

AMENDED
**DECLARATION OF PROTECTIVE
RESTRICTIONS AND COVENANTS**

Revised-Approved August 26, 2012

By Majority Ballots

PINE HARBOUR SUBDIVISION

LOUISA COUNTY, CUCKOO DISTRICT, VIRGINIA

Now therefore, Witnessed: this deed of dedication in reference to the plats recorded in Louisa is made subject to all of the following provisions of this Declaration of Protective Restrictions and Covenants, which provisions shall be deemed to run with the land for the mutual protections and benefit of all Land Owners, and apply to each and every numbered lot shown on the plat, except where reserved as herein provided to wit.

Should the Pine Harbour Board of Directors require the aid of an Attorney to enforce any provision of the Declaration of Protective Restrictions and Covenants, the Board shall be entitled to recover the expense from the lot owner.

ARTICLE I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. These lots are restricted to residential use for Single Family, Private Dwellings or Residences designed for occupancy by one family on each lot. No structure or building of any kind or construction of any sort, shall be placed or permitted upon any lot unless and until plans and descriptions of same shall have been submitted in duplicate to, and approved in writing by, The Environmental Control Committee (hereinafter called the Committee) as the same is from time to time composed.

B. Effective the revised-approved date of this Declaration of Protective Restrictions and Covenants, no Mobile Home, Travel Trailer, Motor Home, Camper Unit, Tent nor any other type of temporary living quarters (including basements of homes to be constructed) shall be placed, maintained or occupied on any lot without a house. Members who purchased their lot prior to the effective date of this document will be "grandfathered" in and will be allowed to place a camping vehicle on their lot for a period not exceeding nine (9) months (March through November) provided such camper/trailer is at least twenty-five (25) feet from the nearest side and rear lot lines and at least (60) feet from the front easement line. All such camping units *must* be discreetly screened either by shrubbery and/or trees so as to be reasonably out of sight of the roadway and the adjacent lots. This restriction does not prohibit the year round parking of unoccupied self-propelled Motor Homes, Travel Trailers, Camper Units, or Boats in driveways or parking areas adjacent to the residence.

C. No temporary or other outbuilding shall be placed or erected on any lot. However, the Committee may grant permission for the construction of a permanent building for the storage of tools and equipment provided it is planned as a permanent outbuilding of the Residence when constructed, and is not used as a temporary residence. The plans for the location of the permanent building must be submitted to, and approved by, the Committee. Also, the Committee may grant permission for any temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a dwelling.

D. Any lot owner who improves their lot by adding a driveway (which connects to the Pine Harbour Association roads) shall be responsible for installing a drainage pipe of at least 12" in diameter and 20' long, or any other type of drainage pipe as approved by the Committee.



ARTICLE II ENVIRONMENTAL CONTROL COMMITTEE AND BUILDING PLANS

A. The plans for any dwelling or other building to be constructed or externally altered on any lot, or for any other structure including fences, shall be approved in writing by the Committee prior to the start of construction or alteration. Any contractor who has contracted to build a new home in Pine Harbour shall post a \$2,500 cash bond to protect the Pine Harbour Property Owners Association against damage to the roads and other property owned by the Association. Funds must be deposited with the Treasurer of the Association in an escrow account prior to the issuance of a building approval letter from the Committee. Five hundred dollars (\$500.00) of the deposit amount is non-refundable by the Association for damage to roads (known or unknown) by heavy equipment used in the construction of any structure. The Committee will inspect the roadways for any additional damage caused by the contractor over and above the non-refundable amount of \$500.00 and notify the contractor in writing of the additional assessed amount, which will be deducted from the \$2,500 deposit. The remaining funds will be released by the Treasurer upon completion of new construction within thirty (30) days or a reasonable amount of time, with approval in writing from the Committee.

1. The Committee initially shall consist of at least three (3) members appointed by the Declarants and after the Pine Harbour Property Owner's Association has been activated, the members shall be appointed by the Board of Directors of that Association.

2. Two (2) sets of all construction plans to include specifications for any structure, plus interior and exterior elevations, exterior materials, color selections for the exterior (including physical samples for roof, siding and trim) and landscaping plans, must be presented to the Committee for written approval. These plans shall also include a lot plat showing the location of the structure planned within the property, including precise information as to the setback requirements. One set shall be returned to the lot owner after approval and one set shall be retained by the Committee.

B. The square footage requirements for residences constructed on the lots shall be as follows, unless otherwise approved in writing by the Committee:

1. The ground floor, exclusive of open porches, patios and garages, shall not be less than 1,200 square feet in the case of a one-story dwelling, and in the case of a dwelling more than one-story, the total living space shall be at least 1,500 square feet. Basements, garages, storage areas, patios and porches shall not be included in the total living space. No structure shall be more than two stories, above ground level.

2. Each dwelling must have a minimum of 200 square feet of decking made of treated lumber or other Committee approved materials. All dwellings and garages must have a roof overhang (eaves) not less than 12 inches from the connection of roof and vertical wall, front and rear.

C. Buildings may be of a contemporary period or modern design and must be of substantial construction. They may be of wood, logs, stone, or masonry composition, but must be finished or painted in natural browns and brown tones, or other natural earth colors approved by the Committee, only, and in such a manner as not to detract from nor mar, the natural beauty of the surroundings. All buildings shall contain a substantial quantity of new materials and no used structures shall be relocated or placed on any lot provided, however, that in the construction of vintage type log houses, the use of logs may be incorporated into the construction plans, subject to approval by the Committee. No dwellings shall be used for other than Single Family Residences, except on lots otherwise designated by the Declarant, its Successors or Assigns. No Single Family Residences shall exceed

thirty-five feet in height as measured from the lowest floor level (not the basement), unless otherwise approved by the Committee.

D. Any structure erected or placed on any lot shall be set back at least sixty (60) feet from the road easement line, and at least twenty-five (25) feet from the rear lot line, and at least ten (10) feet from each side lot line, unless the Committee allows variances and adjustments in order to overcome difficulties and prevent unnecessary hardships. Nothing (permanent or temporary) shall be erected within five (5) feet of the Association's right of way. This area shall be kept clear of obstructions for the purpose of proper drainage, snow plowing, and grass maintenance.

E. The exterior of all buildings and landscaping must be completed within nine (9) months after start of construction or alteration. The Committee may approve an extension of time for appropriate cases.

ARTICLE III MODEL OR EXHIBIT HOUSES

A. No model or exhibit house shall be erected on any platted lot, nor shall the owner of any lot or his agent permit the use of his residence or house, as such, without the prior written approval of the Declarant, its Successors or Assigns.

ARTICLE IV SUBDIVISIONS OF LOTS

A. No lot may be subdivided or easements granted without the written approval of the Declarant, its Successor or Assigns, provided however, that the Declarant reserves the right to re-subdivide any of its unsold lands in the subdivision. If two or more adjoining lots are acquired by the same owner, no part or parts of said lots shall be conveyed by said owner unless each lot being conveyed and each lot being retained, is in compliance with all of these restrictions and covenants.

ARTICLE V STREETS, ROADWAYS AND EASEMENTS

A. The streets and roadways of Pine Harbour are not publicly owned within the means of Section 15.1-478 of the Code of Virginia, 1950 as amended, nor are they publicly maintained. Further, the recreational easements are not dedicated as streets or roadways, and the creation of said easements does not obligate the grantor to construct, improve, maintain, or repair said easements for any purpose. The Declarant reserves the right to extend roadways on such easements should in its sole judgment the need arise. The Declarant reserves the right for the Association to enter into agreements with other recreational subdivisions and clubs for the mutual exchange of right and privileges to use easements and recreational facilities and amenities.

B. Declarant reserves unto itself, its Successors or Assigns a perpetual, alienable, releasable and assignable easement upon those shown on the plat of survey of Pine Harbour Subdivision for the erection, maintenance, installation and use of public utilities and drainage for the protection and appearance of property and the safety and health of the property owners, reserving to Declarant, its Successors or Assigns, the sole right to convey the rights hereby reserved.

C. It is understood and agreed that under the present ordinances of Louisa County, VA, school bus service will not be provided along private roads, however, school bus service is provided along State Road 652 at the entrance to Pine Harbour.

ARTICLE VI THE PINE HARBOUR PROPERTY OWNERS' ASSOCIATION

A. Membership in the Pine Harbour Association is mandatory for all persons or entities owning property in the subdivision, and for all persons holding valid real estate purchase contracts for the acquisition of a lot in the subdivision. All such members are obligated to pay the dues and assessments levied upon each lot owner by the Association, to defray the costs of maintenance of roads, and recreational facilities and amenities used and maintained by the Association.

B. The Association shall be responsible for maintenance, repair and upkeep of the roadways, streets, parks, recreational easements, etc. within the subdivision and the appurtenant drainage easements reserved by the Declarant. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such roadways, streets, recreational easements and such other properties within the subdivision as it may own.

C. The Association shall have all the powers that are set out in its Articles of Incorporation, as approved by the State Corporation Commission of Virginia, and all other powers that belong to it by operation of law. The includes, but is not limited to, the power to levy against every member of the Association a uniform annual charge per single family residential lot within the subdivision, the amount of said charge to be determined by the Board of Directors after consideration of current maintenance and future needs and requirements, for the purposes set forth in the Articles. No such charge shall ever be made against, or payable by, the Association itself, the developer, or any Corporation or Corporations that may be created to acquire title to, and operate the amenities or other properties on behalf of the Association.

D. The dues shall be a minimum of \$120.00 per year, due and payable on the first day of March. Dues are delinquent if not paid by the first day of April. Dues may increase with proof of additional costs. The Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or reconstruction or unexpected repair or replacement or a described improvement upon all Association owned roads, structures, common area or other amenities. The special assessment may be assessed monthly or added to the annual dues.

E. Should any lot owner become delinquent in the payment of dues or assessments to the Association, such owner shall be denied the use of such facilities until such time as the delinquency has been corrected. That said lot owner shall at all times, however, have the right to access over the private roads to and from his property by the nearest route. Such delinquent payment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and shall upon the date of delinquency constitute a lien on each lot to which the delinquency pertains. The lien shall cover the principal amount of the delinquent dues, late fee, interest, court costs and reasonable attorney's fees incurred in the collection thereof. Every such lien may be enforced by equitable foreclosure suit filed in the Circuit Court of Louisa County, VA within three (3) years after the date of delinquency. The remedy of foreclosure is non-exclusive and the Association reserves all other remedies provided by law for the collection of aforesaid delinquencies. The Association has the right to publish the names of the delinquent members in such a manner as it may deem appropriate. The written dated statement of the Association that no delinquency exists hereunder as of said date shall be conclusive evidence thereof.

ARTICLE VII ACTIVITIES ON AND USES OF LOTS

A. No commercial or business enterprises shall be allowed on any platted residential lot, other than arts, crafts, or professions operated or conducted solely by family members occupying the residence. No heavy equipment or vehicles used in industry or for commercial activities shall be regularly parked or stored on any lot.

B. No vehicle shall be regularly parked on any street or roadway in the subdivision. Each lot owner shall construct and maintain suitable and adequate parking space on his property for the parking of his vehicles and those of his guests. Any truck larger than three-quarter (3/4) ton and all unoccupied Camping Trailers, Motor Homes, and Mobile Camping Units parked in the driveways and parking areas adjacent to the residence, must be kept reasonably out of sight of residences which have been constructed on adjacent lots, and of the users of the streets and roadways, except those vehicles used during a period of construction. No stripped down, partially wrecked, inoperable or junk vehicles or parts thereof shall be permitted to be parked or place for more than seven (7) days consecutively on any street or roadway or lot.

C. Garbage must be kept in covered metal or plastic containers, and trash shall be kept in rigid metal or plastic containers, and so placed or screened as not to be visible from any street or roadway, except during periods of collection. All trash must be disposed of in accordance with County ordinances and the rules and regulations of the Association. All outside clothes poles, clotheslines and similar equipment, and every structure for the storage of fuel installed outside any building shall be appropriately screened by shrubbery so as not to be visible from any street or roadway or by the occupants of residences of adjacent lots.

D. All lots, whether occupied or not, shall at all times be maintained in such manner as to prevent them from becoming unsightly by reason of unattractive growth or vegetation or the accumulation of rubbish or debris thereon. Should any lot owner fail to maintain the improvements or premises situated on the lot in a manner consistent with these restrictions, the Association shall have the authority, through its employees and agents, to enter upon the premises and repair, maintain, and restore the property and improvements to the exterior of the structures and on other improvements thereon. Any such repair and maintenance costs shall be added to and become part of the annual charge to which such lot is subject.

E. All dwelling houses and approved outbuildings, when required, shall be connected to an approved water supply and septic system. There shall be no outhouses for such purposes.

F. No living tree measuring six (6) inches or more in diameter may be cut or removed without the written approval of the Committee, unless located within twenty (20) feet of the approved site of the main dwelling or accessory buildings. However, any tree may be removed without permission if dead or if a threat to the health, safety or welfare of any person.

G. No swine, sheep, goats, cattle or other domesticated wild animals shall be kept or maintained on any lot. Dogs, cats, or other small domestic animals of a quiet and inoffensive nature may be kept as pets in Pine Harbour, however, such pets are not permitted to be kept for commercial purposes and are not permitted to run free. (To 'run free' means to move about off the owner's property, unescorted by owner or other attendant.) When off the owner's property, dogs are required to be under the owner's control at all times. When on Pine Harbour roads they must be on a leash or tether. Dogs are permitted to be off leash or tether at the common area for the purpose of exercise, provided the owner has voice command control and the means to leash or tether the animal. When anything, especially the presence of other animals or persons, makes it difficult for the owner to maintain voice control, the dog must be leashed or tethered immediately.

H. All fences and outbuildings such as garages, etc. including materials, exterior color, length, width, height, and other construction specifications including location on the lot, must be approved in writing by the Committee in order to preserve the appearance and natural quality of the subdivision. All fences must be made of split rails (three rails high) or natural fencing such as shrubs, bushes and the like.

I. Roadways of Pine Harbour are restricted to state registered vehicles with licensed drivers. State registered motor bikes can be used only for transportation between an owner's lot and the main entrance. Golf carts with licensed drivers are permitted subject to the Rules and Regulations adopted by the Board of Directors.

J. No sign of any nature whatsoever shall be permitted on any platted residential lot by the owner or agent, except for a name sign not exceeding twelve (12) inches in height and forty (40) inches in length. No signs advertising the lot for sale are permitted without the written permission of the Declarant, its Successor or Assigns. Said sign shall not exceed two (2) feet by three (3) feet in size.

K. No rifles, shotguns, handguns or other firearms of any type shall be permitted for use anywhere in the subdivision.

L. No open fires shall be permitted on any part of any lot, except in outdoor fireplaces and incinerators equipped with fire screens. All fireplaces in the dwellings must be equipped with fire screens and at least one household chemical type fire extinguisher must be stored and available in each dwelling for emergency purposes and for the fire protection of the entire subdivision.

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

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

ARTICLE VIII RESTRICTIONS AND COVENANTS – MODIFICATION ENFORCEMENT

A. The restrictions and covenants herein contained shall run with and bind the land, and each is enforceable by the Declarant, its Successors or Assigns in title. In the event of a violation or breach of any of the restrictions by any property owner or agent, the owners of lots in the subdivision or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of such terms in any event. In addition, Declarant shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after ten (10) days written notice of such violation, it has not been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

B. The failure to enforce any right, restriction, reservation or condition contained in this declaration, however long continued, shall not be deemed a waiver of the rights to do so hereafter, and shall not bar or affect its enforcement. Further, nothing herein is to be construed so as to prevent the Declarant from placing further restrictions or easements on any lot in the subdivision on which a valid sales contract has not been executed.

C. The grantee of any lot subject to the coverage of this declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or subsequent owner of such lot, shall for himself and his Successors or Assigns, accept such deed or contract upon and be subject to each and all of these restrictions and the agreements herein contained.

D. The Declarant, its Successors, or Assigns, may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein, provided however, that this is done in conformity with the intent and purpose hereof and that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the subdivision.

E. The restrictions and covenants herein contained shall not impose any restraint on any portion of land now owned or hereafter acquired by the Declarant, its Successors or Assigns, whether such land be adjoining, adjacent to or otherwise related in any manner.

F. The invalidation by any court of any restrictions contained in this declaration shall in no way affect any of the other restrictions, but they will remain in full force and effect.

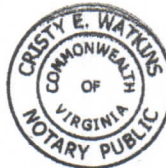
G. This declaration may be amended or modified by a majority vote of the Association.

Pine Harbour Property Owners' Association, Inc.

By: Terry M. Schneider
President, PHPOA

Subscribed and acknowledged before me this 27 of August, 2012 by Terry M. Schneider, President, Pine Harbour Property Owners' Association, Inc.

Notarized by Cristy E. Watkins. My Commission expires on the 30 day
Of June, 2014.



Cristy E. Watkins
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #154510
My Commission Expires
June 30, 2014

INSTRUMENT #120005271
RECORDED IN THE CLERK'S OFFICE OF
LOUISA COUNTY ON
AUGUST 27, 2012 AT 02:46PM

SUSAN R. HOPKINS, CLERK
RECORDED BY: ELK