

Granite Hall Shores
Dedication of Plat and Declaration of
Protective Covenants
April 23, 2002

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Atlantic Land and Timber, Inc., a Virginia corporation, ("Declarant") has recorded or will record preceding the recordation of this Declaration of Protective Covenants a plat of a subdivision known as Granite Hall Shores ("Subdivision") located in Palmer Springs Magisterial District, Mecklenburg County, Virginia, more particularly described by a survey and plat thereof prepared by Marvin L. Crutchfield, C.L.S. (Crutchfield & Associates, Inc.) consisting of five sheets dated January 23, 2002, bearing File # 01141.CRD/01141S1.DWG recorded in the Clerk's Office of the Circuit Court of Mecklenburg County,, Virginia (the "Clerk's Office") in Cabinet 1, Slide 337, Pages 5-9 (the "Plat") bearing caption "Final Plat, Lots 1-45, Granite Hall Shores" to which reference is made, the same being incorporated herein by reference.

The Plat is a subdivision of a portion of the land conveyed the Declarant by deed of Warren Land Company, Inc., a North Carolina corporation domesticated for business in the Commonwealth of Virginia, dated January 15, 2002, recorded January 24, 2002, in the Clerk's Office as Instrument Number 020000515.

All lots in Granite Hall Shores Subdivision shall be subject to the following protective covenants, conditions, and restrictions and easements which shall run with the land and shall be binding upon the Declarant and all subsequent owners of the lots shown in the Plat and any and all land that might be added to the Subdivision by the Declarant at a later date.

ARTICLE I
DEFINITIONS

- (1) "Association" shall mean and refer to Granite Hall Shores Property Owners' Association, Inc., its successors and assigns. The Association has been chartered by the State Corporation Commission of Virginia as a non-stock, not-for-profit corporation.
- (2) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including the Declarant, of the fee simple title to any lot which is a part of the Subdivision, but excluding those having an interest merely as security for the performance of an obligation.
- (3) "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (4) "Lot" shall mean and refer to any numbered or lettered parcel of land shown upon the Plat.

ARTICLE II
MEMBERSHIP, VOTING RIGHTS, AND OBJECTIVES

- (1) Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from the Lots.
- (2) The Association is required to secure and maintain a third party liability insurance policy in the principal amount as may be required by the State of Virginia or Federal law from time to time.
- (3) The Association shall be controlled by the Declarant until December 31, 2003, or until three-fourths (3/4ths) of the Lots in the Subdivision have been sold by it to unrelated third parties or until the Declarant otherwise relinquishes its voting rights and control of the Association, whichever first occurs. The Subdivision will contain a maximum of ninety-eight (98) Lots.

Each Lot shall have as an appurtenance thereto one and only one vote in all Association matters. All votes in all Association matters shall be cast by the Declarant until such time as the Declarant relinquishes control of the Association as provided in this subparagraph (3) of Article II.

The initial Board of Directors, appointed by the Declarant shall consist of two (2) members. After the Declarant's control of the Association is relinquished, the number of Directors may be increased or decreased according to the Bylaws.

The first meeting of the Association shall be held on or before June 30, 2003, and shall be called by the initial Directors. The meeting shall be held in Mecklenburg County, Virginia, at a location to be designated by the initial Board of Directors.

- (4) Proxy votes shall be permitted at any regular or special meeting of the Association.
- (5) The Declarant shall have one vote per Lot whether or not the Lots are held by it in its initial inventory or whether they were reacquired by repurchase, forfeiture or foreclosure.
- (6) The Duties and Responsibilities of the Property Owners' Association shall include, but not be limited to the following:
 - (a) Maintain Property Owners' Association, periodically elect officers and directors, and establish and collect fees and dues;
 - (b) Maintain Financial Records in accordance with usual and customary accounting standards and principles;
 - (c) Administer the upkeep of the roads and improvements to the Granite Hall Shores Subdivision Common Area in a reasonable and proper state of repair to the end that the value of the Subdivision and the welfare of the Owners and their guests will be promoted, protected and enhanced.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENT

(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 Lot. The Assessment shall apply to any Lot reacquired by the Declarant by repurchase, reconveyance, or repossession.

The Assessment is hereby made and shall remain a continuing lien on the Lots. It is and shall be deemed a covenant to run with the land.

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

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

- (a) the principal amount thereof; and
- (b) a late payment charge of 25% of the principal amount of the annual Assessment if it is not paid on or before the 10th day following its due date; and
- (c) interest at 10% per annum computed on the sum of the annual Assessment, accrued unpaid interest and the late payment penalty from and after the due date thereof (hereinafter defined); and
- (d) all Court costs incurred by the Association in the collection of any unpaid Assessment (principal, penalty, and interest); and
- (e) attorney fees of 33-1/3% of the total amount of the Assessment including principal, penalty, and accrued unpaid interest.

(2) Purpose of the Assessment.

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

- (a) to maintain, renovate, improve, operate and administer the Common Property including the streets and road to and within the Subdivision;
- (b) to construct, maintain, renovate, operate and administer such additional common property as the Declarant and/or the Association may designate from time to time for the benefit and enjoyment of the Owners to the end that the value of the Property shall be protected, promoted and enhanced. The Common Property shall be maintained in a reasonable, prudent and sightly manner and shall be kept reasonably free of trash, debris, and refuse;
- (c) for snow and ice removal.
- (d) for the payment of taxes and insurance upon or with reference to the Common Property.

(3) Amount of Annual Assessment - Due Date.

The annual Assessment is \$200.00 per Lot.

The Assessment is due and payable, in advance, beginning on January 2, 2002, and thereafter on January 2nd of each succeeding year (the Due Date). The Assessment shall not be prorated for any portion of any year.

Subject to the provisions of Article IV(15), the Declarant is obligated to construct and initially maintain the roads and rights-of-way to and within the Subdivision. In exchange for its obligation, the Declarant shall not pay the Assessment otherwise due on any Lot held by it in its original inventory of unsold Lots.

(4) Annual Assessment – Increase.

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

(5) Quorum.

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

(6) Notice.

The Association shall send an annual notice of the Assessment to each Owner on or before December 1st of each year commencing December 1, 2002. Failure of the Association to send the notice of assessment shall in no way abrogate the lien of the Assessment nor the personal obligation of the Owner for the payment of same.

(7) Nonpayment of Assessment, Annual or Special - Enforcement.

If any assessment remains unpaid more than 30 days beyond the Due Date, the Association shall file NOTICE OF DECLARATION OF LIEN in the manner prescribed by applicable law 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 Lot to which the lien attaches;
- (f) date on which the lien commenced; and
- (g) such other information as may be required by the statutes of the Commonwealth

of Virginia for such cases so made and provided.

Thereafter, the Association may proceed by the then appropriate legal action, in law or in equity, in personam against the Owner and/or in rem against the land to enforce the lien.

(8) Subordination of Lien to Deeds of Trust, Mortgages and Taxes.

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

- (a) taxes levied by the United States of America, the Commonwealth of Virginia or political subdivision of either;
- (b) to any Purchase Money Deed of Trust or mortgage;
- (c) to any other Deed of Trust or mortgage executed as security for a valid debt;
- (d) to any mechanics or materialmans lien,

provided, however, such subordination shall apply only to assessments which become due and payable prior to the sale of the Lot to which it attached in a foreclosure proceeding under a Deed of Trust, or to a sale in a proceeding to enforce a tax lien, or to any other judicial proceedings to enforce the security interest of the person or legal entity entitled thereto.

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

(9) Exempt Property.

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

- (a) All Property to the extent of any easement or other interest therein devoted to public use;
- (b) All property defined in Article I(4) owned by the Declarant and held by it in its original inventory of unsold Lots;
- (c) All property exempt from taxation pursuant to the laws of the Commonwealth of Virginia or the United States of America to the extent of such exemption;

ARTICLE IV
USE RESTRICTIONS

(1) No signs or advertising of any nature and no flags of any description shall be erected or maintained on any Lot, except for sale or rental signs not to exceed six (6) square feet in area (said signs must comply with Mecklenburg County Ordinances relating to the erection of signs), except for directional and informational signs provided by the Declarant.

(2) Resubdivision of the Lots is prohibited.

(3) No Owner of any Lot shall interfere with the natural drainage of surface water from such Lot to the detriment of any other Lots. Consequently, in the construction of driveways into any Lot, a minimum twelve inch diameter culvert shall be used in constructing the driveway in order to facilitate natural drainage. No parking that obstructs traffic is permitted upon any road within the property, and as part of the development of any Lot, the Owner shall provide adequate off-road parking for himself and his guests.

(4) Due to the unsightliness of junk vehicles, no motor vehicle or trailer which does not have current license plates or an inspection sticker not more than six months out of date shall be permitted on any Lot.

(5) No building of a temporary nature shall be erected or placed on any Lot except those customarily erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve months.

(6) No more than one single family residence shall be erected on a Lot. Residences on waterfront Lots shall contain a minimum of 1,500 square feet for a single story or ranch style residence and a minimum of 1,800 square feet for a two story residence. Residences built on non waterfront Lots shall have a minimum of 1,000 square feet for a single level home and 1,200 square feet for a two story home. The square foot minimum requirement is of heated living area, excluding basement, garage, porch, carport, deck and overhanging eaves. All exterior construction must be completed and closed in within 12 months of the commencement of construction. No exterior siding of masonry block or cinder block shall be permitted. All structures must have a minimum roof pitch of 5/12 and a minimum overhang of 12" on each front, rear, end and side wall.

MOBILE HOMES, MODULAR ON-FRAME HOMES AND MANUFACTURED ON-FRAME HOMES ARE ABSOLUTELY PROHIBITED IN THE SUBDIVISION. The terms "mobile home", "modular on-frame home" and "manufactured on-frame home" prohibited for location, erection or use within the Subdivision are defined as any structure(s), however

denoted, built on a permanent chassis or frame transportable in one or more sections or units, ("Unit"), having an exterior tongue, detachable or not, to enable the Unit or any part or component thereof to be towed or moved from one location to another by use of an external motorized power source, said Unit being designed for use as a dwelling for human habitation whether or not the Unit is or may be erected on piers, pilings or exterior weight-bearing foundation walls. The Unit may or may not have a Manufacturer's Certificate of Origin and/or Serial Number and it may or may not be built to the BOCA or other comparable building code(s).

(7) Each Lot shall be used for residential purposes only, and any garage, or barn must conform generally in appearance and material with any dwelling on said Lot. Pets must be fenced in or otherwise prevented from roaming. Except for swimming pools, tennis courts and/or pet enclosures, no chain link fences are permitted.

Camping on the Lots or in the common areas within the Subdivision is absolutely prohibited. No motor home or mobile home shall be located, used or occupied on any Lot at any time.

(8) No livestock, poultry or animals shall be permitted in the Subdivision except family household pets (dogs and cats). Household pets shall not be maintained for commercial purposes and they shall not be permitted to interfere with the right of quiet enjoyment of other persons owning property in the Subdivision. Mecklenburg County does not have a leash law. Nonetheless, the Owner(s) of domestic household pets (dogs and cats) must confine their animals to the boundary of their respective Lots.

(9) The Owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any Lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of the subdivision road damaged by equipment of Owner or his contractor enroute to or from or at the Owner's Lot. All Lots, improved or unimproved, must be maintained by the Owner in a neat and orderly condition at all times. No garbage, trash, or inoperable vehicle or other debris shall be permitted to accumulate or remain on any Lot.

(10) No Building shall be erected closer than fifty (50) feet from the front property line, ten (10) feet from the side property lines, and thirty (30) feet from the rear property line, except those lines shared with property owned by Virginia Power in which case the set back line shall be not less than 15 feet. The building set backs may be further restricted by the setback lines as noted on the Plat.

(11) Each residential Lot is subject to the following general and specific easements that are reserved for the use and benefit of public or private utility or service companies for electricity, telephone, water, sewer, gas, or cable TV service, and drainage:

- (a) Side lines: 10 feet;
- (b) Front line (street): 20 feet;
- (c) Rear line (water front): 10 feet;
- (d) Rear line (non water front): 10 feet.

The Declarant may convey utility easements in the designated area to the appropriate utility or service company whether or not the individual lot encumbered thereby has been conveyed to a third party.

Additionally, an easement for the drainage of surface water is reserved within the area designated for utility easements as set forth above.

If the recorded subdivision plat requires or denotes a lesser easement than those set

forth herein, the provisions of the Covenants as to easements shall control and the conflicting provisions as set forth on the Plats, if any, are deemed amended to accord with the provisions of the Covenants.

The easements may be used for the construction, reconstruction, operation and maintenance of utility conduits, poles, wires, pipes and component fixtures appurtenant thereto and shall include the right to trim or cut any trees, brush, shrubs or grass ("Vegetation") which interferes or threatens to interfere, with the construction, operation and maintenance of the utilities whether or not the Vegetation is actually located upon or situate within the reserved area above mentioned. The Declarant, for it and its successors or assigns, reserves the right to clear, grade and maintain the drainage easements so as to afford physical ingress and egress over the easement area to, from, and within the Subdivision and any other property adjacent thereto.

(12) No Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers screened from the public view. All raw materials must be kept from the public view.

(13) Overhead utilities are not permitted. The Declarant shall install or cause the installation of underground electrical, telephone and water lines, at its expense. The underground utility systems shall be extended to a point of intersection with each Lot line ("Delivery Point"). Each Lot Owner shall be responsible for and shall pay the cost of extending utility service and lines from the Delivery Point to the site of need on the Owner's individual Lot.

The utility service shall be extended to the Delivery Point and service will be available on or before April 30, 2003.

(a) Sewage Disposal: Each Lot must be served by a free-standing, on-site septic/sewage disposal system. All sanitation facilities shall conform with the regulations of the Virginia State Health Department, Mecklenburg County Health Department, and any other government agency regulating the installation of sewage disposal systems. The installation, construction, operation and maintenance of the individual sewage disposal systems shall be to the account of the individual Lot Owners excluding the Declarant and they shall pay all costs and fees incident thereto.

(b) Water: The Declarant shall cause or cause the installation of a central water system ("Central Water System") at its sole cost and expense to serve the Lots. Water service may be supplied from a public utility system or a free-standing "on-sight" system to be installed by the Declarant or an unrelated third party designated by the Declarant. The Central Water System may be operated by the Declarant, the Association, an unrelated third party or independent contractor to whom the operation of the Central Water System is delegated by the Declarant.

No individual wells, water supplies or systems are permitted on, nor shall any water well be drilled, dug, bored, located or constructed upon or within any Lot or any group of Lots. Water service to the Lots shall be obtained solely from the Central Water System. The Central Water System will meet the minimum requirements of the Commonwealth of Virginia for single-family domestic household purposes.

(c) Telephone: Telephone service will be extended to each Delivery Point by the public utility providing such service at the expense to the Declarant.

(14) Each Lot Owner shall have an unobstructed right of way and easement over and across the roads as shown on the Plat as recorded from time to time, for the purpose of ingress and egress to and from the public roads serving the Subdivision and any common facilities in the Subdivision. No part of any Lot may be sold or used as a road or right of way to any land outside

the Subdivision without advanced written permission of the Declarant. The Property Owners' Association shall be solely responsible for the maintenance of the subdivision roads and common areas.

(15) The roads will be constructed to meet the minimum requirements of the Subdivision Ordinance of Mecklenburg County, Virginia, adopted February 12, 1990, as amended and supplemented (the "Ordinance"). They will not be constructed or maintained by Mecklenburg County, Virginia, or any other public body.

The Roads will be maintained by the Declarant and/or Association from annual assessments as provided in these Covenants.

As required by Article VI, Section 6-5-2 (J) of the Ordinance, it is recited that:

"The grantor(s) (sic,) (the Declarant) hereby gives notice as required by the Mecklenburg County Subdivision Ordinance that they do not intend to partially or fully bring the streets and roadways up to the standards required by the State Department of Transportation and no local or state governmental agency will be responsible for the development, maintenance, supervision or control of said streets or roadways. The parties to this deed will hold harmless local and state governmental agencies from any liability or expense concerning road standards and maintenance within the above described subdivision serving the property herein described and within the subdivision, and this is a covenant which runs with the land."

The Roads will have a 50-foot right-of-way. The final wearing surface will be asphalt, eighteen feet wide, constructed on a six inch, compacted, crusher run base. The Roads will be constructed and reasonably maintained so as to provide year round, all-weather access by conventional motor vehicle to each Lot. Road construction will be completed on or before April 30, 2003.

The Roads will be maintained by the Declarant until control of the Association is relinquished by the Declarant in accordance with the provisions of Article II, *supra*. At that time, full maintenance responsibility will transfer to the Association and the Association shall maintain the roads.

The annual assessments shall be used to defray the maintenance cost of the roads.

(16) Reasonable cutting of wood and trees for land clearing is permitted.

(17) The Association or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter imposed by the provision of this Declaration. Failure by the Declarant or Association or by any Owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.

(18) The Association, by a vote of two-thirds (2/3rds) of the Directors or its members, may make additional rules, covenants, and restrictions for the use of the Lots and benefit of the Subdivision, which together with the above may be deemed advisable by the Association.

(19) The Declarant may advertise residential Lots for sale by use of one, on-site sign not larger

than 2.5 feet by 2.5 feet, erected on the specific Lot to which the sign relates.

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

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

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

(20) Proposed improvements to or upon the Lots must be submitted to and approved, in advance of construction, by the Mecklenburg County Health Department and/or the County Building Inspector and such other agencies of the local, state, or federal government that have or may acquire jurisdiction in the premise. The Owners of Lots fronting on Lake Gaston must obtain a permit from North Carolina/Virginia Power Company, P. O. Box 370, Roanoke Rapids, NC 27870 before constructing docks, piers, bulkheads, walkways or other improvements in the lake or upon lands owned by the Power Company adjoining the lake. All fees, costs and expenses in connection with the permit shall be to the account of the Lot Owners excluding the Declarant.

(21) Except as herein provided, no unlicensed motor vehicles shall be operated within the Subdivision. This prohibition expressly extends to mini-bikes, go-carts, motor scooters, motor cycles, mopeds, trail bikes and all other motorized unlicensed vehicles except riding lawn mowers and garden/lawn tractors used by the Lot Owners and their agents and golf carts. In addition, no unlicensed driver shall operate any licensed motor vehicle within the Subdivision.

ARTICLE V GENERAL PROVISIONS

(1) Declarant reserves the right to replat any unsold Lot or Lots. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold Lot(s) which right is reserved to the Declarant until its original inventory of unsold Lots is exhausted.

(2) Additional property maybe annexed to the Subdivision by the Declarant.

ARTICLE VI

(1) The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a period of twenty-five (25) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years.

(2) Invalidation of any of the covenants, restrictions, or other provisions of this Declaration by Judgment or Court Order shall in no way affect other provisions, which shall remain in full force and effect.

(3) Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter and singular numbers include the plural and plural numbers include the singular.

FIRST SUPPLEMENT TO AND RESTATEMENT OF
THE DEDICATION OF PLAT AND DECLARATION OF PROTECTIVE
COVENANTS OF APRIL 23, 2002

GRANITE HALL SHORES

Developed by
Atlantic Land and Timber, Inc., a Virginia Corporation

This First Supplement ("First Supplement") to and restatement of the Dedication of Plat and Declaration of Protective Covenants of April 23, 2002, is made as of May 7, 2002, by the Declarant, Atlantic Land and Timber, Inc., a Virginia corporation.

RECITALS:

(A) Reference is made to the captioned Dedication and Declaration dated April 23, 2002, recorded in the Clerk's Office in the Circuit Court of Mecklenburg County, Virginia (the "Clerk's Office") as Instrument Number 020002649 ("Covenants"), the provisions of which are incorporated herein by reference. Reference is made to the plat of Lots 1-45, Granite Hall Shores recorded in the Clerk's Office in Plat Cabinet 1, Slide 337, Page 5-9 (the "Plat");

(B) The Declarant has learned that the stated name of the street "White Tail Court" shown on the Plat conflicts with that of a prior existing street of the same name located in Mecklenburg County, Virginia;

(C) The Declarant finds it necessary to amend Article IV(7) of the Covenants in the manner and to the extent hereinafter set forth.

NOW THEREFORE IN CONSIDERATION of the Recitals and the mutual covenants and benefits accruing to the Declarant, the Subdivision, Granite Hall Shores and the Lots 1-45 shown on the Plat, the Declarant amends the Covenants as follows:

1. The Recitals are restated and incorporated herein by reference in haec verba:
2. The Plat is amended by deleting the reference to the street known as "White Tail Court" as shown thereon and in its name, place and stead, the street formerly known as "White Tail Court" shall be known hereafter as "White Oak Court";
3. Article IV(7) of the Covenants is amended and restated in the manner and to the extent following and none other:
"No Mobile Home shall be located, used or occupied on any Lot in the Subdivision at any time." No Motor Home, Travel Trailer, Camper or Utility Trailer or other tow-behind vehicle, (collectively and individually, "Unit or Units") shall be used or occupied on any Lot at any time and no such Unit(s) shall be located on any Lot at any time unless it is stored in a completely enclosed garage or other enclosed structure."

All provisions of Article IV(7) not amended specifically by this First Supplement are restated, republished and incorporated herein by reference.

IN WITNESS WHEREOF the Grantor causes this deed to be executed by its President pursuant to authority of its Board of Directors all as of the date and year first above written.

ATLANTIC LAND AND TIMBER, INC.
A Virginia corporation

By: Jerome Lalonde, President

STATE OF _____ / COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, certify that Jerome Lalonde, President of Atlantic Land and Timber, Inc., a Virginia corporation, whose name is signed to the foregoing First Supplement, has this day personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this ____ day of _____, 2002.

My commission expires: _____

(NOTARIAL SEAL) _____
Notary Public

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IN WITNESS WHEREOF Atlantic Land and Timber, Inc., a Virginia corporation, causes this Dedication of Plat and Declaration of Protective Covenants to be executed in its behalf by its President, Jerome J. Lalonde, attested and sealed by its Secretary, John E. Folds, as its corporate act and deed pursuant to the authority and direction of its Board of Directors.

(CORPORATE SEAL)

ATLANTIC LAND AND TIMBER, INC.

BY: Jerome J. Lalonde
Jerome J. Lalonde, President

ATTEST:

John E. Folds
John E. Folds, Secretary

STATE OF VIRGINIA / COUNTY OF VIRGINIA

I, LATIFEH HASSANZADEH, Notary Public in and for the County and State aforesaid, certify that Jerome J. Lalonde, President, of Atlantic Land and Timber, Inc., a Virginia corporation, whose name is signed to the foregoing Dedication of Plat and Declaration of Protective Covenants, has this day personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this 23 day of APRIL, 2002.

My commission expires: 12/31/2004

(NOTARIAL SEAL) Latifeh Hassanzadeh
Notary Public



STATE OF VIRGINIA / COUNTY OF VIRGINIA

I, LATIFEH HASSANZADEH, a Notary Public in and for the County and State aforesaid, certify that John E. Folds, Secretary, of Atlantic Land and Timber, Inc., a Virginia corporation, whose name is signed to the foregoing Dedication of Plat and Declaration of Protective Covenants, has this day personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this 23 day of APRIL, 2002.

My commission expires: 12/31/2004

(NOTARIAL SEAL) Latifeh Hassanzadeh
Notary Public



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VIRGINIA: In the Clerk's Office of Mecklenburg Circuit Court the 29th day of APRIL 2002 at 2:45PM The foregoing instrument together with the certificate of acknowledgment thereon endorsed was this day admitted to record and all state and local taxes paid thereon.

Teste: E. E. Coleman, Jr., Clerk

By: NBC, Deputy Clerk

SECOND SUPPLEMENT TO AND RESTATEMENT OF
THE DEDICATION OF PLAT AND DECLARATION OF PROTECTIVE
COVENANTS OF APRIL 23, 2002

GRANITE HALL SHORES

Developed by
Atlantic Land and Timber, Inc., a Virginia Corporation

This Second Supplement ("Second Supplement") to and restatement of the Dedication of Plat and Declaration of Protective Covenants of April 23, 2002, is made as of May 15, 2002, by the Declarant, Atlantic Land and Timber, Inc., a Virginia corporation.

RECITALS:

(A) Reference is made to the captioned Dedication and Declaration dated April 23, 2002, recorded in the Clerk's Office in the Circuit Court of Mecklenburg County, Virginia (the "Clerk's Office") as Instrument Number 020002649 and to the First Supplement to the Covenants as of May 7, 2002, recorded in the Clerk's Office as Instrument Number 020002989 ("Covenants"), the provisions of which are incorporated herein by reference. Reference is made to the plat of Lots 1-45, Granite Hall Shores recorded in the Clerk's Office in Plat Cabinet 1, Slide 337, Page 5-9 (the "Plat");

(B) The Declarant finds it necessary to amend the Covenants by establishing an Architectural Control Committee of the Granite Hall Shores Property Owners Association, Inc., ("Association") to supervise, enforce, review and approve the use restrictions set forth in Article IV (6 & 7) of the Covenants in the manner and to the extent hereinafter set forth;

(C) The Declarant finds it necessary to amend Article I - Definitions of the Covenants in the manner and to the extent hereinafter set forth.

NOW THEREFORE IN CONSIDERATION of the Recitals and the mutual covenants and benefits accruing to the Declarant, the Subdivision, Granite Hall Shores and the Lots 1-45 shown on the Plat, the Declarant amends and supplements the Covenants as follows:

1. The Recitals are restated and incorporated herein by reference in haec verba;
2. There is hereby created and established an Architectural Control Committee of the Association ("Committee") consisting of two (2) members to be appointed by the Board of Directors of the Association. The size of the Committee may be increased at such time as the Association deems it to be necessary and proper to do so. The Committee shall supervise, enforce, review and approve the use restrictions established in Article IV (6 & 7) of the Covenants;

3. No structure, residence or out-building, shall be constructed, erected or located on any Lot in the Subdivision nor shall any addition, alteration, change or modification of any such improvements be commenced until the plans and specifications therefore have been submitted to, reviewed and approved by the Committee and the Board of Directors of the Association;
4. Article I (Definitions) of the Covenants is amended and restated in the manner and to the extent following and none other:
 "(5) "Common Property" as used in the Covenants shall include but not be limited to the access road from Virginia State Route 712 to the Lots and any common area shown on the Plat and any subsequent plat of all or any portion of the land subjected to the Covenants by the Declarant and any other property the Declarant has heretofore or may hereafter designate as available for use by the members of the Association and the owners of the Lots in the Subdivision."

IN WITNESS WHEREOF the Grantor causes this Second Supplement to the Covenants to be executed by its President pursuant to authority of its Board of Directors all as of the date and year first above written.

ATLANTIC LAND AND TIMBER, INC.
 A Virginia corporation

Jerome Lalonde
 By Jerome Lalonde, President

STATE OF Virginia / COUNTY OF Mecklenburg

I, Jackie HALLS, a Notary Public in and for the County and State aforesaid, certify that Jerome Lalonde, President of Atlantic Land and Timber, Inc., a Virginia corporation, whose name is signed to the foregoing Second Supplement, has this day personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this 13th day of June, 2002.

My commission expires: February 28, 2006

(NOTARIAL SEAL) *Jackie Halls*
 Notary Public