

This Instrument Prepared By:
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V.S.B. #21970
Tazewell, VA 24651-0523

Tax Parcels _____

**SECOND AMENDED
DECLARATION OF RESERVATIONS AND PROTECTIVE COVENANTS
Cove Creek**

This *Second Amended Declaration Of Reservations And Protective Covenants* is adopted and effective as of the date set forth below. It's purpose is to amend and modify the reservations and protective covenants which run with the land as to the lots located within **Cove Creek**, a subdivision located in Tazewell County, Virginia and it specifically amends these matters insofar as they are set out in the following instruments, including all Original Lots and any and all Re-Divided Lots as approved by the Planning Commission of Tazewell County, Virginia, to-wit:

- a. The Certificate and Plat of Cove Creek by Diamondback Ridge, LLC, a North Carolina limited liability company, dated May 1, 2008 of record in the Clerk's Office of the Circuit Court of Tazewell County in Deed Book 1028, at page 382, and in Plat Book 47, at pages 173 through 186;
- b. The Declaration Of Reservations And Protective Covenants for Cove Creek which is dated May 1, 2008 and is of record in the aforesaid Clerk's office in Deed Book 1028, at page 385;
- c. The Compliance With Wetland & Stream Regulations dated May 20, 2008 of record in the aforesaid Clerk's office in Deed Book 1030, at page 208;
- d. The Certificate and Re-Plat of Cove Creek by Diamondback Ridge, LLC, a North Carolina limited liability company, dated June 12, 2008 of record in the aforesaid Clerk's office in Deed Book 1031, at page 663, and in Plat Book 47, at pages 197 through 210; and
- e. The Amended Declaration Of Reservations And Protective Covenants for Cove Creek which is dated August 25, 2009 and is of record in the aforesaid Clerk's office in Deed Book 1061, at page 596.

These amendments have been adopted pursuant to the authority granted to Diamondback Ridge, LLC, a North Carolina limited liability company, as the Declarant in Articles XII and XIX of the aforesaid Declaration date May 1, 2008 of record as set forth above.

ARTICLE I: Title and Subject Matter

This *Second Amended Declaration Of Reservations and Protective Covenants*, hereinafter called the "Declaration", is made this the __ *day of February, 2017* by *Diamondback Ridge, LLC*, a North Carolina limited liability company, hereinafter called the "Declarant";

W I T N E S S E T H:

Whereas, a Declaration Of Reservations And Protective Covenants dated May 1, 2008, hereinafter the "Original Declaration", and recorded in the Clerk's Office of the Circuit Court of Tazewell County, hereinafter the "Clerk's Office", in Deed Book 1028, at page 382, is in effect and encumbers the real property described in Article II below, all of which real property was owned by Declarant at the time of its subdivision and adoption of the Original Declaration; and

Whereas, the Original Declaration has been amended by an instrument entitled Amended Declaration Of Reservations And Restrictive Covenants dated August 25, 2009, hereinafter the "Amended Declaration", which is of record in the Clerk's Office in Deed Book 1061, at page 596; and

Whereas, the Declarant was the owner of the real property described in Article II of the Original Declaration, retains the right to amend the Original Declaration and Amended Declaration, and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof and shall apply to and bind the successors in interest of any owner thereof;

Now, therefore, the Declarant hereby declares that the real property described in and referred to in Article II hereof is and shall be held, transferred, sold, and conveyed subject to the reservations and protective covenants set forth below.

ARTICLE II: Real Property

The real property which is and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Second Amended Declaration is located in Tazewell County, Virginia, and is more particularly described as follows:

All of Lots One (1) through Ninety-eight (98), including Lots 1A and 1B as well as all other lots within Cove Creek, the redivision of which has been approved by the Planning Commission of Tazewell County, Virginia, of the development named **Cove Creek** as more fully shown on that certain set of plats of Cove Creek which are recorded in the Clerk's Office of the Circuit Court of Tazewell County in Plat Book 47, at pages 173 through 186, in Plat Book 47, at pages 197 through 210, and in Plat Book 50, at page 170, as well as those plats of record which reflect the approved redivided lots within Cove Creek.

No property other than that described above shall be subject to this Second Amended Declaration until specifically made subject thereto. Such property described above is sometimes referred to herein as the "Development."

Each individual numbered lot as shown on the above described set of plats is referred to herein as a "Lot."

ARTICLE III: Applicability

The real property described in Article II hereof is subjected to the reservations, protective covenants, and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions, and property values shall be enhanced.

ARTICLE IV: Restrictions

Lots. All lots shall be restricted to Residential and/or Recreational use. No Commercial Farming or Breeding of any animals such as Swine, Cattle, Comparable Livestock, or Poultry shall be permitted on any Lot; however Household Pets such as Cats or Dogs and other Domesticated Animals are permissible provided they are not bred or maintained for commercial purposes. In addition, One (1) Horse per One (1) Fenced Acre shall be permitted. Each Lot owner shall maintain all improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot. Junked, inoperable, or unlicensed automobiles, trucks, or heavy equipment shall not be parked or stored on any Lot or road in the Development for more than Thirty (30) days.

Primary Residence. No Primary Residence shall be erected, constructed, maintained, used, or permitted to remain on any Lot other than One (1) Single-Family Dwelling of not less than 1,400 Square Feet of heated living space with a minimum of 900 Square Feet on the First Floor or Level of the home built above the basement of the house. On a Multi-Level structure, a full walk-out basement can be considered part of the square footage if it is heated space, has a permanent floor (i.e. poured concrete, etc.), and has minimum Ceiling Height of Eight (8) Feet throughout the entire basement square footage; however the basement cannot and will not be considered as the First Floor of the dwelling. Once construction has begun on said dwelling, all exterior construction shall be completed within One (1) Year of the commencement of construction.

Guest Houses. A Guest House building may be constructed on a Lot provided it is complimentary to the Primary Residence and constructed of the same materials. If a Guest House is constructed, the Guest House must be minimum distance of One Hundred Feet (100') from the Primary Residence and cannot exceed the Primary Residence either in height or square footage. The Guest House must be a minimum of 1,200 Square Feet of enclosed and heated space. Guest Houses may be constructed only after the completion of construction of the Primary Residence unless the Lot Owner lives in the Guest House during construction of the Primary Residence and obtains approval from the HOA. Once construction has begun on a Guest House, all exterior construction must be completed within One (1) year of the commencement of construction. When the Owner opts to live in the Guest House prior to construction of the Primary Residence, construction of the Primary Residence shall commence within Six (6) Months of completion of the Guest House and exterior construction be completed within One (1) Year of the start of construction unless a variance from this requirement is granted by the Architectural Control Committee of the Cove Creek Property Owners Association, hereinafter called the "CCPOA" and/or "HOA". ***In light of the fact that the Guest House on Lot 22 already has been constructed, the foregoing time requirement for the construction of the Primary Residence commencing within Six (6) Months of the completion of the Guest House shall not apply.***

Outbuildings. No more than One (1) Outbuilding may be constructed on any Lot. Outbuildings shall be used only for the purposes of housing recreational vehicles or animals including, but not limited to, horses, boats, cars, RVs, and lawn and garden equipment. Outbuildings must be esthetically pleasing, constructed in a workmanlike manner, and may not be constructed more than One (1) Year prior to construction of the Primary Residence. Outbuildings must be enclosed on at least Three (3) sides and the

Fourth side enclosed with with some sort of door which will ensure the enclosure of all sides of the Outbuilding. A Well House is not considered an Outbuilding and is permitted on any Lot.

Construction Time Limitation. Once construction has begun on any structure, all exterior construction must be completed within One (1) Year of the commencement of construction except as provided above.

Structural Covenants. There shall be no Mobile Homes, Manufactured Homes, Modular Homes, previously constructed homes, system built homes, or buses situated on any Lot for use as a residence or for storage, either temporarily or permanently. All residential structures shall be 'Site Built' or 'Stick Built' or Log Homes; provided, however, Log Homes can be pre-assembled, system built or prefabricated if approved by the Architectural Control Committee, hereinafter called the "ACC".

ARTICLE V: Lot Use and Signs

No trade, commerce or other business activity may be conducted upon any Lot except as stated herein. It is permissible to operate a Home-Based Business provided that deliveries to the home do not exceed Two (2) Delivery Vehicles per day. No trade materials or inventories may be stored upon any lot and no heavy hauling equipment, tractor trailers, house trailers, or mobile homes may be stored or parked on any lot for more than Thirty (30) Days. No junk or unsightly buildings may be placed upon or permitted to remain on any lot. Home-Based Businesses shall be allowed to store small inventories within the residence or an enclosed outbuilding situated on the lot. No advertisements or signage of any kind will be permitted on any lot for Home-Based Businesses.

The Declarant reserves the right to erect signs in Cove Creek Subdivision.

Signs may be erected by Individual Lot Owners but must meet the following criteria:

- (a) Signs must be neat, clean and made of metal or wood material only;
- (b) Signs, except name and address signs, must measure in size at least One (1) Foot by One Foot (1') and not greater than Three Feet (3') by Three Feet (3');
- (c) Signs must be of tan or beige color for the background with the border of the sign in black;
- (d) Lettering for the sign must be black in color and lettering must be professional in appearance;
- (e) Signs must be mounted on a Four Inch (4") by Four Inch (4") pressure treated timber and cannot be mounted on any tree;
- (f) No "For Sale" signs may be erected on any lot without prior approval of CCPOA. Only One (1) "For Sale" or "For Rent" or similar sign for the sale or rental of a property may be placed on a lot at any given time;
- (g) Builders may erect a sign only during construction of the home which sign shall comply with the above criteria;

- (h) Name and address signs must be of earth-tone colors and/or white and red;
- (i) The Declarant is not required to follow the above criteria when placing signage within Cove Creek Subdivision;
- (j) Signs can be placed only on individual Lots; Directional signs or any signs for advertisement at the entrance and road intersections are prohibited; and
- (k) Any exceptions to these covenants must be approved by the CCPOA.

ARTICLE VI: Division, Re-Division, and/or Subdivision Of Lots

No lot, with the exception of those lots owned by Declarant or those lots identified in this paragraph as "subdividable", shall be divided further; provided, however, Declarant shall have the absolute right, in Declarant's sole discretion, to combine and divide or re-divide any lots owned by Declarant and to place on record plats of any such combined, divided, or re-divided lots and to submit or withdraw such lots from the provisions of these covenants without the approval, consent, or joinder of the owners of the other lots in Cove Creek Subdivision. Should Declarant so combine or divide any lot or lots, each resulting lot shall be considered One (1) lot for all purposes hereunder, including for the purpose of levying assessments.

The Declarant, in its sole discretion, reserves the right to add additional land to Cove Creek to further said development at any time. Declarant also reserves the right to use the road system in Cove Creek to access future lands Declarant may desire to develop, whether added to the development or developed separately; specifically, Declarant reserves the right of ingress, egress, and regress over the existing roads together with the right to run utility lines, whether above or below ground, along said road and utility rights of way and the right to grant said easements and rights of way to others.

Subdividable lots include and are limited to the following lots: Lots 8, 30, 34, 36, 60, 65, and 79. The owners of the aforementioned subdividable lots may divide their lots further a maximum of One (1) time. No resultant lot shall be less than Five (5) Acres in size and all resultant lots must front an existing public road (i.e. split and extend any existing "pipe stems").

ARTICLE VII: Additional Structures, Fences, and Utility Easements

No structure, other than a fence, may be built within Fifteen Feet (15') of any property line.

Easements for construction, installation, and maintenance of utilities and drainage facilities are reserved Fifteen Feet (15') in width over all side lot lines and Fifteen Feet (15') along each side of the stated right of way width for any road or driveway in the development. Virginia State Route 662, known as "Cove Creek Road" and hereinafter called VSR 662, runs through the property. Declarant intends to offer in dedication for public use sufficient right of way to establish a Fifty Foot (50') right of way for VSR 662 from the bridge across Cove Creek as shown on the Master Plat as "A" to the northernmost point of the centerline of VSR 662 where it intersects with the northern boundary of Cove Creek. The right of way shall be established by dedication of Twenty-Five Feet (25') on each side of the centerline of VSR 662. Included in the Fifty Foot (50') right of way will be a reserved right to construct, install, and maintain utilities anywhere within the dedicated land creating the Fifty Foot (50') right of way provided such utilities are outside the current existing roadway now traveled by the public.

In addition, the property described in Article II hereof is subject to easements, setbacks, and road rights-of-way as shown on those certain plats recorded in the aforesaid Clerk's Office in Plat Book 47, at pages 173 – 186, and as amended and expanded by those certain plats of record in Plat Book 47, at pages 197 – 210 and in Plat Book 50, at page 170, as well as the plats of any re-divided lots within Cove Creek Subdivision.

Declarant shall and does hereby reserve unto itself, its successors, and assigns the right to construct, install, and maintain utility lines and/or electric lines or to grant any easements or rights of way therefor, together with the right of ingress and egress for the purpose of constructing, installing, and maintaining the same; provided however, Declarant shall not, now or ever, be obligated to remove and relocate the utilities so constructed or installed within the Fifty Foot (50') right of way to accommodate or facilitate the construction or installation any utilities by others.

ARTICLE VIII: Camping

This development is not a campground. However, Lot Owners are not prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any lot for more than Fourteen (14) out of any Thirty (30) Day period and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

ARTICLE IX: Roadway Use, etc.

The roadways, rights of way, and common areas constructed throughout the Development are for the common use of the Declarant, Lot Owners, and their respective heirs, successors, and assigns. There shall be no access granted, transferred, deeded or assigned, to any lands lying adjacent to the development using any street, road, driveway, or lot within Cove Creek except as herein provided. There shall be no access to any Lot on the perimeter of the development except from designated streets or roads within the development as shown on the recorded plats of the development without the express written consent of Declarant, if Declarant still owns at least One (1) lot, or without unanimous approval by the CCPOA, which consent shall be recorded in the Clerk's Office of the Circuit Court of Tazewell, County, Virginia as provided by law.

ARTICLE X: Cove Creek Property Owners Association and Annual Assessments

The Declarant has formed a non-stock corporation known as Cove Creek Property Owners Association. The title owners of lots within Cove Creek shall become members of the CCPOA at the time of settlement. The Declarant has the right to appoint and remove all officers and directors in the CCPOA until the Declarant has conveyed a minimum of Ninety Percent (90%) of the lots within Cove Creek or until such time as Declarant voluntarily relinquishes such right by written instrument delivered to the CCPOA, whichever shall occur earlier, at which time the owners of the lots – including Declarant, if at such time Declarant owns any lot – shall elect the directors of the CCPOA in accordance with the By-Laws of the CCPOA. Each Lot owner, other than Declarant, shall be entitled to One (1) Vote per Lot in the election of Directors. Voting members of the CCPOA shall be determined in accordance with the By-Laws of the CCPOA with regard to all other matters such as special assessments, dues, etc.

Declarant shall be entitled to Ten (10) Votes concerning election of directors of the CCPOA.

Every Lot described on the Cove Creek plat maps recorded as set forth above shall be subject to an assessment for maintenance and expenditures as listed below. The Initial Annual Assessment for each lot

owner within Cove Creek shall be the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per lot per year. Assessments shall be uniform for all lots in Cove Creek except that assessments paid by Declarant shall be One-Third (1/3) of the assessment for all other lots.

The amount of the annual assessment shall be established in accordance with the By-Laws of the CCPOA and the regulatory body for planned community development and/or homeowners associations as provided under the laws of the Commonwealth of Virginia, hereinafter called 'the Laws'.

Assessments shall commence on such date as is established by Declarant, which currently is March 1 of each calendar year.

Assessments collected by the CCPOA shall be used only, subject to the laws, rules, and regulations as may be hereafter imposed by law, for:

- a. Maintenance and repair expenses for roads, ditches, and culverts and mowing and/or weed-eating of road banks and ditches for private platted roadways and private platted driveways within Cove Creek with the exception of private and non-platted driveways and culverts used for access to individual lots.
- b. Snow removal and/or other maintenance and supplies for road clearing and safety during snow or ice conditions.
- c. Maintenance expenses for entrance, landscaping, fencing, and signage.
- d. Electric bills, postage, and insurance.
- e. All reasonable administration costs for the perpetual continuation of CCPOA.
- f. The payment of reasonable legal fees to enforce any violation of covenants contained or amended within this Second Amended Declaration.
- g. Premiums on all insurance which the CCPOA may be required to maintain under the terms of the Laws.

The CCPOA shall have the power to file with the Clerk of Circuit Court of Tazewell County a notice if an assessment has not been paid by March 1 of any year and such filing shall create a lien upon the affected lot(s), which lien shall continue until the assessment is paid, all in accordance with the Laws.

ARTICLE XI: Architectural Control Committee

With this Second Amended Declaration there is established an Architectural Control Committee, hereinafter the "ACC"), which shall be appointed by the Declarant. Declarant, in its discretion, may relinquish control of the ACC to the CCPOA, which action shall be accomplished as provided by the Laws.

No improvements shall be erected, placed, altered, maintained, or permitted to remain on any lot, nor shall any construction be commenced thereon until plans for such improvements have been submitted to and approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely within the interior of a building may be completed without review or approval of the ACC.

A One (1) Time Impact Fee of \$500.00 for any extra wear and tear upon roads within Cove Creek attributed to construction of an improvement shall be assessed and must be paid upon issuance of a Building Permit from Tazewell County and before the ACC shall approve any improvement. The term "Improvement" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric lines, and gas distribution facilities.

Any Lot owner who commences to build without written permission and stamped plan approval from the ACC shall be assessed \$100.00 or up to the maximum allowed by law per day for each calendar day beginning on the date of issuance of the Building Permit until the issuance of the Approval Letter by the ACC. The ACC shall have standing in the name of the CCPOA to institute legal action to prohibit construction and/or to recover assessments against lot owners who obtain Building Permits without approved plans. Any land disturbance must be stabilized within Twenty-Four (24) Hours and comply with the soil sediment and erosion control ordinances and laws of Tazewell County and the Commonwealth of Virginia. Failure of a Lot owner or owner's agent to stabilize a disturbed area shall result in an assessment of \$100.00 or up to the maximum allowed by law per day levied by the ACC or Declarant.

The ACC has created "Building Standards" which summarizes its construction standards to be used as the criteria for the approval of proposed improvements. The ACC, Declarant, or CCPOA shall have the power to alter, amend, modify, or supplement Building Standards at any time by an affirmative vote of Sixty-Seven Percent (67%) of lot owners, excluding Declarant, but such change shall not be effective as to improvements which have been approved previously. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

The following are "**Building Standards**" as created by the Cove Creek Architectural Control Committee:

Building Type

Site Built and/or Stick Built construction or Log Home construction. Log Home construction can be pre-built with ACC approval. No mobile, modular, or systems built homes shall be permitted otherwise..

Exterior

Block, Brick, Rock, or Stone foundation. Exposed concrete or block must have stucco applied on or before completion of the home or building.

Wood, log, rock, stone, stucco, brick, and any combination is permitted. Vinyl and Aluminum Siding may be permitted provided that any such materials used shall be a Minimum Thickness of 0.44 Inches. Any siding made of materials other than wood must be approved by the ACC and meet this standard.

Any new materials that are approved by the Virginia Homebuilders Association may be considered and must be approved by the ACC, which approval shall not be unreasonably denied.

The exteriors of homes must be of earth tone colors.

Windows and Doors must be of sound quality and workmanship and installed properly.

No Satellite Dishes over Twenty-Four Inches (24") in diameter shall be permitted.

No pre-fabricated, metal, or plastic outbuildings shall be permitted. All

Outbuildings must be constructed of similar materials and colors as the Home. Exceptions for materials and colors of barns constructed on properties will be at the discretion of the ACC.

Detached Garages are permitted but must be constructed of the same exterior materials as the Home.

Roof-pitch must be a minimum of 6/12. This also applies to outbuildings and detached garages.

No chain-link, barbed wire, or other similar wire fencing shall be allowed. All fencing must be constructed of wood, stone, or wrought iron. Any other material used for fencing must be approved by the ACC before installation.

Contractor Responsibilities

Contractors must have proof of insurance, to include but not be limited to transportation, Worker's Compensation, errors and omissions, and liability insurance of not less than One Million Dollars (\$1,000,000.00).

Contractors may be required to provide references to the ACC prior to plan approval.

Contractors must provide One (1) portable toilet for each job site within the development. The contractors must present a maintenance agreement, which allows for weekly dumping/cleaning of each portable toilet.

Contractors must have a dumpster on site for each job site. Trash and excess waste or building materials shall be placed in the dumpster at the end of each working day.

The ACC reserves the right to levy civil penalties of \$100.00 or up to the maximum allowed by law per day against contractors who do not adequately clean building sites or do not have functioning portable toilets.

Building materials cannot be placed within road rights of way or utility easements.

Contractors must assume liability for all construction vehicles that enter Cove Creek in route to all job sites, specifically overweight vehicles that may damage road surfaces and the negligence of operators. Concrete Truck weight limit is Five (5) Yards per truck.

Contractors are responsible for actions and omissions of any and all Sub-Contractors.

Contractors and Subcontractors are responsible for any cut, break, or damage to underground utilities caused by their acts or omissions.

Lot Owner Responsibilities

Present Two (2) copies of Blue Line Schematic Drawings of proposed homes to the ACC. Colors to be used on exteriors of homes must be included and color samples may be required.

Present all materials requested on the attached Architectural Control Checklist to the ACC.

Have permission of the ACC before the commencement of construction.

Each lot owner is responsible to enforce compliance with these covenants by all agents, employees, contractors, subcontractors, successors, and assigns.

If the lot has been improved (i.e. built upon), then the owners of the improved lot shall maintain the lot (s) neatly and keep the same in a mowed condition. All stumps, brush piles, and debris shall be removed from lot(s) or hidden from sight from the roadways.

Architectural Control Checklist

The following is a required checklist of items needed for house plan approval from the Architectural Control Committee (ACC):

Preliminary Approval: (a) Two (2) copies of a Preliminary Site Plan disclosing location of all improvements to be placed on a lot. One (1) copy will be returned to the lot owner(s) and One (1) copy will be kept and placed in the ACC Lot File.

Final Approval: Two (2) copies of Schematic Drawings of homes locating improvements on lots, showing elevations on all sides, color schemes, building materials, and all site improvements. One (1) copy will be returned to the lot owner(s) and One (1) copy will be placed in the ACC Lot File.

Contractor and/or Builder names and a copy of the current license of such party.

Proof of insurance (i.e. Builder's Risk, E&O, Auto, Liability, Worker's Compensation).

List of Subcontractors to be used if known; otherwise this information is to be furnished as such parties are identified and hired and in every case prior to commencing work.

Copies of portable toilet and dumpster contracts or receipts of payment.

Copy of Signed Disclaimer from Contractor on the form attached.

General description of building materials

Upon receipt of all the above items, the ACC will respond within Fifteen (15) Days for Preliminary Approval and Thirty (30) Days after all documents have been received for Final Approval. Copies of all correspondence with the ACC will be kept and placed in the ACC Lot File.

Neither the ACC or any member, employee, or agent thereof, shall be liable to any owner of a lot or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval, or failure to approve any such plans or for any other action in connection with duties hereunder. Likewise, anyone who submits plans to the ACC for approval agrees not to bring any action or suit to recover any damages against the Declarant, the ACC, or any partner, member, employee, or agent of the Declarant or the ACC.

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The ACC may make exceptions to the provisions herein when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Second Amended Declaration when developed fully and occupied in accordance with the Developer's plans and objectives therefor.

ARTICLE XII: Duration of Covenants and Enforceability

These covenants may be amended in accordance with Article XIX below and are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2031 at which time all covenants shall be extended automatically for successive periods of Ten (10) Years unless, by Majority Vote of the current owners of the lots subject thereto, it is agreed to terminate said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, the Declarant, the CCPOA, ACC, and any person or persons owning a lot shall have standing to enforce these covenants against the person or persons violating or attempting to violate such covenants, including, but not limited to, obtaining injunctions and to recover damages.

ARTICLE XIII: Severability, Enforcement, Governing Law, and Venue

These covenants are severable to the extent that invalidation of any of these covenants or any part thereof by any court of proper jurisdiction shall not affect the validity or enforceability of any of the other provisions which shall remain in full force and effect. The failure of any person or persons to take action to enforce or restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

All matters set forth herein and issues arising hereunder shall be governed by the laws of the Commonwealth of Virginia in effect on the date of effectiveness of this instrument.

Exclusive venue for all actions pertaining to the enforcement, interpretation, or validity of these covenants shall be the Circuit Court of Tazewell County, Virginia.

ARTICLE XIV: Oil, Gas, and Other Mineral Recovery; Sedimentation

No well for the production of or from which there may be produced, oil, gas, or other minerals shall be dug or operated upon any lot not owned by Declarant; nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith; nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and any activities associated with soil testing, construction of building foundations, or master drainage control.

Any grading, excavation or other land use which creates soil or sediment erosion runoff in violation of the rules and regulations of Tazewell County or the statutes of the Commonwealth of Virginia is prohibited. Any grading performed in violation of any county, state, or federal

ordinance, statuten, or regulation shall be deemed to be a noxious or offensive activity as defined in Article IV of these covenants.

ARTICLE XV: Maintenance of Lots

All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other Lots, streets, and areas in Cove Creek outside the lot on which such items are located. Each lot owner shall provide sanitary receptacles with secure enclosures for all rubbish, trash, and garbage which shall be removed from each lot every Seven (7) Days or less and shall not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, any towels, clothes, or other items of wearing or cleaning apparel, or any mops, brushes, brooms, or other types of cleaning apparatus shall be hung or placed outside of any structure located on any lot in Cove Creek in such a manner as to be visible from any street, other lot, or area located in Cove Creek.

ARTICLE XVI: Energy Conservation Apparatus

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is accomplished as an integral and harmonious part of the architectural design of a structure and approved by the ACC.

ARTICLE XVII: Timbering Limits

No commercial timber harvesting shall be permitted on any lot. However, the clearing of home sites or pastures is permitted provided that no more than Thirty-Five Percent (35%) of trees that measure Ten Inches (10") or greater in diameter at the base of the trunk of the tree at a point located Three Feet (3') from the lowest point of above ground growth on any lot may be cleared without the prior approval of the ACC. The removal of any dead or leaning trees is not prohibited in any circumstance; this practice is encouraged. Cutting of smaller trees and/or brush hogging is permitted and will not be considered part of the Thirty-Five Percent (35%) allowed clearing so long as trees that are cut are less than Ten Inches (10") in diameter as set forth above. Existing open land or pasture will not be considered part of the Thirty-Five Percent (35%) allowed for clearing. When clearing in excess of 10,000 Square Feet, the lot owner shall file and obtain approval of an erosion and sediment control plan with the Tazewell County Engineer before clearing commences.

ARTICLE XVIII: Hunt Clubs Prohibited; Hunting Limitations

No lot within Cove Creek shall be used for the establishment of a hunt club and no property within Cove Creek shall be leased for the purpose of hunting. Hunting is allowed on lots Thirty (30) Acres and greater in size; provided, however, that lots may not be aggregated in order to achieve this size. Hunting is restricted to Bow, Black Powder, and Shotgun only. Bow hunting is allowed on any lot regardless of size. Rifles and Handguns shall not be discharged on any lot within Cove Creek as shown on the recorded plats of Cove Creek unless used for target practice with a back stop. There shall be no hunting from any roadway or other designated easement for ingress and egress or for drainage within Cove Creek. No Firearms shall be discharged within Two Hundred Feet (200') of

any residence, property line, roadway, or easement of ingress and egress of the development.

ARTICLE XIX: Amendment

The Declarant may alter, amend, modify, or waive any of the provisions of this Second Amended Declaration in its sole discretion without the approval or consent of any other party until the last lot in the Development is sold. All Articles in this Second Amended Declaration also may be amended at any time, excepting Articles VI, VII, X, and XX, by the affirmative agreement signed by lot owners to which at least Sixty-Seven Percent (67.0%) of the votes in the CCPOA are allocated; provided, however, that no such amendment shall be effective without the approval of Declarant for so long as Declarant owns any lot. Articles VI, VII, X, and XX may be altered, amended, modified, or waived at any time by the affirmative agreement signed by lot owners to which at least One Hundred Percent (100%) of the votes in the CCPOA are allocated provided that no such amendment shall be effective without the approval of the Declarant for so long as Declarant owns any lot.

ARTICLE XX: Limited Access

There shall be no access to any lot on the perimeter of the development except from designated streets or roads and state or county roads within the development as shown on the recorded plats of Cove Creek without the express written consent of Declarant, which consent shall be recorded in the Clerk's Office of the Circuit Court of Tazewell County, Virginia.

ARTICLE XXI: Roadways

One Public Road, being Virginia State Route 662, and Three (3) Private Roads are currently in existence within the boundary of Cove Creek. Cove Creek Road (VSR 662) is a state maintained gravel road and is for the use of all who wish to drive on said road. The private roads are restricted for the use of those who enjoy legal right to said private roads. Declarant hereby offers in dedication to Tazewell County, Virginia, subject to the conditions listed below, all private roads located within the development, excluding driveways, from the point where said private roads leave Cove Creek Road to where the private roads leave the property of Declarant. The acceptance of Declarant's dedication of the roads as shown on the plat shall be complete upon the performance and fulfillment of all of the following conditions:

- (1) Tazewell County may only accept the dedication upon a vote in favor of the action by Sixty Seven Percent (67%) of the lot owners of the CCPOA; and
- (2) The CCPOA either (i) has upgraded the roads to State Maintenance Standards or (ii) has pledged to the satisfaction of Tazewell County sufficient funds or provided a performance bond to upgrade the roads to said standards.

ARTICLE XXII: Public Acceptance of Roadways

Nothing in this Second Amended Declaration is intended to nor shall it be interpreted to obligate Tazewell County to accept the dedication of the private roads or to undertake the maintenance of those roads except upon affirmative action taken by the governing body of Tazewell County in accordance with the Laws. Cove Creek Road is a Secondary Highway of the

Virginia Department of Transportation based upon the current laws, rules, and regulations governing secondary roads may be upgraded only upon affirmative action by the Tazewell County Board of Supervisors to approve the addition of Cove Creek Road to the Secondary Highway Six (6) Year Improvement Plan.

ARTICLE XXIII: Fire Protection Regulations

In order to provide for Fire Protection in the Wildland Urban Interface, as recommended by the Virginia Department of Forestry, the following covenants are hereby established as appurtenant to Cove Creek imposing the duties herein upon the individual owners of land in the development and/or the CCPOA:

Thin out continuous tree and brush cover within Thirty Feet (30') of each home. Adequate thinning is reached in the Thirty Feet (30') "defensible space" when the outer edges of tree crowns are at least Ten Feet (10') to Twelve Feet (12') apart. If a home is on a slope, the owner is to enlarge the defensible space, especially on the downhill side. If a home is located at the crest of a steep hill, thinning of fuels at least One Hundred Feet (100') below the crest shall be done.

Owners shall dispose of all slash and debris left from thinning. Common disposal methods include (i) lop and scatter; (ii) pile and burn in accordance with local burning restrictions; and (iii) chipping.

Owners also shall remove dead limbs, leaves, and other ground litter within the defensible space; stack firewood uphill and at least Fifteen Feet (15') from homes; maintain an irrigated greenbelt immediately around all homes using grass, flower gardens, or ornamental shrubbery. An acceptable alternative is rock or other non-combustible material. Bark or wood chip mulch in these areas shall not be used..

Mow dry grasses and weeds to a height of Two Inches (2") or less and keep such vegetation well watered, especially during periods of high fire danger.

Prune branches from trees within the defensible space to a height of Ten Feet (10') above the ground. Also to be removed are shrubs, small trees, or other potential "ladder" fuels from beneath large trees; left in place, these can carry a ground fire into tree crowns.

Trim branches that extend over the eaves of each roof. Remove branches within Fifteen Feet (15 feet') of all chimneys.

Clear roof and gutters of needles and leaves to eliminate an ignition source for firebrands, especially during the hot and dry weather of the fire season.

Reduce density of surrounding woodland areas at least One Hundred Feet (100') from the homesite. Thin trees so crowns do not touch one another.

ARTICLE XIV: Declarant's Rights

All rights of Declarant hereunder may be transferred by the Declarant to a Successor Declarant purchasing One (1) or more of the remaining lots owned by Declarant; however, no such successor shall become a Successor Declarant hereunder unless a written instrument, signed

by the Declarant, specifically transferring the rights of Declarant hereunder, is recorded in the Clerk's Office of the Circuit Court of Tazewell County as provided and required by the Laws.

In witness whereof, Diamondback Ridge, LLC, the Declarant, has caused this instrument to be executed in its name by its duly authorized Member – Manager as of the day, month, and year first above written.

DIAMONDBACK RIDGE, LLC

By: _____
Jay Shott, Member - Manager

State of North Carolina,

County of Mecklenburg, to-wit:

The foregoing Second Amended Declaration Of Reservations And Protective Covenants has been acknowledged, subscribed, and sworn to before me by Jay Shott, Member – Manager of Diamondback Ridge, LLC this ____ day of February, 2017.

My commission expires on _____.

Notary Public