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Tax Map #: 067-001-0000-0024

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TANAGER COVE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), made this 22nd day of June, 2021, by Mallard

Pointe, LLC, herein called the "Declarant", who is also currently the sole lot owner, sets

forth as follows:

1. <u>Definitions</u>. For the purposes of this Declaration, the undersigned sets forth the

following definitions:

(a) Owner. An "Owner" shall be considered to be the record owner, whether one

or more persons or entities, of a fee simple title to any Lot which is a part of the

Properties, including contract sellers, but excluding those having such interest merely as

security for the performance of an obligation.

(b) <u>Properties</u>. "Properties" shall mean and refer to that certain real property as

described as Tanager Cove, lying in Pulaski County, Virginia, as shown on that certain

survey titled "Plat Showing Tanager Cove Property of Jeff Harman Located on Claytor

Lake Pulaski County, Virginia", prepared by James D. Ribble Jr., Land Surveyor, dated

February 9, 2021, which is of record in the Clerk's Office of the Circuit Court of Pulaski

County, Virginia at Instrument # 102103514, 202103515 and , and such additions thereto

as may be added to Tanager Cove by subsequent amendment.

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- (c) <u>Lot</u>. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.
- (d) <u>Declarant</u>. "Declarant" shall mean Mallard Pointe, LLC, a Virginia limited liability company, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Mallard Pointe, LLC for the purpose of development.

#### 2. Common Property.

- (a) Conveyance of Common Property. Declarant may, from time to time, convey to the Tanager Cove Homeowners Association (the "Association") or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereafter referred to as "Common Property") and, to the extent set forth herein, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.
- (b) It is contemplated that the Declarant will convey to the Association

  Common Property for scenic and natural area preservation and for general recreational use. The Declarant may, at the Declarant's sole discretion, modify, alter, increase, reduce or otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this section, at any time prior to conveyance of such Common Property to the Association.

- and enjoy the Common Property in accordance with these restrictions and subject to the rules and regulations which may be adopted by the Association, which right shall be appurtenant to, and shall pass with, the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not owners to use and enjoy any part or all of the common property. Subject to such limitations, and upon such terms and conditions as it may from time to time establish the right and easement of enjoyment granted or permitted by this section is subject to suspension by the association as provided herein.
- (d) <u>Rights of the Association</u>. The rights and privileges conferred. In this section shall be subject to the right of the association, acting through the Board, to:
  - (i) Promulgate rules and regulations regulating the assignment, use, operation and maintenance of the Common Property.
  - (ii) Grant easements or rights of way over Common Property and municipality or other governmental agency; to any quasi-public agency or to any utility company for cable television system.
  - (iii) Develop and amend bylaws for the Association;
  - (iv) Establish Association dues and assessments.

#### 3. Homeowners' Association.

- (a) The Association shall be formed as a non-profit, nonstock corporation for the sole purpose of performing certain functions for the common good and general welfare of the residents of the development. Every Owner shall automatically be a member of the Association. Each Lot shall have one (1) vote; in the event that a single Lot has multiple owners, those owners shall designate the voting owner and shall notify the Association Board who is designated as the voting owner for that Lot. The Association shall otherwise be governed in accordance with the Tanager Cove Homeowners Association Bylaws, as shall be approved and maintained by the Association Board. In the event of the dissolution of the Association, the assets thereof shall be distributed to one or more public bodies or conveyed to one or more non-profit organizations having purposes similar to those of the Association.
- (b) Control by Declarant and Appointment of Association Board. Until Declarant no longer has the right to appoint Members to the Association Board, the Association Board shall consist of three (3) members. Notwithstanding any provision to the contrary in this Declaration, the Articles of Incorporation or the Association Bylaws, the Declarant hereby retains the right to appoint two (2) members of the Board. The right of Declarant to appoint members of the Board also includes the right to remove and replace their appointee(s) until the first of the following events shall occur: (1) the expiration of four (4) years from the date of recording the final plat; (2) the date upon which three-fourths (¾) of the Lots which may be developed on the Property shall have been conveyed by either Declarant or by a builder who purchased the Lot from Declarant to an individual Owner or Owners for residential occupancy; or (3) the surrender by Declarant of the authority to appoint and remove members from the Board of the

Association by an express amendment to this Declaration executed and recorded by the Declarant. Upon the expiration of the Declarant's right to appoint and remove directors of the Association Board pursuant to the provisions of this Section, such rights shall automatically pass to the Owners, including Declarant, if Declarant owns one or more Lots. Upon the final expiration of all rights of Declarant to appoint and replace directors of the Association Board, a special meeting of the Association shall be called, at which the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, and records, if any, which the Declarant has kept on behalf of the Association, plus any contracts or agreements executed by or on behalf of the Association during suchpersion which Declarant had in its hands.

#### 4. Exterior Maintenance.

- (a) Every Owner shall be solely responsible for maintaining the exterior of the Lot(s) owned by him or her. Such exterior maintenance shall include painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements. Grass must be kept at a height of no more than 8". Likewise each Owner shall promptly remove ice and snow from public sidewalks and driveway entrances located on his Lot or that are located between the boundary line of his Lot and the street.
- (b) If the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, other Owners shall have the power to invoke equitable jurisdiction according to the terms set forth below.

## 5. Permitted Uses and Restrictions

- (a) Uses. The lots shall be used, improved and devoted exclusively for single family residential purposes, excluding the leasing of any lot by the owner thereof from time to time. Residential purposes include the construction, reconstruction, repair, improvement, and modifications or additions to the residences and approved structures. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of any Lot, to alter, amend and change any lot lines or subdivision plan pursuant to a recorded subdivision plat. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single-family detached Dwelling, a garage, or other structures that comply with the guidelines established herein. All modular and manufactured / prebuilt homes shall be prohibited.
- (b) Minimum Dwelling Size. The minimum size of each Dwelling ("Minimum Size") shall be 2,500 square feet. The Minimum Size shall be determined by measuring the finished living space (including any space finished in the basement) of each Dwelling, but shall not include attics, whether habitable or not, carports, garages, porches, terraces, decks or outbuildings.
  - (c) Garage. All Dwellings shall have a 2-car enclosed garage.
- (d) Utility Buildings. Utility buildings shall be allowed on the Properties, but must follow the local zoning setback requirements. Utility buildings must have the same compatible material and color for the siding and shingles as the house on the same lot.
  - (e) Fences. No fencing shall be permitted on the Properties.
- **(f) Flagpoles.** In accordance with the Freedom to Display the American Flag Act of 2005, in-ground flagpoles shall be allowed on the Properties, but solely for the

purposes of properly displaying the American flag. In-ground flagpoles may not be used to display any other flags. Flagpoles attached to the house shall be permitted.

- (g) Clotheslines. Permanent clotheslines are prohibited on the Properties.
- (h) Propane Tanks. Above-ground propane tanks shall be prohibited on the Properties, except for small propane tanks used with gas grills or firepits, which shall be exempt from this requirement if the tank remains attached to the grill/firepit.

  Underground propane tanks shall be permitted on the Properties with prior written consent of the Association.
- (i) External Holiday Lights. External holiday lights shall be allowed from October 1 through January 30 each year. External holiday lights are prohibited from January 31 through September 30 each year.
- (j) Landscaping & Planting. Any external landscaping items other than natural, living plants must be approved by the Tanager Cove Homeowners' Association. The planting of additional plants is permissible as long as it does not interfere with mowing. The tree planted in the front yard must remain of the same type as was originally planted.
- (k) Mailbox & Post Lamp. Initially, all mailboxes will be at the end of Blue Sky Lane (private drive), until such time when Blue Sky Lane becomes a state-maintained right-of way. If and when Blue Sky Lane becomes a state-maintained right-of-way, mailboxes may be moved to the driveway of each home. At that time, the Association may promulgate rules regarding mailboxes, which shall be incorporated herein by reference. The post lamp in the front yard must remain lit at all times that the dusk-to-dawn eye allows it to be lit.

- (I) Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Dwelling, or which shall in any way increase the rate of insurance.
- (m) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots provided that they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in an annoyance or are obnoxious to residents in the vicinity, and in any event, any Lot Owner shall be absolutely liable to each and all remaining Owners, their families, guests and invitees, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots by any Lot Owner or by members of his family, guests or invitees. No dogs shall be tied to a chain on the Properties, except for short periods of time for exercise. Outside dog pens and cages are prohibited on the Properties. No vicious dog shall be permitted on any Lot. For the purposes of this Declaration, a dog shall be deemed vicious if it bites or otherwise displays aggressive and threatening behavior toward people. No dog shall be permitted to roam or run wild within the subdivision. Lot owners shall keep all dogs on a leash or otherwise restrained in movement to their lots.
- (n) Trucks and Trailers. No private trucks, trailers, motor homes, campers, all-terrain vehicles, commercial trucks and vans, tents or any structure of a temporary

character, or other vehicle other than duly registered and licensed automobiles, motorcycles, pick-up trucks, and family vans shall be permitted on the property of a Dwelling within Tanager Cove for a period exceeding 24 hours, unless garaged.

- (o) Boats. Only one boat is allowed on the property of a Dwelling at one time, and boats must be garaged at all times, unless they are being serviced. All motorized boats must be properly tagged and licensed. All improperly tagged or unlicensed boats are prohibited on the Properties. The above guidelines do not apply to canoes and other non-motorized boats.
- **(p) Antennas.** No outside radio or television antennas shall be erected on the property or Dwelling within Tanager Cove, PROVIDED HOWEVER, that mini satellite dishes, such as Direct TV or Dish Network dishes, shall be allowed.
- (q) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Properties, and no odors shall be permitted to arise therefrom as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No Nuisances shall be permitted to exist or to operate upon and around such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.
- **(r) Repair of Buildings.** No building or structure upon any property within the Properties shall be permitted to fall into disrepair, and each such building and structure

shall at all times be kept in good condition and repaired and adequately painted, stained or otherwise finished.

- (s) Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Properties except in covered containers. In no event shall such containers be maintained so as to be visible from adjoining Lots except to make the same available for collection and then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.
- (t) Fire Insurance. Each Owner shall maintain fire insurance with extended coverage and endorsement covering the improvements on the parcel owned by him or her. Each such policy shall be in an amount not less than the value of the improvement.
- (u) **Destruction by Fire.** Should the improvement on any parcel or parcels be damaged or destroyed by fire or other casualty, the Owner or Owners thereof shall cause the same to be repaired and restored substantially in accordance with the original plans and specifications therefore or in harmony of external design and location in relation to surrounding structures and topography. The repairs and restoration work shall be commenced within thirty (30) days after the happening of the destruction or damage.
- (v) Septic and Well Permits, Maintenance. Each Lot Owner shall be responsible for obtaining any necessary Virginia Department of Health (VDH) permits regarding onsite septic systems and/or wells, including those permits which may be required prior to beginning construction. Each Owner shall also be responsible for the maintenance of onsite septic systems and/or wells.

- (w) Stormwater Maintenance. The approved survey for Tanager Cove proposes sheet flow only from Lots 13, 14 and 15 post-development. If concentrated stormwater discharges are generated post-development, then additional stormwater design will be required from the respective Lot Owner.
- (x) Prohibition on Short-Term Rentals, Camping. Properties may be leased for no less than monthly rental terms. Any rentals for terms shorter than monthly, including those through VRBO and AirBNB or similar, shall be prohibited. Overnight camping shall be prohibited on both Lots and in Common Areas.
- (y) Telecommuting / Working from Home. Telecommuting and working from home shall be allowed on the Properties; provided, however, that no signs of business (including advertisements, signs, billboards) shall be visible outside the home, and no members from the public shall be invited to do business or commerce on any of the Properties.

#### 6. Boat Docks / Slips / Common Property Areas / Blue Sky Lane & Tanager Lane.

(a) Pending approval by APCO and Pulaski COunty Zoning to permit structures on Claytor Lake, the Declarant anticipates the construction of three separate boat docks on the Common Property, with each dock containing ten (10) separate boat slips. The thirty total boat slips will be assigned to Lot Owners in the Association records, so that each Owner shall have exclusive rights to two (2) slips. The Association shall be responsible for the maintenance and upkeep of the dock structures, as well as the walkways and driveways through the Common Property to access the dock structures. Reference is also made to Note 10. of the approved survey for Tanager Cove, which provides that "the trails constructed below the cul-de-sac will be gravel, until a future

date, when the HOA will pave them." Decisions regarding paving shall be made by the Association Board at a future date. The Association shall also pay for utilities, including electricity, for each of the dock structures. Each Owner shall be responsible for the maintenance and upkeep of the mechanical boat lifts contained within the two boat slips that are assigned to him/her.

- **(b) Blue Sky Lane.** Maintenance and upkeep of Blue Sky Lane and shall initially be maintained by the Declarant and lot Owners. It is anticipated that Blue Sky Lane will become a state-maintained right-of-way, at which time private maintenance will no longer be necessary.
- (c) Tanager Lane. Maintenance and upkeep of Tanager Lane and shall initially be maintained by the Declarant and lot Owners. It is anticipated that Tanager Lane will become a state-maintained right-of-way, at which time private maintenance will no longer be necessary. The Association board will have absolute discretion regarding whether or not to pave Tanager Lane at some point in the future.
- (d) Parking on Blue Sky Lane and Tanager Lane. Overnight parking shall be prohibited on both Blue Sky Lane, Tanager Lane, and the cul de sac.

#### 7. General Provisions.

(a) Collection of Assessments. Any assessment, or instrument thereof, not paid within ten days after the due date shall be delinquent and shall accrue a late charge in the amount of Twenty-Five Dollars, or such other amount as may be established from time to time by the Board of Directors. The Board of Directors, or the managing agent at the request of the Board, shall take prompt action to collect any assessments from any

Owner, which remain unpaid for more than thirty days after the due date for payment thereof.

(1) Lien for Assessments. The total annual assessment of each Owner, for common expenses, any additional assessment or special assessment, or any other sum duly levied (including without limitation charges, interest, late charges, contractual charges, etc.), made pursuant to the Association Bylaws, Declaration or this Declaration, is hereby declared to be a lien levied against any Lot owned by any Owner in accordance with this Declaration and Section 55-516 of the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the Code of Virginia (1950), as amended. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to annual assessments, the lien is effective on the first day of each calendar year and, as to additional assessments, special assessments, lawn care fees, and other sums duly levied, on the first day of the next payment period which begins more than ten days after the date of notice to the Owner of such additional assessment, special assessment, lawn care fee, or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except Mortgages, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the Owner to pay such assessment shall, in addition, remain such owners'

personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

- 2. Acceleration. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner.
- 3. Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia for foreclosure of mortgages or deeds of trust containing a power of sale or by an action in the name of the Board of Directors, or the managing agent, acting on behalf of the Association. Any such sale provided for herein is to be conducted in accordance with the provisions of Title 55, Sections 55-59.1 through 55-59.4 of the Code of Virginia (1950, as amended) applicable to the exercise of powers of sale in Mortgages and Deeds of Trust, or in any other manner permitted or provided by law. During the pendency of any such action to enforce the Association lien, the Owner shall be required to pay a reasonable rental for the Lot for any period prior to the sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceedings shall have the right to the appointment of a receiver, if available under the laws of Virginia. The Association shall also have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

- 4. Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien security the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.
- 5. Subordination and Mortgagee Protection. Notwithstanding any other provision hereof to the contrary, the lien of any assessment levied pursuant to the Association Bylaws, Declaration or this Declaration upon any Lot (and any charges, interest on assessments late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of Mortgage or the purchase of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.
- (b) Enforcement. Notwithstanding the foregoing, any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any legal action or proceeding is commenced to enforce any restriction, condition, covenant, reservation or term of this Declaration, the party bringing such action shall be entitled to collect as part of such proceeding, the court costs, reasonable attorney's fees and

expenses of litigation incurred by such enforcing party should the other party be found to have violated and been in breach of this Declaration.

- (c) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.
- (d) Declaration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Any amendment must be signed by not less than seventy-five per cent (75%) of the Lot Owners, and must be recorded.
- **(e)** Violations and Nuisance. Every act or omission whereby any provision of this Declaration which is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by a Declarant, or any Owner or Owners of lots.
- (f) Violation of Law. Any violation of any municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property, is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.
- (g) Remedies Cumulative. Each remedy provided for herein is cumulative and not exclusive.
- **(h) Delivery of Notices and Documents.** Any written notice or other documents relating to or required by this Document may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered FORTY-EIGHT (48) hours after a

copy of the same has been deposited in the United States mail, postage prepaid, certified mail, return receipt requested.

(i) The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

#### 8. Architectural Control.

(a) <u>Design Standards</u>. The Declarant may adopt, amend, revoke and enforce guidelines ("Design Standards") for the purpose of assuring the conformity and harmony of external design and general quality of the homes in the Association.

No structure shall be built, placed, moved onto or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered, including painted or stained, in any way which materially changes the exterior appearance of the

structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the Declarant. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Declarant in the Design Standards.

- (b) Approval of Plans and Specifications. Approval of any such plans and specifications shall be final as to that Lot or structure and such approval may not be revoked thereafter, provided that there has been adherence to and compliance with such plans and specifications, as approved, and any conditions attached to such approval.
- (c) <u>Disapproval of Plans and Specifications</u>. The Declarant shall have the right to disapprove any plans and specifications for any of the following reasons:
  - (i) the failure to include information in such plans and specifications as may have been reasonably requested;
  - the failure of such plans and specifications to comply with the Design Standards;
  - (iii) any other matter which, in the judgment of the Declarant, would likely cause the proposed construction or alteration to fail to be in conformity and harmony of external design and general quality with the standards set forth in Design Standards
- (d) Obligation to Act. The Declarant shall take action on any plans and specifications submitted as herein provided within 30 days after receipt thereof.
  Failure by Declarant to take action within 30 days after receipt of such plans and

- specifications submitted for approval shall be deemed approval of such plans and specifications.
- (e) <u>Violations</u>. If any structure shall be built or placed or altered other than in accordance with plans and specifications approved by the Declarant, such structure shall be deemed in violation of this Declaration. If in the opinion of the Declarant such violation has occurred, the Declarant shall notify the Association Board. If the Board agrees with the Declarant's determination, the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action(s) required to remedy the violation. If the Owner fails to take the required remedial action within 30 days after the mailing of the notice of violation, then the Association shall have the right of Enforcement as set forth herein.

[See signature on following page.]

## WITNESS the following signatures:

Mallard Pointe, LLC

BY:

Jeffrey K. Harman, Manager

### COMMONWEALTH OF VIRGINIA

CITY OF RADFORD, to-wit:

The foregoing instrument was acknowledged before me this 220 day of June, 2021, by Jeffrey K. Harman, Manager of Declarant, on behalf of the Declarant.

My commission expires: \_\_\_\_\_09/30/2022

Notary Public