shall mean and refer to all land described herein.
- (b) "Common Properties" shall mean and refer to those areas of land designated and/or shown upon any original recorded subdivision map of the Properties which are intended to be devoted to the common use and enjoyment of the Owners of The Properties, including open spaces, roads, drainage easements and all other common areas and/or facilities.
- (c) "Residential Lot" shall mean and refer to any plot, tract or lot of land shown upon any original recorded subdivision map of The Properties, with the exception of Common Properties defined above.
- (d) "Owner" shall mean and refer to the legal or equitable owner, whether one or more persons or entities, holding any Residential Lot, whether such ownership be in fee simple or as land contract vendee, and shall not mean or refer to a mortgagee.
- (e) "The Association" shall mean and refer to Siouan Shores Association, Inc., a Virginia Corporation.
- (f) "Legal Entities" shall include, but shall not be limited to, corporations, partnerships, associations, churches, governmental agencies, municipalities, counties, states, or the United States of America, or any agency or political subdivision of either.
- (g) "Member" shall refer to those association members as provided in Article III, Sections 1 and 2 of these Covenants.
- (h) "Setback Line" shall mean and refer to the setback line of each Residential Lot shown on the recorded subdivision plat or as provided in Article V. Section 1 of these Covenants.
- (i) "Commercial Use" shall include, but not be limited, to harvesting and sale of trees or timber, wholesale or retail operations that cause material incremental traffic in the Properties, or any other commercial use of a lot or residence that violates the quiet enjoyment of the Properties. The Board of Directors of the Association shall, at its reasonable discretion, determine whether such activities constitute Commercial Use and are, as such, prohibited by these Declarations.

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ARTICLE II

A. PROPERTY SUBJECT TO THIS DECLARATION

The real property, which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is particularly described as follows:

1a. All those certain lots or parcels of land situate and being in Meherrin Magisterial District, Brunswick County, Virginia, shown on a map made by Crutchfield and Associates, Inc., consisting of three sheets, entitled "Section A, Lots 1 – 18, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" "Section A, Lots 19 – 33, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" and "Section A, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" each dated August 2, 1990, and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, in Plat Book 12, Pages 78, 79, and 80;

1b. All that certain easement or right-of-way, 50' in width, shown as "Occanecchi Trail", "Saponi Drive", and "Siouan Court" (currently known as "Nottoway Court") on the aforesaid plat made by Crutchfield and Associates, Inc., to be used as means of ingress and egress between the property described in paragraph 1a above and Virginia State Route 723;

2a. All those certain lots or parcels of land situate and being in Meherrin Magisterial District, Brunswick County, Virginia, shown on a map made by Crutchfield and Associates, Inc., consisting of two sheets, entitled "Section B, Lots 34 – 51, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" and "Section B, Lots 52 – 57, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" each dated July 29, 1991, and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, in Plat Book 12, Pages 173 and 174;

2b. All that certain easement or right-of-way, 50' in width, shown as "Occanecchi Trail" and "Meherrin Trail" on the aforesaid plat made by Crutchfield and Associates, Inc., to be used as means of ingress and egress between the property described in paragraph 2a above and Virginia State Route 723;

3a. All those certain lots or parcels of land situate and being in Meherrin Magisterial District, Brunswick County, Virginia, shown on a map made by Crutchfield and Associates, Inc., entitled "Section C, Lots 58 – 64 & Well Lot, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" dated August 9, 1991, and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, in Plat Book 12, Page 190;

3b. All that certain easement or right-of-way, 50' in width, shown as "Occanecchi Trail" on the aforesaid plat made by Crutchfield and Associates, Inc., to be used as means of ingress and egress between the property described in paragraph 3a above and Virginia State Route 723;

4a. All those certain lots or parcels of land situate and being in Meherrin Magisterial District, Brunswick County, Virginia, shown on a map made by Crutchfield and Associates, Inc., entitled "Final Plat, Lots 65 – 76, Section D, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" dated November 14, 1995, and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, in Plat Book 13, Page 202;

4b. All that certain easement or right-of-way, 50' in width, shown as "Occanecchi Trail" and "Weanock Lane" on the aforesaid plat made by Crutchfield and Associates, Inc., to be used as means of ingress and egress between the property described in paragraph 4a above and Virginia State Route 723;

5a. All those certain lots or parcels of land situate and being in Meherrin Magisterial District, Brunswick County, Virginia, shown on a map made by Crutchfield and Associates, Inc., entitled "Final Plat, Lots 77 - 80 & 90-93, Section E, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" and "Final Plat, Lots 81 – 89, Section E, Siouan Shores Subdivision, owned by Lake Gaston Development Co., Meherrin District, Brunswick County, VA;" each dated May 30, 1996, and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, Plat Book 13, Page 258 and Page 259;

5b. All that certain easement or right-of-way, 50' in width, shown as "Occanecchi Trail" on the aforesaid plat made by Crutchfield and Associates, Inc., to be used as means of ingress and egress between the property described in paragraph 5a above and Virginia State Route 723; Parcels designated in paragraphs 1a, 2a, 3a, 4a, and 5a and right-of-ways designated in paragraphs 1b, 2b, 3b, 4b, and 5b being in all respects a portion of the property conveyed to Lake Gaston Development Company by deed of Old Dominion Area Council Boy Scouts of America, Inc., dated June 5, 1990, and recorded in the aforesaid Clerk's Office in Deed Book 247, Page 700 and Page 701.

6a. All those certain lots or parcels of land situate and being in Meherrin Magisterial District, Brunswick County, Virginia, shown on a map made by B & B Consultants, Inc., entitled "Final Plat of Lots 1-13, Section F, Siouan Shores Subdivision, located in The Meherrin District, Brunswick County, VA;" dated May 11, 1999, and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, in Plat Book 14, Page 161;

6b. All that certain easement or right-of-way, 50' in width, shown as "Occanecchi Trail" and "Siouan Court" (currently known as "Nottoway Court") on the aforesaid plat made by B & B Consultants, Inc., to be used as means of ingress and egress between the property described in paragraph 6a above and

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Virginia State Route 723;

Parcels designated in paragraph 6a and right-of-ways designated in paragraph 6b being in all respects a portion of the property conveyed to Big River Land Company, Inc., by deed of Lake Gaston Development Company, dated March 2, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 327, Page 170 through Page 175.

B. RESERVATION OF RIGHTS

The Developer, its' successors and assigns, as of 12:00 midnight on December 31, 2000, relinquishes any and all previously reserved or acquired rights and privileges. No additional lands may be added to this subdivision. As of 12:01 A.M. January 1, 2001, all rights and privileges previously reserved or acquired by the Developer, its' successors and assigns shall be delegated and assigned to the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

There shall be one class of membership in the Association. Membership shall be restricted to those persons who purchase, by Contract or by Deed (the Lot Owners), one or more Residential Lots in the subdivision. No person or legal entity having an interest in any Residential Lot as security for payment of a debt shall be a member of the Association.

Section 2. Voting Rights

The owners of Residential Lots shall constitute the members. The owner or owners, if there be more than one, of each Residential Lot shall be entitled to one vote per lot in all Association matters.

When more than one person or legal entity holds an ownership interest in any Residential lot, only one shall be a voting member. The vote for such lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any residential Lot and the Owners of such Lot shall designate the person entitled to vote prior to or at said meeting.

Section 3. Proxy Votes

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

Section 4. Quorum

A quorum, for any meeting of the membership shall be those Members present, in person or by proxy.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment

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

Section 2. Title to and Control of Common Properties

The Common Properties have been conveyed to the Association by deed of Lake Gaston Development Company dated June 28, 1997 and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia as Instrument #040002532 on November 17, 2004 and by deed of Lake Gaston Development Company dated March 3, 2005 and recorded in the aforesaid Clerk's Office as Instrument #050000480 on March 3, 2005. The Association shall retain title to and control of the Common Properties, and any part thereof, unless otherwise authorized by a two-thirds majority of the members present, in person or by proxy, at a meeting of the Association. The common properties, including improvements, shall be made subject to the provisions of the Covenants. Common Properties are for the mutual enjoyment of the Owners and are subject to the terms and provisions, conditions and restrictions stated herein.

Section 3. Extent of Members Easements

The right and easements of enjoyment thereby created are and shall be subject to the following:

(a) The right of the Association, in accordance with its By-Laws and Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and to encumber said properties as security for such indebtedness.

The members' rights and easements in the Common Properties shall be subordinate to any purchase money deed of trust given by the Association or any deed of trust given by the Association as security for funds borrowed for any improvements to the Common Properties whether or not said Deed of Trust be in existence as of the date of this Declaration or is made by the Association subsequent to the date hereof.

(b) The right of the Association to take such steps as is reasonable and necessary to protect the Common Properties against foreclosure.

(c) The right of the Association to levy special assessments or other fees for the use and maintenance of the Common Properties in addition to the annual fees hereinafter provided.

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ARTICLE V

BUILDING AND USE LIMITATIONS

The following restrictions and covenants shall apply to the property described in Article II of this Declaration.

Section 1. All property not owned by the Association shall be limited to residential use as a single family dwelling in accordance with the Residential (R1) Zoning District as defined and promulgated by the Brunswick County Zoning Ordinance in effect on January 1, 2009.

(a) Siouan Shores Subdivision is a planned residential community approved by the Board of Supervisors of Brunswick County pursuant to the Brunswick County Zoning Ordinance and is designed for the quiet and peaceful enjoyment of the owner(s), their families, and guests. Any commercial use of any lot and/or the residential dwellings, garages, boat houses, or outbuildings thereon is specifically and expressly prohibited. Furthermore, the uses of any residential dwellings and/or outbuildings as a hotel, motel, resort home, tourist home, vacation rental, bed and breakfast, or any other category wherein the land, structure or any part thereof is rented, leased, or loaned, is strictly prohibited with the exception that a long-term single family rental of at least six (6) months or more of the residential dwelling shall be permitted. Written notification of such Contract Lease Agreement must be made to the Board of Directors within 72 hours of the signed contract.

(b) Approved Long Term Rental Contracts shall not be sublet by the tenant without prior approval of the owner and the Board of Directors of the Association.

(c) No building shall be erected, altered, placed or permitted to remain on any residential lot other than a private, single-family, residential dwelling, and private garages or outbuildings incidental thereto.

(d1) All residential buildings constructed shall have a minimum of one thousand four hundred (1,400) square feet of finished and conditioned floor area on the main floor, exclusive of open porches, patios, attached garages, basements or similar extensions.

(d2) The primary roof shall have a minimum pitch of 5/12 and all roofs shall have an overhang of not less than 12 inches on each gable and soffit.

(e) No industrialized home (modular home), manufactured home (mobile home; e.g., single or multiple wide), basement, tent, shack or garage shall be used on any lot at any time as a residence, either temporarily or permanently. No camping shall be permitted on any lot.

(f) No building shall be erected, placed or altered on any premises in said development until the building plans, and plot plan showing the location of the building, have been approved as to its relationship to existing structures, location with respect to topography and finished ground level and general appearance, by the authorized representative of the Siouan Shores Association, its successors or assigns, prior to commencement of any construction. Building plans (including elevations) shall be a full set of scaled drawings and plot plans shall show setback dimensions from all property lines. Failure to approve or disapprove such plans within sixty (60) days after such plans have been submitted will mean such approval will not be required and this covenant will be deemed to have been fully complied with.

(g) All building materials used in the exterior construction of any structure shall be either new materials, native stone or cleaned old brick, unless otherwise requested and approved per the Variance provisions described in Section 2 of this Article.

(h) Poured or pre-cast concrete, cinder or concrete block, asphalt shingles, tar paper or metal shall be prohibited as a major exterior building material, except as noted below. Asphalt roofing shingles may be used for a roof. The use of alternate roofing material may be allowed, if requested and approved per the Variance provisions described in Section 2 of this Article. Poured or precast concrete or cinder or concrete block may be used for foundations, but shall not be employed as "above ground" exterior walls unless the exterior surface of such walls is fully and permanently faced with stucco, brick or stone. Exposed concrete or cinder block is strictly prohibited.

(i) The collection or accumulation of trash, garbage, or rubbish must be removed from the premises and all property shall be kept in an orderly and sanitary condition at all times.

(j) No metal fencing shall be allowed on any lot or portion thereof, except as noted in this Section. Decorative fencing, consisting of wood, vinyl, or wrought iron is permissible. Vinyl-clad metal fencing placed behind the aforementioned decorative fencing is also permissible provided the vinyl-clad metal fencing does not extend above the top rail of the decorative fence. Privacy fences and any fence exceeding four (4) feet in height may be allowed, if requested and approved per the Variance provisions described in Section 2 of this Article.

(k) No lot or portion of a lot is to be clear-cut, except for the building site, driveway, and drain field. No other healthy hardwood trees over thirty (30) inches in circumference - measured at a height four (4) feet above ground - are to be removed except where such trees create a safety hazard.

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(l) All mailboxes shall be properly maintained and of a conventional style. -

(m) Exterior lights shall be installed in such a manner as to protect your neighbor's privacy. No automatic (dusk-to-dawn) overhead security lights are to be allowed on any lot, including pole-mounted lights supplied by the Power Company. Exterior lighting mounted to the dwelling and controlled by either manual switching or motion detector(s) is permissible.

(n) All outbuildings must have roofs of the same type and color as the roofing on the majority of the residential dwelling. All boathouses having "A-Type" roofs must have roofs of the same type and color as the roofing on the residential dwelling. All boathouses having flat roofs are prohibited from using, exposed unfinished metal, fiberglass or plastic panels as a covering material. Any and all siding applied to a boathouse or outbuilding must be the same type used on the residential dwelling; however, if the residential dwelling is not to be constructed with siding, then the boathouse or outbuilding siding must be approved by the authorized representative of the Siouan Shores Association, its successors or assigns. Any boathouse, which has a flat roof, must be constructed such that the roof slopes toward the lake.

(o) No noxious, offensive, or illegal activities shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(p) No motorized recreational off-road vehicles, (i.e., trail bikes, three wheelers, ATV's), shall be used within the subdivision. However, golf carts (or other low-speed vehicles as defined in Virginia State Code, Section 46.2-100) will be permitted. Operators of such vehicles shall hold a valid drivers license or shall be accompanied by an adult with such license.

(q) The entire exterior of any buildings must be completed within one year after, the issuance of a Building Permit, unless the Owner has requested a variance and such delay has been approved per provisions described in Section 2 of this Article.

(r) No commercial billboards, signboards or unsightly objects of any kind shall be permitted on any lot or structure associated with that lot. However, the owner or his representative may advertise his residential lot for sale by use of a single "For Sale" sign placed on the roadside adjacent to the driveway; if the property adjoins the lake, one additional "For Sale" sign may be placed so as to be seen from the lake. Such "For Sale" signs shall not exceed 600 square inches in size and shall be promptly removed once

the subject property has been sold. Also, during construction, a single sign may be erected by the contractor; no construction site shall have more than one sign, of any nature, at any given time.

(s) All telephone, electric and other utility lines and connections between the main utility lines serving the premises and any building constructed on any building site shall be concealed and located underground so as not to be visible. Buyer shall be responsible for paying for underground utilities from the location on individual lots to the house site.

(t) A lot or lots may be made subject to further covenants, conditions and restrictions, as set forth in the deed to a purchase, relating to the location of a building on a lot and as to the use of a lot in conjunction with adjacent property, including that area inundated by Lake Gaston immediately in front of a lot. Plans for all boathouses, piers, docks, wharves and landing facilities shall be submitted to the authorized representative of the Siouan Shores Association, its successors or assigns, and to other regulatory agencies as required.

(u) No antenna or receiver dish not otherwise permitted by FCC Ruling 47 CFR Section 1.4000 shall be allowed.

(v) All structures intended for occupancy must be equipped with inside plumbing facilities. No outside toilet or privy shall be constructed or used on any lot, except that a portable toilet facility (such as a Port-a-John) is required at all building sites until such time as inside plumbing in the residential dwelling is available and said plumbing is in compliance with the requirements of the Brunswick County, Virginia, Health Department.

(w) No animals, livestock (including horses) or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purposes, and they shall not be permitted to interfere with the right of quiet and safe enjoyment of other persons owning property in the subdivision. Pets shall be confined to their yards, unless accompanied and controlled by their owner.

(x) All fuel tanks shall be underground or adequately concealed

(y) All sanitary plumbing, septic tanks and disposal of waste shall conform to the minimum requirements of, and be approved by, the Health Department of Brunswick County, Virginia.

(z) Only one (1) residential dwelling shall be erected on any single original lot, and no original lot shall be subdivided into two (2) or more lots.

(aa) One (1) residential dwelling may be erected on two (2) or more original lots.

the subject property has been sold. Also, during construction, a single sign may be erected by the contractor; no construction site shall have more than one sign, of any nature, at any given time.

(s) All telephone, electric and other utility lines and connections between the main utility lines serving the premises and any building constructed on any building site shall be concealed and located underground so as not to be visible. Buyer shall be responsible for paying for underground utilities from the location on individual lots to the house site.

(t) A lot or lots may be made subject to further covenants, conditions and restrictions, as set forth in the deed to a purchase, relating to the location of a building on a lot and as to the use of a lot in conjunction with adjacent property, including that area inundated by Lake Gaston immediately in front of a lot. Plans for all boathouses, piers, docks, wharves and landing facilities shall be submitted to the authorized representative of the Siouan Shores Association, its successors or assigns, and to other regulatory agencies as required.

(u) No antenna or receiver dish not otherwise permitted by FCC Ruling 47 CFR Section 1.4000 shall be allowed.

(v) All structures intended for occupancy must be equipped with inside plumbing facilities. No outside toilet or privy shall be constructed or used on any lot, except that a portable toilet facility (such as a Port-a-John) is required at all building sites until such time as inside plumbing in the residential dwelling is available and said plumbing is in compliance with the requirements of the Brunswick County, Virginia, Health Department.

(w) No animals, livestock (including horses) or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purposes, and they shall not be permitted to interfere with the right of quiet and safe enjoyment of other persons owning property in the subdivision. Pets shall be confined to their yards, unless accompanied and controlled by their owner.

(x) All fuel tanks shall be underground or adequately concealed

(y) All sanitary plumbing, septic tanks and disposal of waste shall conform to the minimum requirements of, and be approved by, the Health Department of Brunswick County, Virginia.

(z) Only one (1) residential dwelling shall be erected on any single original lot, and no original lot shall be subdivided into two (2) or more lots.

(aa) One (1) residential dwelling may be erected on two (2) or more original lots.

(bb) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a Building Occupancy permit has been issued.

(cc) No stripped-down, partially wrecked, or junked motor vehicle, watercraft or trailer or sizeable part thereof, shall be permitted to be parked on any street in the subdivision or on any lot in such a manner as to be visible to the occupants of other lots within the subdivision or to the users of any street therein.

(dd) Unless otherwise shown on the recorded subdivision plat as having a greater requirement, setback lines of thirty-five feet (35') are established on all front lines (those lines adjoining the roadway, fifteen feet (15') on all side lines and twenty-five feet (25') on all rear lines (those lines adjoining Lake Gaston) of all lots in the Subdivision.

(ee) There have been constructed two joint boathouses, each with four slips for the use of the owners of lots 1 through 8, inclusive. Each owner of lots 1 through 8 will be conveyed one of such boat slips, and said owners will share equally in the cost of any upkeep of said joint boathouses. In the event that the owners of said boathouses do not responsibly maintain the boathouses (and the slips and storage sheds thereon) in a good and safe condition, the Association will, after due notice, have the authority, but not the duty, to make the necessary repairs and the said owners shall be responsible for the costs incurred. The Association shall have a lien on the subject property until the cost of said repairs has been paid in full. The Association shall bear no responsibility or liability for any injury or damage incurred on said boathouses (or the slips or storage sheds thereon).

(ff) There has been constructed a group of boat docks as shown on a plat made by Crutchfield & Associates, Inc., dated July 12, 1995, entitled "Plat of Proposed Boat Docks, Siouan Shores Subdivision, Meherrin District, Brunswick County, VA Owned by Lake Gaston Development Co.", and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia in Plat Book 14, Page 58.

These docks are subject to the provisions of Article XI of these Covenants.

The Association shall bear no responsibility or liability for any injury or damage incurred on said boat docks (or the slips thereon).

(gg) The owners of lots 16B and 28B are prohibited from removing any trees from said lots other than those necessary for placement and maintenance of drain fields and septic tanks and no structure of any type shall be constructed or erected thereon.

Section 2. Variance

The purpose of the foregoing building and use limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his residence with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to the other owners. Any reasonable change, modification or addition to the foregoing shall be considered by the Siouan Shores Board of Directors and, if so approved and signed by a two-thirds majority of said Directors, will then be submitted in writing to the affected property owners; and, if so consented to in writing by the affected property owners, shall be recorded in the permanent records of the Association and upon recordation shall be as binding as the original covenants.

ARTICLE VI

SANITARY FACILITIES AND UTILITIES

Section 1. Privies Prohibited

No outside toilet or privy shall be constructed or used on any Lot in the subdivision, except that a portable toilet facility (such as a Port-a-John) is required at all building sites until such time as inside plumbing in the residential dwelling is available and said plumbing is in compliance with the requirements of the Brunswick County, Virginia, Health Department.

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

Section 2. Septic Tanks

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

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

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

ARTICLE VII

WATER SYSTEM

A central water system has been installed in the subdivision from which water service will be extended to a boundary line of each lot (the lot line). The central water system, which includes the wells, storage and pumping facilities, trunk and distribution lines, are owned and maintained by a private corporation (hereinafter "Provider").

The water service will not afford fire protection to the community.

The Provider shall warrant that the water system will meet the minimum requirements of the State of Virginia for single-family domestic household purposes.

ARTICLE VIII

STREETS WITHIN THE SUBDIVISION

Section 1. Construction

The Developer has constructed all streets in the subdivision shown on the Plats mentioned in Article II above. The Developer has paved the roads so as to provide a two-lane wearing surface 18 feet wide.

PLEASE NOTE THAT THESE STREETS WERE NOT CONSTRUCTED ACCORDING TO THE STANDARD OF SPECIFICATIONS OF THE STATE DEPARTMENT OF TRANSPORTATION FOR THE COMMONWEALTH OF VIRGINIA AND NO LOCAL OR STATE GOVERNMENTAL AGENCY WILL BE RESPONSIBLE FOR THE REPAIR OR MAINTENANCE OF SAID STREETS. THE PARTIES OF THE DEED WILL HOLD ALL LOCAL AND STATE AGENCIES HARMLESS FROM ALL LIABILITY OR EXPENSE CONCERNING ROAD STANDARDS AND MAINTENANCE WITHIN THE ABOVE SUBDIVISION AND THIS IS A COVENANT, WHICH RUNS WITH THE LAND.

The streets as shown on the plats have a minimum dedicated right of way of fifty (50) feet in width. They have been constructed and afford legal and physical access by conventional vehicular and pedestrian traffic to each of the lots.

The Developer represents to the Association that the streets have a graded and graveled wearing surface at a minimum depth of 6 inches.

Section 2. Ownership and Maintenance

The streets are owned and will be maintained by the Siouan Shores Association, its successors or assigns.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien

Subject to the later provisions of this Article, an annual assessment (the Assessment) is hereby established and levied on each residential lot. The Assessment is hereby made, and shall remain a continuing lien of the Residential lots. In addition, the Assessment shall remain the personal obligation, jointly and severally, of the Owners, their successors and assigns.

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

- (a) the principal amount thereof;
- (b) interest at 10% per annum from and after the due date (hereinafter defined) thereof;
- (c) a late payment charge of 25% of the principal amount of the Assessment if it is not paid within thirty (30) days after its due date;
- (d) all court costs incurred by the Association in the collection of any unpaid Assessment (principal, interest and penalty); and
- (e) attorney fees of 33-1/3 % of the total amount of the Assessment, including principal, interest and penalty.

Section 2. Purpose of the Assessment

The Assessment shall be used by the Association:

A. To maintain, renovate, improve, operate and administer the Common Facilities including, by way of amplification and not limitation, the street, roads, and easements within the subdivision; and

B. To construct, maintain, renovate, operate and administer such additional common facilities in the subdivision as the Association may deem necessary and proper; for the benefit and enjoyment of the Owners to the end that value of the Property shall be protected, promoted and enhanced. The covenant of maintenance herein contained shall be deemed to mean that the streets and roadways within the subdivision shall be maintained to reasonably and seasonably afford access to each lot in the subdivision by conventional motor vehicles.

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The Common facilities and easements shall be maintained in a reasonable and prudent manner and shall be kept reasonably free of trash, debris and refuse, the area of which shall periodically be bush-hogged or mowed.

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

Section 3. Amount of Annual Assessment – Due Date

The Annual Assessment shall be as set by the Siouan Shores Board of Directors, and shall be due and payable, in advance each year as specified in the By-Laws of the Association

Section 4. Annual Assessment – Increase

The Board of Directors of the Association may increase the Assessment upon thirty (30) days prior written notice to the owners, but the amount of any increase shall not exceed 25% of the assessment in any annual assessment period.

The increase shall be for such duration as the Board of Directors shall determine and shall be adopted by a two-thirds majority of said Directors.

Section 5. Special Assessment – Establishment – Levy

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

The proposed special assessment shall be deemed enacted and shall become a lien on said Residential Lots in the subdivision upon approval of a majority of the voting members present in person or by proxy at any meeting of the membership which is held in accordance with the provisions of this section.

Section 6. Duties of the Board of Directors - Assessment

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

The Board of Directors of the Association shall send an annual notice of the Assessment to each owner of record each year as specified in the By-Laws of the Association. The Board of Directors of the Association shall send a notice of any special assessment to each member within 15 days after the enactment of any such assessment. Failure by the Board

of Directors to send the notice of assessment (annual or special) shall in no way abrogate the lien of the Assessment nor the personal obligation of the owner for the payment of the same.

Section 7. Nonpayment of Assessment, Regular or Special – Enforcement

If any assessment, regular or special, remains unpaid more than thirty (30) days beyond its due date, as herein provided, the Association shall forthwith prepare and file in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, wherein the land lies, a NOTICE OF DECLARATION OF LIENS stating:

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

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

Section 8. Subordination of Lien to Deed of Trusts, Mortgages, and Taxes

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

- (a) Taxes levied by the United States of America, the State of Virginia, County of Brunswick, Virginia, or any governmental agency or political subdivision of either.
- (b) To any purchase money deed of trust or mortgage whether or not any other person or legal entity is the beneficiary.
- (c) To any other deed of trust or mortgage executed as security for a valid debt.

Provided, however, such subordination shall apply only to assessments which become due and payable prior to the sale of the Residential Lot to which it has attached in a foreclosure proceeding under the Deed of Trust or mortgage, or sale in a proceeding to enforce a tax lien, or other judicial proceeding to enforce the security interest of the Beneficiary of such Deed of Trust or mortgage.

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Subsequent assessments shall not be adversely affected by any such sale or transfer and shall not relieve the property from liability therefor. The personal obligation of the Owner for payment of the Assessment shall not in any instance be terminated or otherwise affected by such sale or foreclosure proceeding, whether or not the Assessment became due prior to or subsequent to the foreclosure proceeding or sale.

Section 9. Exempt Property

The following property, subject to this Declaration, shall be exempt from the Assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein devoted to public use;
- (b) All Common Properties as defined herein;
- (c) All properties exempt from taxation pursuant to the laws of the State of Virginia, or the United States of America to the extent of such legal exemption; and
- (d) Residential Lots owned or held by the Siouan Shores Association, its successors or assigns.

ARTICLE X

UTILITY AND DRAINAGE EASEMENTS

Easements are reserved unto the Association for the purpose of conveying to public utility companies the necessary easements along and within the front line, rear line and side lines of all lots in the subdivision, for the construction and perpetual maintenance of conduits, telephone lines, electrical lines, buried cables and buried wires and for other public and quasi-public utilities; for drainage; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

ARTICLE XI

JOINTLY-OWNED BOAT DOCKS AND SLIPS

A group of boat docks has been constructed within Siouan Shores and located adjacent to the common property between Lot 57 and Lot 65 for the purpose of providing water access to off-shore lot owners of Siouan Shores. These docks are shown on a plat made by Crutchfield & Associates, Inc., dated July 12, 1995, entitled "Plat of Proposed Boat Docks, Siouan Shores Subdivision, Meherrin District, Brunswick County, VA Owned by Lake Gaston Development Co.", and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia in Plat Book 14, Page 58. Each dock contains 8 boat slips.

The Siouan Shores Boat Slip Owners Association, Inc., hereinafter called the Boat Slip Association, a non-stock, nonprofit corporation chartered by the State of Virginia, shall be responsible for the repair and maintenance of these docks as well as any associated liability.

Members of the Siouan Shores Homeowners Association, Inc. who also own a deeded slip on one of the aforementioned jointly-owned boat docks shall be a member of the Boat Slip Association. Each such member shall abide by the rules and regulations as set forth in the By-Laws of the Boat Slip Association.

Each Slip located within the docks shall be assigned a number or letter and will be accessible by means of the common property owned by the Boat Slip Association located between Lot 57 and Lot 65.

A Slip may only be purchased by a Residential Lot owner of Siouan Shores.

Boat slips that are not being used by their owners may be leased, rented, or loaned at the owner's discretion to Residential Lot owners of Siouan Shores. Use of a boat slip by anyone other than a Residential Lot owner of Siouan Shores, their family, and guests is strictly prohibited.

Whenever a Residential Lot owner, who also owns a boat slip, sells his Residential Lot, he must also sell his boat slip. The boat slip must convey to the new owner of the Residential Lot, or must be sold to another Residential Lot owner within Siouan Shores.

The assessment of any fees fixed, established, or levied by the Boat Slip Association upon its members shall be in addition to the annual assessment to be paid to the Siouan Shores Association required under Article IX of this Declaration.

The Siouan Shores Association shall bear no responsibility or liability for any injury or damage incurred on said boat docks, the slips thereon, or the common property leading thereto.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration

The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Siouan Shores Association, its successors or assigns, the Owner of any land subject to this Declaration, his legal representatives, heirs, successors and assigns.

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Section 2. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration, or any amendments or additions, shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement

Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and to enforce any lien created by these Covenants against the land. Failure by the Association to enforce any Covenants or Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability

Invalidation of any of these Covenants or Restrictions by judgment or Court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 5. Communications between the Board of Directors of the Association and Owners

The nature and delivery of communications between the Board of Directors of the Siouan Shores Homeowners Association, Inc. and Owners (including but not limited to notices, votes, and / or proposed changes in Declarations, etc.) shall be governed by the provisions set forth in the Virginia State Code Title 55, Chapter 26, Section 55-515.3 entitled "Use of Technology."

The Association shall utilize the most advanced technology available at that time and as is generally accepted in business practices.

If any Owner does not have the capability or desire to conduct business using electronic transmission or other equivalent technologic means, such Owner shall indicate to the Association in writing that it desires to conduct business with the Association without use of such electronic or other means. The Association, at its expense, shall make reasonable accommodation for such requests.

IN TESTIMONY WHEREOF, The Siouan Shores Board of Directors has caused this instrument to be executed on behalf of the Siouan Shores Association, it's successors or assigns by Sherry Herzing, President.

WITNESS the following signature and seal:

Siouan Shores Association Inc.

By: Sherry Herzing (SEAL)
Sherry Herzing, President

STATE OF VIRGINIA
COUNTY OF Brunswick

The foregoing was acknowledged before me this 16th day of April, 2014, by Sherry Herzing, President of Siouan Shores Association, Inc., on behalf of the Association.

Cheryl C. Howerton
Notary Public # 109475

My commission expires: 03/31/2016

IN TESTIMONY WHEREOF, The Siouan Shores Board of Directors has caused this instrument to be executed on behalf of the Siouan Shores Association, it's successors or assigns by Sherry Herzing, President.

WITNESS the following signature and seal:

Siouan Shores Association Inc.

By: Sherry Herzing (SEAL)
Sherry Herzing, President

STATE OF VIRGINIA
COUNTY OF Brunswick

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Cheryl C. Howerton
Notary Public #109475

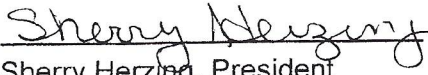
My commission expires: 03/31/2016

CERTIFICATION PURSUANT TO
SECTION 55-515.1 OF THE CODE OF VIRGINIA

The undersigned, Sherry Herzing, President of Siouan Shores Association, Inc. ("Association") hereby certifies, pursuant to Section 55.515.1 (F) of the code of Virginia, 1950, as amended, that the requisite majority of the lot owners of the Association, as required by subsection D of the aforesaid Code Section, have rectified the foregoing Amended Declaration of Protected Covenants and Agreements of Siouan Shores Association Inc.

IN WITNESS WHEREOF, Siouan Shores Association, Inc. has caused this instrument to be executed on its behalf, by its President with proper authorization this 16th day of April 2014.

Siouan Shores Association, Inc.


Sherry Herzing, President
Siouan Shores Association, Inc.

INSTRUMENT #140000453
RECORDED IN THE CLERK'S OFFICE OF
BRUNSWICK COUNTY ON
APRIL 16, 2014 AT 03:40PM

V. EARL STANLEY, JR., CLERK
RECORDED BY: JGN

