

*Delivered - W. Earl Clark, City 11/28/90*



BOOK 312 PAGE 76

DECLARATION  
ARCHITECTURAL & SITE DEVELOPMENT STANDARDS  
BUDGET  
and  
CROSS CONNECTION CONTROL PROGRAM  
for  
"THE HIGHLANDS"  
at  
THE TIDES LODGE  
IRVINGTON, VIRGINIA  
including  
ARTICLES OF INCORPORATION  
and  
BY-LAWS  
for  
THE HIGHLANDS PROPERTY OWNERS ASSOCIATION

Represented by:

Glenn C. Cockrell  
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THE HIGHLANDS AT THE TIDES LODGE  
Irvington, Virginia

The HIGHLANDS is an expandable subdivision of 22 lots plus a recreation area with tennis court, pool and roads as well as necessary pipelines for water distribution and sewerage disposal. This development is by the Tides Golf Lodge, Inc, P.O. Box 309, Irvington, Virginia 22480 whose Principal and President is E. A. Stephens, Jr. of the same address. The Lodge's corporation has been active as a Resort operation in Virginia since 1969 and in business since before 1946. The Highlands Property Owners Association, Inc. was incorporated in Virginia on October 19, 1990 with E. A. Stephens, Jr. as the Registered Agent.

The Highlands Association budget (Attachment 'C') for 1990/91 shows an anticipated income of \$9,000.00 with expenses of \$7,580.00 leaving a profit of \$1,420.00. In case of a loss, in the first three years, The Lodge has agreed to loan any necessary amount to The Association at the lowest legal rate of interest until such time as The Association has sufficient income to repay The Lodge. The budget reflects a sum of \$1,000 beginning in 1991/92, but nothing for 1990/91, for Reserves to handle future maintenance of the common area including pool, tennis court, pipe lines and roads. In future years, as these items age a bit more, this sum will probably be increased by the Board of Directors. There are no anticipated Capital Expenditures anticipated for 1990/91 thus there are no additional or special assessments anticipated nor are there any currently in effect. Occupancy of any homes must await approval of the Health Department. Pending approval is currently expected no later than March, 1991 depending upon the work load of the agencies and budget restraints. There are no known suits pending nor are there any unpaid judgments against The Association. Property Liability insurance is currently carried by The Tides Lodge and a new policy will be obtained, or The Lodge's policy will be amended, to include The Highlands Association, after the property is deeded to The Association. No lot owners have any Declaration, By-law, etc. violation notices on file. Lot Owners are entitled to Resort Privileges at The Tides Lodge by paying the appropriate daily fees and/or initiation fees and/or annual dues for such privileges, but are not required to apply for these privileges.

Certain rights, obligations and rules are delineated in the Declaration, Architectural & Site Standards, Cross Connection Control Program, By-Laws, and Articles of Incorporation and are part of this packet of information for purchasers.

This is a legal notice required under the Virginia Property Owner's Association Act - Section #55-508 through 516. By the signature shown I have received this packet of information from the seller of Lot \_\_\_\_\_ One copy to be returned to Agent.

Name \_\_\_\_\_ Signed \_\_\_\_\_  
Date \_\_\_\_\_ Packet furnished by \_\_\_\_\_

THE TIDES GOLF LODGE, INC.

DECLARATION

THIS DECLARATION, made this 22nd day of October 1990, By The Tides Golf Lodge, Inc., a Louisiana Corporation qualified to do business in Virginia, herein sometimes referred to as "Developer", and The Highlands Property Owners' Association, Inc., a Virginia Corporation, herein sometimes referred to as "Association".

WITNESSETH:

The Tides Golf Lodge, Inc. is the owner of real property in White Stone Magisterial District, Lancaster County, Virginia, known as The Tides Golf Lodge, Inc., including common areas and roads (the "Property") shown on a plat of survey made by Tomlin & Keyser, C.L.S., dated May 16, 1990, entitled The Highlands at The Tides Golf Lodge, Inc., all of which are herein cumulatively referred to as "Plat" which Plat is recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ and which Plat is by this reference made a part hereof. The Developer intends to develop or cause to be developed thereon a residential community to be known as "The Highlands" in accordance with the applicable zoning and subdivision regulations of Lancaster county.

The Tides Golf Lodge, Inc. will convey to the Association certain roads, sewerage pumping station(s), if any common ones, and pipelines, as appropriate, and water distribution system. The water distribution and sewerage collection systems are included only as a right-of-way on or under property of The Tides Golf Lodge, Inc. The Tides Golf Lodge, Inc. and the Association hereby agree and declare that all of the subdivision shall be held and sold subject to the following easements, protective covenants and conditions. These easements, protective covenants and conditions shall run with the real property owned by The Tides Golf Lodge, Inc. and the real property to be conveyed to the Association and shall be binding on all parties having or acquiring any right, title or interest of The Tides Golf Lodge, Inc. in the properties described above or any part thereof. The Association hereby accepts the responsibilities and duties imposed on it by the easements, protective covenants and conditions hereinafter set out. The Association is joining in this declaration in order to acknowledge its obligations hereunder.

Developer may add, but in no way shall be obligated to add, additional lands to the property by an amendment to this declaration describing the additional lands, signed by developer alone and recorded in the public records of the county. Upon

such recording the additional lands shall be deemed part of the property and subject to the terms of this declaration. The Tides Golf Lodge, Inc. and the Association reserve the right to file Supplemental Declarations to correct typographical and other minor errors in this Declaration or the Plat.

#### MEMBERSHIP IN ASSOCIATION

Every person or entity who owns any interest (other than a security interest) in Lots "A" 1-6; "B" 1-10; and "C" 1-6 of The Highlands Subdivision, and as expanded if so done, shall be a member of the Association.

The Association's membership will be made up of all the owners of interest in Lots "A" 1-6; "B" 1-10; and "C" 1-6 and any expanded areas. When more than one (1) person holds an interest in any lot all such persons shall be members but in no event shall more than one (1) vote be cast with respect to any one (1) lot. An owner of two, or more lots, with one residence is entitled to one vote for each lot. Provided however that The Tides Golf Lodge, Inc. shall have two (2) votes for each lot which it owns.

#### PROPERTY RIGHTS

Every member shall have a right of enjoyment in and to the common areas and roads shown on the Plat for ingress and egress from his lot to VSH Rt. 222 and to the common areas. The Association shall have the right to limit the number of guests of a member who may use the common areas, roads and any improvements related thereto at The Highlands; the right to suspend the voting rights and use of common areas for any period during which any assessment against the lot remains unpaid; and the Association shall be in charge of the general policing and control of the common areas, the roads, sewerage system including pumping station(s), where applicable, and pipelines from lot lines to the treatment plant and the water distribution system from the tank outlet to the individual lot lines.

The members' easements of enjoyment created hereby shall be subject to the right of the Association A) to establish reasonable rules and to charge reasonable admission and other fees for the use of the common areas, if any, by members and guests of members and the right of the Association to suspend the right of a member to use any portion of its facilities for any period during which any assessment against his lot remains unpaid for more than thirty (30) days after notice; B) to suspend the right of a Member to use any portions of its facilities for a period for any other infraction of the Declaration or any rules and regulations which remain uncorrected after the last day of a period established for correction by the Association Board, such

period to be stated in a notice to the member together with a statement of the infraction complained of and the manner of its correction; (C) to mortgage any or all of the facilities, if any, constructed on the common area for the purposes of improvements or repair to Association land or facilities and the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association and this declaration.

Any member may delegate his right of enjoyment to the common areas and facilities of The Highlands, if any, to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association.

In the event any common area, or improvement thereon, is damaged or destroyed by a member or any of the members, lessees, guests, invitees, licensees, agents or members of their families, the member does hereby authorize the Association to repair such damage at his/her expense. The Association shall repair the damage in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as they may have been modified or altered subsequently by the Association in the discretion of the Association. The costs of such repairs shall become a Special Assessment upon the lot of such member. The Association and The Tides Golf Lodge, Inc. reserve the right to grant pipeline easements, driveway and road easements and utility easements over, along, across and under the common areas and easements designated on the plat, and over, along, across and under the lots in areas so designated therefor on the Plat. The Developer specifically reserves the right to use, cross, dig under the property of The Highlands Sub-Division for utilities, improvements and/or maintenance of The Tartan Golf Course at no charge to The Tides Golf Lodge, Inc. and Developer agrees to restore any altered ground to original condition at no expense to the Association.

The Tides Golf Lodge, Inc. does hereby establish a Landscape Preservation Zone (LPZ) as follows: on each lot, the LPZ shall be 25' in width along all sidelines, 50' along the front and back of the lot. The Developer, the Association, or the Architectural Review Committee shall establish restrictions for the use of areas so designated, and scenic easements in order to protect adjacent property owner's views, natural streams, water supplies, and to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands, woodlands, tidal marshlands, wildlife, game and migratory bird, to enhance open areas and open spaces, and to afford and enhance recreational opportunities, preserve historic sites, and implement generally the Plat. No clearing, grading, tree removal, or construction activity can take place in the LPZ without the prior written consent of the Architectural Review

Committee. The Developer and/or the Association hereby reserve the right of access upon such designated areas for the establishment and maintenance of improvements thereto including those of The Tides Tartan Golf Course, if any.

#### RESORT PRIVILEGES

The Tides Golf Lodge, Inc. does hereby make available to the individual lot owners the right to apply for playing privileges on The Tides Tartan Golf Course at the then established Initiation Fees and Seasonal dues as published by The Tides Golf Lodge, Inc. by mid-March each year. Acceptance of the owners by The Tides Golf Lodge, Inc. for such privileges will not be unreasonably withheld and each lot owner agrees to obey the rules and regulations of The Tides Tartan Golf Course as published from time to time. The Association provides a tennis court and pool for use by the owners but an owner may acquire additional privileges at The Lodge proper upon application at fees equal to those paid by residents of The Green. Until such time as The Association's tennis court and pool are finished Owners and their non-resident guests may use the pools and tennis courts at The Tides Lodge without charge. The Tides Golf Lodge, Inc. upon request, will open a charge (known as "City Ledger") account at The Lodge for the owner of each lot and the owner agrees to the normal Lodge terms and conditions of such an account.

#### ARCHITECTURAL AND SITE STANDARDS

The Tides Golf Lodge, Inc. has adopted a set of general rules and standards for the Property titled Architectural and Site Development Standards for the Residential Community of The Highlands at The Tides Golf Lodge, Inc. dated October 10, 1990, which are incorporated herein by reference and are attached hereto as Attachment A and apply to the development and use of the Property. These guidelines may be periodically amended with approval of The Tides Golf Lodge, Inc., (The Tides Golf Lodge, Inc. agrees that it will not unreasonably withhold such approval), by the Association upon recommendation by the Architectural Review Committee.

#### ASSESSMENTS/OPERATING EXPENSES/INDEMNIFICATION

Each owner by acceptance of a deed for property agrees to join the association and pay the Association Fifteen hundred dollars (\$1,500.00) per lot per year beginning at the 1991 annual meeting of the Association and to pay annually thereafter the same amount or an amount determined by a majority vote of the property owners present at a properly called meeting. Annually thereafter, the Association shall notify each owner as to the lot assessment and any special assessment. Any payment not made within forty-five (45) days of such notification of assessment

shall bear an interest rate of one and a half percent (1.5%) per month; eighteen percent (18%) per annum and the delinquent owner shall be liable for the cost of collection, if necessary, including reasonable attorney's fees. The association is responsible for all costs pertaining to the operation, maintenance, and/or repairs of the common area. This includes, but is not limited to, any and all taxes levied at any time upon the common property; utility charges for the common areas and improvements; insurance on the common areas, including but not limited to liability; maintenance and repair of all common areas and improvements; and the costs of administration of the Association as authorized by the board. The Association agrees that it will indemnify, defend (with counsel agreeable to the developer) and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life/limb and/or damage to personal property owned, or to be owned pursuant to the provisions of this declaration, by the association and improvements thereon, and from and against all costs, expenses, legal fees, expenses and liabilities incurred by or imposed upon developer arising from any such claim, the investigation thereof, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify developer for any expenses Developer may incur in bringing any suit or action for the purpose of compelling the specific performance of the terms, conditions and covenants contained in this document. The costs and expenses of any such indemnification shall be an operating expense of the association.

The Association, in addition shall have the power, if necessary, to make additional assessments for construction, maintenance and improvements as deemed appropriate for the roads, sewerage system, pipe lines, water system, common areas and improvements, if any, by positive vote of at least a majority of the lot owners voting in person or by proxy at a special meeting called for that purpose.

All assessments, including approved special assessments, shall be a charge and lien upon such respective lots as well as the personal obligation of the owner. The Association may, if an assessment is outstanding for more than six (6) months, bring an action at law against the owner personally obligated to pay the same.

Any funds determined necessary by the board to establish an adequate reserve fund for periodic repair and replacement of common areas and improvements shall be set by the board. Any reserves shall be deposited in a separate account and are the exclusive property of the association and no owner shall have any interest, claim or right to such reserves.

Notwithstanding any other provision of this Declaration or

otherwise, The Tides Golf Lodge, Inc. shall not be obligated to pay any fee or assessment on lots it owns unless The Tides Golf Lodge, Inc. has erected on a lot a residence certified for occupancy, which residence is intended to be held by The Tides Golf Lodge, Inc. and not marketed to a member other than The Tides Golf Lodge, Inc.

#### WASTE WATER TREATMENT

The Tides Golf Lodge, Inc., and successors or assigns, will provide sewerage treatment for each lot in "The Highlands" through its licensed treatment plant. Each owner shall pay The Developer a connection fee of \$1,500, per lot, at the time the physical connection is made to the treatment pipeline and agrees to use the type and model of the pump which has been set as a standard for each lot in order to facilitate repairs and/or replacement, if necessary. The Highlands Property Owner's Association shall pay, quarterly, a fee equal to the quarterly water bill for each lot that has a residence physically connected to the system. If an owner of two, or more, lots has only one residence on these lots, he/she, will pay The Association for each lot. This fee will change as the water bill changes. If the State Water Control Board, Virginia Department of Health or any other governmental agency shall require changes to the treatment plant with a cost in excess of \$10,000, each lot will be assessed a prorated cost as determined by the total cost (in excess of \$10,000) divided by the total number of private residential connections to the system wherever located, including, but not limited to, The Green. The Highlands Subdivision Property Owner's Association assumes all responsibility for the operation and maintenance of any common pumping station(s) and all piping to the discharge point at The Tides Golf Lodge, Inc.'s treatment plant. Individual lot owners assume responsibility for operation and maintenance of individual pumping systems to his/her lot line and agree that the Association has access to the pumping stations for maintenance, if necessary, without advance notice. An Operational and Maintenance Agreement, to be maintained by the Association, must be approved by the Health Department and/or the State Water Control Board prior to the operation of any pump station. The design and connection of each station and main will be in accordance with the requirements of the Department of Health including an approved alarm system and emergency pump connection.

#### CONTAMINATION

Owner's of each lot agree to NO DUMPING of any toxic material, cooking grease or oil, motor oil, herbicides and any other items as periodically notified by The Tides Golf Lodge, Inc. and/or any governmental regulatory agency into the sewerage system. No storm drains, down spouts, or ground or rain water from any source may be connected to the system.



## WATER SYSTEM

The Tides Golf Lodge, Inc., and successors or assigns, will provide domestic water for each lot in "The Highlands" from its approved water source. Each owner shall pay The Developer a connection fee of \$1500, per lot, at the time the physical connection is made to the water system. The Highlands Property Owner's Association shall pay, quarterly, a fee equal to the metered rates of Sydnor Hydraulics, Inc., or successors or assigns, for private residences in the town of Irvington, as metered at the discharge point of The Lodge's tank by a master meter. This fee will change as the rates change for private residences in Irvington. If the State Water Control Board, Virginia Department of Health or any other governmental agency shall require changes or treatment of the water with a cost in excess of \$5,000, the Association will be assessed a prorated cost as determined by the total cost (in excess of \$5,000) divided by the total number of private residential connections to the system wherever located, including, but not limited to, The Green. The Highlands Subdivision Property Owner's Association assumes all responsibility for the operation and maintenance of all piping from discharge point at The Tides Golf Lodge, Inc.'s water tank. The Tides Golf Lodge, Inc. reserves the connection of one home adjacent to the Number 12 Green with fees to be paid to The Tides Golf Lodge, Inc., by private meter reading, to The Association at the same rate charged The Association thus causing the Association no expense for this quantity of water. The lot owners, and Association, agree that water savers be used on all faucets and showers as well as toilets be used that are considered "water savers" in an effort to conserve water - a natural resource. If any individual desires to install his/her own private well, pool or lawn watering system, this would be permissible upon approval of the Architectural Review Committee and the Board. Any private pools or lawn watering system using water from the system shall be metered and the owner shall pay a per gallon rate, to the Association, equal to the rate the Association is paying The Developer for water for such additional water over and above the normal domestic water bill.

## WATER CROSS CONNECTION PROGRAM

The Highlands Subdivision Property Owners Association and each lot owner, by acceptance of a deed for property agrees to comply with the State Health Department "Cross Connection Control Program" as required by Section 6.00 of the "Virginia Waterworks Regulations" as periodically amended. A copy of the program is attached hereto as Attachment B.

## ORGANIZATION AND DUTIES OF ASSOCIATION

The Association shall be governed by the majority vote of

its members. An initial Board of Directors of three (3) members shall be elected by the membership, including one member who shall be appointed by The Tides Golf Lodge, Inc. The number of directors may be increased or decreased from time to time as set forth in the by-laws of the Association, provided that The Tides Golf Lodge, Inc. is always entitled to name one-third (1/3) of such members.

The Association shall hold the common areas and improvements, sewerage and water systems, and roads for the benefit of members of the Association and for the promotion of the recreational and residential development of The Tides Golf Lodge, Inc. The common Sewerage Pumping station(s), if any, are for the benefit of The Highlands Sub-Division. However, The Tides Golf Lodge, Inc. reserves the exclusive right to make other connections to the common sewerage pumping station, if any, or pipelines, if the capacity is sufficient. Any additions or changes necessary would be at the expense of The Tides Golf Lodge, Inc. Any users of such connections would semi-annually pay The Highland Association a yearly fee equal to 1/22 of the previous year's expense of maintenance and operation of the Sewerage Pumping Station plus 25% or a sum equal to the charge by The Tides Golf Lodge, Inc. for each lot plus 25% - whichever is less. Any assessment approved by the Association directly concerning the common Pumping Station(s) or pipe lines would be payable by these additional users in equal and direct proportion to the number of total users of the system.

The Association shall be charged with the duties of maintaining, improving, repairing, developing, and protecting the common areas and improvements, roads, the common sewerage Pumping Station(s), if any, and pipelines, water distribution system, and shall pay all taxes and expenses in connection with the common areas, improvements, roads, common sewerage pumping station(s), if any, pipelines (including furnishings and equipment related thereto), water system and shall have all powers consistent therewith and shall act as agent for owners and members of the Association with respect to all matters including rights and obligations involving, the common areas, sewerage system and any improvements and facilities thereon and drainage and utility easements and roads within the subdivision and shall be the sole agent for all negotiations and agreements in connection therewith.

#### PROTECTIVE COVENANTS

1. Each lot shall be for residential purposes only and shall be limited to one single family residence and other such outbuildings as are normally associated therein. The lot between 2-C AND 3-C will be a common area to benefit all lot owners, and only lot owners and their guests, in the Highlands Sub-Division. Non-residents may be extended privileges with a vote of 75% of the Association members present at a properly called meeting.

Commercial and business activities shall not be permitted within the Highlands Subdivision. A guest suite or like facility may not be rented except as part of the entire premises including the main dwelling which may be rented only as a single family dwelling. Accessory buildings may not be rented except as part of the entire premises including the main dwelling. Accessory buildings may not be constructed prior to the construction of the main residence. All structures on any individual lot shall be constructed to generally conform in appearance.

2. The minimum square feet of heated living area for each dwelling on each site is 1,800 square feet for a 1 story house and 2,100 square feet for a 2 story house. Living area shall not include basements, garage, carport, porches and/or decks.

3. All buildings, additions, walls, fences, other structures and landscaping within the LPZ, constructed or erected or performed upon any lot shall be approved prior to beginning construction, in writing, by the Architectural Review Committee as to placement of buildings, landscaping within the LPZ, and design. Notice to the Architectural Review Committee will be sent to the Chairman of the Architectural Review Committee. Refusal of approval of plans, location, or specification (including exterior colors) may be based by the Architectural Review Committee upon any grounds, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Architectural Review Committee shall seem sufficient. No removal or planting of perennial or permanent trees or shrubs of a non-maintenance character within the LPZ shall be permitted without like approval by the Architectural Review Committee.

4. Subject to such limitations as may from time to time be set by the Association, generally recognized house pets may be kept and maintained provided such pets are not kept or maintained for commercial purposes. No pets may be kept on any lot not improved with a residence. All pets must be kept under the control of their owner when they are outside and must not become a nuisance to other residents or golfers on The Tides Tartan Golf Course, and if any such pets are declared a nuisance by the Association, the Developer, or the Architectural Review Committee they shall be removed from the property within thirty days after written request to do so.

5. No signs of any type, including but not limited to "For Sale" or "For Rent" signs shall be displayed to public view on any lot except standardized name and address lawn signs and contractor's signs as are approved by the Architectural Review Committee not to exceed 18" square. Signs, if any, erected by The Tides Golf Lodge, Inc. shall be exempt from this covenant.

6. Only mailboxes and newspaper tubes meeting the design standards of the Architectural Review Committee shall be permitted.

7. Exterior satellite dishes, antennas, window mounted or through the wall mounted air-conditioning units, or alternative energy source such as wind driven electrical generators, or active or passive solar energy collectors are prohibited except the Membership, by 75% vote at an Annual meeting, may approve solar energy collectors upon recommendation of the Architectural Committee. One American flag not to exceed 3' by 5' may be displayed from a wall mounted flag pole from each residence and a maximum of two flag poles on the common area. No other flags are permitted to be displayed from a residence.

8. Permanent exterior clothes drying apparatus is prohibited.

9. No trucks, campers, oversize vans, motorcycles/bikes, boats on or off trailers, golf carts, motor bikes or ATV's (all terrain vehicles) shall be parked overnight (unless in a closed garage), operated or maintained on any lot or other property subject to these covenants including the property of The Tides Golf Lodge, Inc. known as The Tides Tartan Golf Course. Construction vehicles shall be permitted on a lot during the period of construction of a dwelling unit. No vehicle shall remain in the Highlands Subdivision unless it has a current state license plate, county/city tags and a current inspection sticker. The repairing of any kind of vehicle shall not be permitted except within a closed garage.

10. No tennis courts shall be constructed on any Owner's lot except as may be approved on a case by case basis by the Architectural Review Committee, but in no instance shall they be lighted.

11. In areas designed "Landscape Preservation Zone (LPZ)" no trees, bushes, or shrubs may be cut or planted regardless of size and no permanent structures to include houses, decks, gazebos, patios, pools, garages, posts, and the like may be erected or located without the prior written approval of the Developer or the Architectural Review Committee. It is recognized that drywells, utilities, retaining walls and driveways may need to be installed in the LPZ with prior written approval of the Architectural Review Committee.

12. Reasonable rules and regulations concerning the use of the common areas and LPZ and conduct of the members and their families, guests, tenants, agents and invitees to the property may be made, amended and revoked from time to time by The Tides Golf Lodge, Inc. (only until such time as written assignment for the enforcement of this Declaration is given to the Association) or by the Association. Copies of rules and regulations and all amendments thereto relating to facilities of The Tides Golf Lodge, Inc. shall be furnished by The Tides Golf Lodge, Inc. or

the Association to all members upon request.

13. The Developer, or Board of Directors of the Association may issue temporary or long term permits to except any prohibitions expressed or implied by this Declaration provided The Tides Golf Lodge, Inc. agrees and the Association and The Tides Golf Lodge, Inc. act in accordance with adopted guidelines and procedures and can show good cause and only when the result does not affect the intent and quality of the design of the highlands.

14. Private swimming pools will be permitted upon approval of plans and specifications by the Architectural Review Committee. See the Section pertaining to "Water System" in regards to use of water for private pools.

15. Trash cans and exterior heat pump compressors, air conditioners, and other heating and air conditioning equipment shall be screened from public view in a manner acceptable to the Architectural Review Committee and shown on the plans. Electrical meters must be on side walls and painted to match the siding or screened with shrubs.

16. The Owners are responsible for maintaining their respective lots in a clean and neat appearance prior to, during and after construction, of any structure thereon, to include mowing of grass as needed or directed by The Tides Golf Lodge, Inc., the Architectural Review Committee or the Association. An adequately sized trash container shall be placed on the lots during construction. All construction material shall be stored solely on the respective lots. Any damage to road, base or shoulders shall be repaired by the responsible owner. Trash and construction debris shall be removed as required or directed by the Architectural Review Committee. The Association upon notice from the Architectural Review Committee is authorized at its discretion to enter onto any lot to cause such work to be performed at the owner's expense in order to bring lots into compliance with notice, as provided.

17. All driveways leading from any main roads must use concrete culverts of sufficient diameter to meet the Virginia Department of Highways and Transportation's standards and quality and should be designed to have minimal visual impact.

18. All trash and garbage shall be kept from public view. All sites shall be maintained in a neat and orderly appearance, including periodic cutting of grass. The Association shall automatically have the right (without notice to the owner) to cut the grass on any site once said grass exceeds a height of one foot. The Developer and the Association also reserve the right (without notice to the owner) to enter the property to do any

necessary maintenance work on any part of the sewerage pumping stations deemed necessary. The reasonable cost for the cutting of the grass, maintaining the sewerage system and any related costs associated with the billing for said action shall become the responsibility of the respective lot owner. These costs will be considered the same as a special assessment against that specific owner.

19. No house trailers, modular or mobile homes may be placed on any lot. No exterior cinderblock, aluminum or vinyl siding construction shall be permitted. The exterior finish of the residence and any other structures shall be approved by the Architectural Review Committee.

20. No lot can be further subdivided except in the case of an entire lot being merged with an adjoining lot.

21. No part of any lot or improvement thereof shall be used for any purpose or manner which will be injurious or offensive to a residential neighborhood and golf course.

22. A thirty (30) foot utility easement is reserved adjacent to all roads, as well as a thirty (30) foot easement that also straddles each lot sideline. Drainage easement areas are reserved as shown on Master Plat and easements of way are reserved over the common areas for the installation and maintenance of utilities and remote drain lines. The Developer grants the necessary easements for the installation of the sewerage and water lines on his property. All utilities shall be underground. If any operational pipes of any type pertaining to the golf course are found within a lot the Developer will move them, whenever possible, at his expense and cooperation of the owners is expected to minimize the effect and expense.

23. The house, garage, deck and all structures on each lot shall be placed as determined by the Architectural Review Committee.

24. The exterior of all houses and other structures and landscaping on all lots must be completed in accordance with plans and specifications approved by the Architectural Review Committee within 12 months after construction of same shall have commenced, except that extensions may be granted by the Architectural Review Committee where such completion is made impossible or would result in great hardship to the owner or builder due to strikes, casualty losses, national emergencies, or natural calamities. In the event any structure or landscaping is damaged or destroyed during or after construction, the member shall make every reasonable effort to rebuild the structure or landscaping to its original condition as rapidly as possible, or, in any event, within twelve months of the date such damage occurs.

25. The Association, The Tides Golf Lodge, Inc. or individual member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Architectural Review Committee, The Tides Golf Lodge, Inc. or by any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

26. Invalidation of any one of these covenants, by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

27. The Highlands Subdivision and The Tides Tartan Golf Course are wildlife sanctuaries and no hunting shall be permitted on the property.

28. It is the intention of the developer that roads or streets within The Highlands Subdivision remain private until such time as 100% of the lot owners on a specific street or road agree to the Commonwealth of Virginia assuming control and care of each road or street.

29. The proper maintenance of the property is solely the responsibility of the owner to maintain at all times, prior to, during, and after construction the property, including improvements, in a neat, aesthetically pleasing manner, in proper condition and good repair. Each owner shall promptly perform all maintenance and repair work upon his residence which if not performed would affect any other portion of the Highlands. The owner shall be liable for any expense incurred by the Association for any maintenance, repair or replacement of any personal or real property within the Highlands and rendered necessary by his act, neglect or carelessness, or by that of his lessee or any member of their family, or their guests, employees or agents (normal wear and tear excepted) as properly approved by majority board action after fifteen (15) days written notice to the owner except in an emergency when no advance notice is required. The Association, or its designees, shall have the right to enter upon the property for the purpose of performing the necessary maintenance/repairs described in the notice to the owner. Such action shall not be deemed as a trespass and the cost of same for such action(s) and any related costs associated with the billing for said action shall become the responsibility of the respective lot owner. These costs will be considered the same as a special assessment against that specific owner.

30. These covenants shall run with the land and shall be binding upon all lot owners, including their invitees, heirs, successors and assigns and all parties claiming through them

until the year 2001 Association meeting. After the enforcement of these restrictions has been assigned in writing to the Association by the Developer, these covenants shall automatically extend for incremental periods of one (1) year unless changed in whole or in part by a vote of 75% of the members at a properly called meeting at which a quorum is present and a majority of the board. Properly executed proxies are authorized. Any changes that affect the appearance of the exterior of any building and real estate must be approved by 75% of the members of The Highlands Homeowners association as well as by The Tides Golf Lodge, Inc. who shall not unreasonably withhold approval. No amendment may be made that would allow a lot(s) to be subdivided or cause any change from a residential development.

31. Until the enforcement of these restrictions is assigned in writing to the Association, all amendments, modifications, waivers or exceptions shall only be made by the Developer, which amendment(s) shall be signed only by the Developer and need not be joined by any other party or parties; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request. An amendment may be recorded amongst the public records of Lancaster county.

32. Notwithstanding the foregoing, no amendment shall be effective which shall in a material fashion impair the rights or priorities of the Developer or any owner or institutional mortgagee under this declaration without the specific written approval of developer, the owner, and/or the institutional mortgagee affected thereby.

33. Properly approved amendments to this declaration shall become effective upon recordation amongst the public records of Lancaster county. A copy of such amendment shall be mailed to each owner and known institutional mortgagee as soon as practicable after the recording.

34. Any notice or other communication required shall be deemed properly given and delivered upon the mailing, by certified mail, by United States mail, postage prepaid to: (1) the owner at the addresses as it appears in the Association's records at the time of the mailing and (2) the Association c/o Box 309, Irvington, Va. 22480 and the Developer at Box 309, Irvington, Va. 22480. The Developer and Owners are responsible for informing the Association of any corrections or changes in names or addresses. If the Association changes its address the Developer and Owners shall be so notified as required in this section.

35. In the event of conflict between the provisions of this Declaration, the provisions of the Articles, the By-laws, and/or



rules promulgated by the Association, the provisions of this Declaration shall control.

36. In the event there is a dispute as to the covenants, restrictions, easements, or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned herewith. Any use of the rights reserved in this Declaration by the Developer shall be deemed proper and shall not be subject to a contrary determination by the board.

37. The Association shall make all of its books, records, documents and financial statements of the Association available to the Owners, Developers, the holders, insurers or guarantors of any first mortgages during normal working hours or under reasonable circumstance. In addition, the Association shall provide evidence of insurance covering liability as to association property to each owner and mortgagee holding a recorded mortgage upon request.

38. No amendment to this declaration, the Articles or the By-laws of the Association shall be made which alters or modifies any mortgagee's rights granted pursuant to this declaration without mortgagee's prior written permission.

39. The approval of three-fourths (3/4) of all owners present at a duly called meeting must be obtained prior to the hiring or payment of legal or other fees to persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of assessments;
- (b) the collection of other charges which owners are obligated to pay pursuant to the documents;
- (c) the enforcement of the use and occupancy restrictions contained in the documents;
- (d) in the event of an emergency where waiting for the necessary approval (at the sole opinion of the board) creates a substantial risk of irreparable injury to the association property or owner(s); or
- (e) filing a compulsory counterclaim.

40. Any lease entered into by an owner shall provide that the lessee has been given a complete copy of the documents and has obligated him/her self to follow the documents just as if he/she were an owner. Notwithstanding the foregoing, the owner who leases his lot/residence shall remain liable for all the obligations set forth in the documents.

41. Each owner by acceptance of a deed or other instrument of conveyance for any portion of the property, agrees to be bound

of conveyance for any portion of the property, agrees to be bound by and comply with the provisions of this declaration.

42. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or portion of its responsibility for maintenance, operation, and administration, as provided, herein, to any managing agency or entity selected by the Board from time to time and whether or not related to the Developer or Owner or Director at a compensation amount agreed to by the Board.

The Tides Golf Lodge, Inc.

Date: 11/6/90

By: [Signature]  
President

The Highlands Property Owners Association, Inc.

Date: 11/6/90

By: [Signature]  
President

Copyright 1990 by The Tides Golf Lodge, Inc.

State of Virginia  
County of Lancaster -

The foregoing instrument was acknowledged before me this 6th day of November, 1990 by E. A. Stephens, Jr., President of The Tides Golf Lodge, Inc. and The Highlands Property Owners Association, Inc. <sup>Virginia</sup> corporations, on behalf of the said corporations.

W. Sarcant Clarke  
Notary Public  
My Commission expires June 12, 1992

Attachment "A"

ARCHITECTURAL AND SITE DEVELOPMENT STANDARDS  
FOR THE RESIDENTIAL COMMUNITY OF THE HIGHLANDS  
and other residential lots  
AT  
THE TIDES GOLF LODGE, Inc.

ARTICLE I  
PURPOSE AND INTENT

The following standards are established for the enhancement of property values for the residential community of "The Highlands" and other lots at the Tides Golf Lodge, Inc, through the controlled development of harmonious architectural styles and appealing home sites. This community is and will be enhanced by strict adherence to controls, restrictions and guidelines established by The Tides Golf Lodge, Inc. and various consultants. Development controls will enhance the quality of environment for our community and accelerate the potential increase in property values. To that end the Architectural Review Committee will be appointed to strictly enforce the architectural and site development restrictions.

ARTICLE II  
DEFINITIONS

(a) Association - legal entity called The Highlands Property Owners' Association, Inc. (Association) established among the lot owners to administer Common Areas and improvements and architectural and other controls at Highlands Subdivision.

(b) Builder - an individual or organization, properly licensed by the Commonwealth of Virginia as a general contractor, constructing an individual house or houses at The Highlands at The Tides Golf Lodge, Inc. The Architectural Review Committee and The Highlands Property Owners' Association, Inc. retains the right to accept or reject each Builder.

(c) Architectural Review Committee - committee established initially by the Developer (The Tides Golf Lodge, Inc.) and subsequently by The Highlands Property Owners' Association, Inc., comprised of design professionals and/or others for review of all architectural design, construction plans, landscape plans, site development, and maintenance for the residential community of The Highlands Subdivision.

(d) Developer - is the organization which is subdividing land, building roads, utility lines, and providing the initial recreational facilities at "The Highlands".

(e) Commons Area - those areas and improvements within The Highlands that are owned by The Highlands Property Owner's Association including, but not limited to, the roads, common Sewerage Pumping Station(s), if any, and piping system for waste disposal and water distribution and the Recreational Lot between C-2 AND C-3 and improvements thereon.

(f) Lot Owner - is an individual, individuals, corporation, partnership or other owner of record that owns a lot within The Highlands Subdivision.

(g) Operating Expenses - means the expenses for which the owners are liable to the Association as described in the Documents, and includes, but is not limited to, the cost and expenses incurred by the Association in administering, operating, constructing, maintaining, repairing and replacing the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the association in carrying out its duties and powers under the documents.

### ARTICLE III ARCHITECTURAL REVIEW COMMITTEE

**Membership:** The initial Architectural Review Committee consisting of three individuals will be appointed by the Developer. The numbers of members of the committee may be altered by the Developer or the Association in accordance with the Bylaws of the Association.

**Procedures:** The Architectural Review Committee is empowered to administer and enforce the architectural style and site development restrictions included herein. All construction on individual lots and Common Areas to be included in The Highlands Subdivision residential community shall be reviewed by the Committee. Lot owners and Builders desiring to construct any improvement at The Highlands shall submit three copies of each set of plans to the Chairman of the Architectural Review Committee. Members of the Architectural Review Committee may meet formally or informally to discuss compliance of the submissions with the restrictions of the subdivision. Three weeks will be allowed for the review of site and construction plans. At the end of the three week period the Architectural Review Committee may:

- (a) approve the plans in writing;
- (b) deny approval of the plans in writing;
- (c) approve the plans in writing subject to certain conditions or suggested changes;
- (d) give written notice of two weeks extension of time

to review the plans.

When revisions are required, amended plans should be resubmitted within three weeks for final approval prior to the commencement of site clearing or any construction activity.

**Authority to Waive Requirements:** The Architectural Review Committee and/or the Developer (until rights are assigned in writing to the Association) have the sole authority to waive the requirements set forth herein, but may do so only when the intent and quality required of the design elements at The Highlands Subdivision are satisfied. The waiver of specific requirements shall be at the sole discretion of the Architectural Review Committee who shall seek required approval of The Tides Golf Lodge, Inc. who shall not unreasonably withhold permission.

**Indemnifications:** The Architectural Review Committee, and The Tides Golf Lodge, Inc., are indemnified against and shall be held harmless by the Association and each lot owner for any legal action caused by errors, omissions or delays caused by its deliberations. Each lot owner acknowledges that the Architectural Review Committee and/or The Tides Golf Lodge, Inc. is not responsible for engineering, designing or constructing structures and each lot owner agrees for their respective lot to indemnify and hold the Architectural Review Committee and The Tides Golf Lodge, Inc. harmless from liability for any such responsibilities.

#### ARTICLE IV SUBMISSION REQUIREMENTS

**Local Code and Ordinance Compliance:** No architectural or site restriction contained herein relieves Builders or Lot Owners within The Highlands from compliance with local, state and federal regulations governing development or construction. In the event of conflict between restrictions contained herein and governmental regulations the more restrictive shall apply.

**Schematic Design:** Initially, three sets of plans to include floor plans, elevations and site plans, including landscaping plans at a scale of not less than 1/4" to one foot shall be submitted to the Chairman of the Architectural Review Committee for approval.

**Final Architectural Design:** Once Schematic plans are approved, final architectural plans and details (3 sets) shall be submitted to the Chairman of the Architectural Review Committee for their action. The drawing shall be at a minisua scale of 1/4" = 1.0'.

**Final Site Design:** Three sets of the final site plan, at a scale of 1" = 20', shall be submitted to the Chairman of the

Architectural Review Committee. At a minimum, each site plan must include setback, side and rear yard lines, all building locations, driveways, parking areas, walks.

**Material Selections:** In conjunction with final architectural and site design as outlined above, Builder or Lot Owner shall submit samples of all exterior colors and materials to be included in the proposed construction.

ARTICLE V  
SITE DEVELOPMENT REQUIREMENTS

**Stake Out Review:** Prior to beginning any clearing, construction or landscaping activity, the Builder or Lot Owner must stake out all of the corners of the house as well as flag any other areas to be cleared and graded. A member of the Architectural Review Committee will then review the staking and flagging for compliance with site plan that has been previously approved by the Architectural Review Committee. In the event that these activities do not comply with the approved site plan, the Builder or Lot Owner are prohibited from proceeding with the clearing or construction activity. The Builder or Lot Owner can either correct the staking and flagging or submit an amended site plan for approval by the Architectural Review Committee.

**Erosion and Sedimentation:** Builders and Homeowners are required to comply with "minimum criteria for erosion and sediment control" of the Virginia Erosion and Sediment Control Handbook, 1985 or subsequent edition and all building code requirements of Lancaster County.

**Erosion:** Erosion control shall be limited to rip-rap, retaining walls of salt treated material and biological measures.

**Storage of Construction Materials:** Only usable construction materials may be stored on a construction site. They must be neatly stacked and maintained. Discarded construction materials refuse and debris must be removed from the site weekly or more frequently as needed or required by the Architectural Review Committee.

**Protection of Existing Vegetation:** No trees greater than 6" in diameter may be removed from a site without the prior approval of the Architectural Review Committee. Tree protection measures must comply with the erosion control measures of Lancaster County. The Developer intends to preserve as much of each building lot in a natural state as possible.

**Grading and Drainage:** Grading and drainage construction within the site shall not be constructed so as to visually detract from other residences or cause excess water to enter The Tides Tartan Golf Course. Subsurface drainage may be required

where necessary, to resolve unusual surface or subsurface drainage conditions and reasonable and necessary easements are agreed to by Developer and each lot owner by acceptance of a deed for property.

**Driveways and Parking Areas:** the material used shall blend with the neighborhood and shall be approved by the Architectural Review Committee.

**Layout:** Driveways and parking shall be laid out in an efficient and aesthetically pleasing manner.

**Culverts:** Culverts must be constructed in order to minimize their visual impact and be of concrete and to state specifications.

**Walks and Terraces:** Walkways and terraces must be constructed of materials of compatible quality to the architectural materials in the house. The recommended construction materials are exposed aggregate concrete or aggregate 'epoxy', brick masonry, and flagstone or slate set in a cement mortar bed or "salt treated" wood other than plywood. Any walkway or terrace constructed of any other material must provide for appropriate edging to maintain its structural integrity.

**Storage, Workshops, Garages, Service and Refuse Facilities:** Freestanding storage sheds, workshops, garages or any other structures located on a building lot must be designed and located as an integral part of the house and its site plan. These structures should be massed with the house and incorporate appropriate landscaping, walkways and fencing as well as be of the same architectural style; finished materials and a compatible color. These requirements also apply to gazebos, playhouses and deck railings.

**Fencing:** No Fences will be allowed except those approved by the Architectural Review Committee for tennis court, trash areas, to separate a common area from an adjacent lot and as required for the common areas for safety or by Governmental Regulations or Codes.

**Mailboxes/Paper Boxes:** A standard mailbox/paper box design shall be established by the Architectural Review Committee for the community.

**Lightings:** It is recommended that all light sources be recessed, indirect, shielded or protected by plant material or architectural barriers. Overhead yard lights are prohibited.

**Lawns and Plantings:** In general, the selection of plant material must be complementary to or in the same vernacular as the design theme established for the neighborhood and The Tides

Tartan Course. A schedule of plant materials to be used shall be submitted by the Builder for approval by the Architectural Review Committee.

ARTICLE VI  
MAINTENANCE REQUIREMENTS

Post Construction: After review and approval of construction by the Architectural Review Committee, no structure shall be altered, modified, or expanded (including change of exterior color scheme) without the written approval of the Architectural Review Committee.

Right of Highlands Subdivision Property Owners' Association, Inc. to Intercede: Any lot, site or structure which fails to comply with the standards of maintenance and appearance are subject to action by The Highlands Property Owners Association, Inc. Where maintenance and appearance standards are not acceptable, Highlands Subdivision Property Owners Association, Inc. may intercede at the Lot Owner's cost and maintain such a site or structure.

Standards of Appearance: Guidelines for appearance and maintenance shall be reviewed and modified from time to time by the Architectural Review Committee and recommendations made to the Highlands Subdivision Property Owners Association. The Highlands Subdivision Property Owners Association. is empowered with the legal right to enforce appearance standards by special assessment, property liens and the right to enter private property for the purpose of bringing such property into conformity. The Tides Golf Lodge, Inc. specifically reserves the right of approval for any building exterior or structural changes that affect the general appearance of The Highlands from The Tides Tartan Golf Course irregardless of the rulings of the Architectural Review Committee. Such approval will not be unreasonably withheld.

The Tides Golf Lodge, Inc.

Date: November 6, 1990

by: [Signature]  
President

Agreed to: The Highlands Property Owners Association, Inc.

Date: November 6, 1990

by: [Signature]  
President



ATTACHMENT B

CROSS CONNECTION CONTROL PROGRAM

FOR

THE HIGHLANDS SUBDIVISION  
and other lots

AT

THE TIDES GOLF LODGE, Inc.

A. Purpose: It is the purpose of the Cross-Connection Control and Backflow Prevention Program to protect consumer's drinking water from contamination which may result from direct or indirect connection between the public water supply and any source of contamination. This program is to be an on-going program consistent with the extent of the system and the type of consumer served.

This program is being established in accordance with Section 6.00 of the Commonwealth of Virginia Waterworks Regulations and is a supplement to applicable local codes.

B. Responsible Charge: The following person(s) shall be responsible for the inspection of the waterworks for cross-connection and backflow prevention control.

President  
The Highlands Property Owners Association  
P.O. Box 309  
Irvington, Va. 22480

and/or  
the individual owner of any other lot at  
The Tides Golf Lodge having purchased such lot from The Lodge.

C. Record Keeping: All records of questionnaires and health hazards found or corrected shall be kept at the office of the President of The Highlands Property Owners Association or the other individual lot owner.

D. Cross-connection and Backflow Prevention Plans:

1. Every three years the attached cross connection notice (see attachments) will be sent to all existing homeowners and other users of the water system.

2. Responses from the home owners and other users will be reviewed by the individual responsible for the program. Appropriate measures to prevent backflow or back siphonage will

be required based on the homeowner's response and any subsequent inspection deemed necessary. If necessary, this notice will be discussed with the local building official and the necessary approved backflow prevention devices will be installed. All devices installed will be from the list of devices approved by the State Health Department.

3. All new occupants in the service area will be required to fill out and sign the questionnaire within 30 days of moving into the service area.

4. A list of locations of installed devices will be kept on file (if applicable) at the waterworks. The testing of these devices will be conducted annually in accordance with the instructions of the manufacturer at the expense of the homeowner.

5. The following items and activities will not be allowed in the system without special inspection and approval.

- a. Photo developing
- b. Hand-held shower heads
- c. hose bib connectors
- d. hose connected to outside faucets without vacuum breakers

This program, including attachment of definitions and executed copies of Attachment 2 will be maintained at the Office of the President or the individual lot owner in the case of a non-member of The Highlands Property Owners Association.

6. All aspects of this program will be administrated in strict compliance with Section 6.00 of the Commonwealth of Virginia Waterworks Regulations.

The Tides Golf Lodge, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
E. A. Stephens, Jr. President

AGREED TO:

The Highlands Property Owners Association, Inc.

Date: \_\_\_\_\_

By: President \_\_\_\_\_

Date: \_\_\_\_\_

Individual Lot owner \_\_\_\_\_

Definitions

**Air Gap Separation** - The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the rim of the receptacle.

**Auxiliary Water System** - Any water system on or available to the premises other than the waterworks. These auxiliary waters may include water from another purveyor's waterworks; or water from a source such as wells, lakes, streams; or process fluids; or used water.

**Backflow** - The flow of contaminants, pollutants, process fluids, used water, untreated water, chemicals, gases, non-potable waters into any part of a waterworks.

**Backflow Prevention Device** - Any approved device, method or type of construction intended to prevent backflow into a waterworks.

**Consumer** - The owner or person in control of any premises supplied by or in any manner connected to a waterworks.

**Consumer's Water System** - Any water system located on the consumer's premises, supplied by or in any manner connected to a waterworks.

**Contamination** - Any introduction into pure water of microorganisms, wastes, wastewater, undesirable chemicals, or gases.

**Cross-Connection** - Any connection or structural arrangement, direct or indirect, to the waterworks whereby backflow can occur.

**Degree of Hazard** - This is a term derived from an evaluation of the potential risk to health and the adverse effect upon the waterworks.

**Double-Gate Double Check Valve Assembly** - An approved assembly composed to two single independently acting check valves including tightly closing shutoff valves located at each end of the assembly and petcocks and test gauges for testing the watertightness of each check valve.

**Health Hazard** - Any condition, device or practice in a waterworks or its operation that creates, or may create, a danger to the health and well-being of the water consumer.

**Pollution** - The presence of any foreign substance (chemical, physical, radiological, or biological) in water that tends to degrade its quality so as to constitute an unnecessary risk or impair the usefulness of the water.

**Pollution Hazard** - A condition through which an aesthetically objectionable or degrading material may enter the waterworks or a consumer's water system.

**Process Fluids** - Any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted which would constitute a health, pollution, or system hazard if introduced into the waterworks. This includes, but not limited to:

1. Polluted or contaminated waters.
2. Process waters.
3. Used waters originating from the waterworks which may have deteriorated in sanitary quality.
4. Cooling waters.
5. Contaminated natural waters taken from wells, lakes, streams, or irrigation systems.
6. Chemicals in solution or suspension.
7. Oils, gases, acids, alkalis, and other liquid and gaseous fluids used in industrial or other processes, or for fire fighting purposes.

**Pure water or Potable Water** - Water fit for human consumption and use which is sanitary and normally free of minerals, organic substances, and toxic agents in excess of reasonable amounts for domestic usage in the area served and normally adequate in supply for the minimum health requirement of the persons served.

**Reduced Pressure Principle Backflow Prevention Device** - A device containing a minimum of two independently acting check valves together with an automatically operated pressure differential relief valve located between the two check valves. During normal flow and at the cessation of normal flow, the pressure between these two checks shall be less than supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure.

The unit must include tightly closing shut-off valves located at each end of the device, and each device shall be fitted with properly located test cocks. These devices must be of the approved type.

**Service Connection** - The terminal end of a service line from the waterworks. If a meter is installed at the end of the service, then the service connection means the downstream side of the meter.

**System Hazard** - A condition posing an actual, or threat of, damage to the physical properties of the waterworks or a consumer's water system.

**Used Water** - Any water supplied by a water purveyor from waterworks to a consumer's water system after it has passed the service connection.

**Water Purveyor** - An individual, group of individuals, partnership, firm, association, institution, corporation, municipal corporation, county, or authority which supplies water to any person within this State from or by means of any waterworks.

**Waterworks** - All structures and appliances used in connection with the collection, storage purification and treatment of water from drinking or domestic use and the distribution thereof to the public or residential consumers as set forth in Title 32.1, Chapter 6, Section 32.1-167, Code of Virginia 1950, as amended.

Attachment No. 2 to 'B'  
Box 309  
Irvington, Va. 22480

Dear Occupant:

Notice

Section 6.00, Commonwealth of Virginia Waterworks regulations states that the water purveyor shall establish a program of cross-connection and backflow prevention control consistent with the extent of the system and type of consumer served. Each waterworks owner must establish this program to prevent contamination of the potable water system.

How does contamination occur? Contamination may occur under backsiphonage or backpressure conditions whereby contaminants are siphoned respectively back into the potable water supply.

Backsiphonage of contaminants may occur when there is a pressure drop creating a suction or partial vacuum in the system. This may occur during a line break or high usage in fire fighting situations.

Backpressure may occur when there are pumps or boilers on the water system which produce pressures higher than water system pressure.

In some homes, the following are required to be protected against backflow. Please indicate whether you have the following items connected to the public drinking water system:  
(Return immediately, please)

- a. Swimming pools  Yes  No
- b. Hose bib connectors where water operated aspirators are used  Yes  No
- c. Water softeners  Yes  No
- d. Frost-proof hydrants  Yes  No
- e. Lawn sprinklers  Yes  No
- f. Connections to unapproved sources such as springs, individual wells, cisterns, etc.  Yes  No g.
- g. Photo-developing  Yes  No
- h. Hose bibs at laundry tubs  Yes  No
- i. Hand-held shower heads  Yes  No
- J. Others, Please List: \_\_\_\_\_

Signed: \_\_\_\_\_ Lot No. \_\_\_\_\_

THE HIGHLANDS  
Proposed Budgets  
1990/91 and possible through 1995/96

Attachment 'C'

|   | No. lots paying dues per month of:             |                  |                 | Attachment 'C'  |                      |                 |
|---|--|------------------|-----------------|-----------------|----------------------|-----------------|
|   | 1990/91  | 1991/92          | 1992/93         | 1993/94         | 1994/95              | 1995/96         |
| INCOME:                                   |  |                  |                 |                 |                      |                 |
| Annual Dues                               | 6  | 10               | 14              | 18              | 23                   | 23              |
| Miscellaneous (Interest, etc.) (Note 'E') | \$9,000  | \$15,000         | \$21,000        | \$27,000        | \$34,500             | \$34,500        |
| <b>Total</b>                              | <b>\$9,000</b>                                 | <b>\$15,000</b>  | <b>\$21,000</b> | <b>\$27,053</b> | <b>\$34,791</b>      | <b>\$35,303</b> |
|   |  |                  |                 |                 | Pool included in '23 |                 |
|   | No. houses connected - sewerage/water monthly: |                  |                 | 940.00          |                      |                 |
|   | Note 'C'                                       | 8                | 12              | 16              | 18                   | 23              |
| EXPENSES:                                 |  |                  |                 |                 |                      | Includes pool   |
| Sewerage                                  | \$1,440  | \$3,840          | \$5,760         | \$7,680         | \$8,640              | \$11,040        |
| Water                                     | \$1,440  | \$3,840          | \$5,760         | \$7,680         | \$8,640              | \$11,040        |
| Insurance 'D'                             | \$1,200  | \$2,400          | \$2,400         | \$2,400         | \$2,400              | \$2,400         |
| Maint/pool/tennis/grass 'B'               | \$2,500  | \$4,518          | \$4,538         | \$4,538         | \$4,538              | \$4,538         |
| Reserve                                   | \$0  | \$1,000          | \$1,000         | \$1,000         | \$1,000              | \$1,000         |
| Miscellaneous (Taxes, etc.) 'A'           | \$1,000  | \$1,000          | \$1,040         | \$1,082         | \$1,125              | \$1,170         |
|   | <b>\$7,580</b>                                 | <b>\$16,598</b>  | <b>\$20,598</b> | <b>\$24,480</b> | <b>\$26,443</b>      | <b>\$31,288</b> |
| <b>Profit (Loss)</b>                      | <b>\$1,420</b>                                 | <b>(\$1,698)</b> | <b>\$402</b>    | <b>\$2,573</b>  | <b>\$8,347</b>       | <b>\$4,014</b>  |
| <b>Reserve Fund Balance</b>               | <b>\$0</b>                                     | <b>(\$698)</b>   | <b>\$302</b>    | <b>\$1,302</b>  | <b>\$2,355</b>       | <b>\$3,645</b>  |

'A' = \$175,000 value at .50/\$100 plus some other minor miscellaneous.

'B' = Maint Pool & Tennis & Roads - \$1500 year PLUS \$1,000 laborer - first year.

After first year:

Laborer at \$7.50 per hour 10 hours per week for 6 months

Laborer at \$7.50 per hour 4 hours per week for 4 months

Plus 4% after year two for maintenance and taxes.

'C' = assumes 6 lots connected for 6 months.

'D' = Lodge will cover commons area insurance until deeded to Association.

'E' = Investments earn 7.5% assumed and Investment Income is added to Reserve Fund.

Other Notes and assumptions:

The Tides Lodge will maintain the common areas until such time as the property is deeded to the Association. Losses, if any, suffered in the first three years will be loaned by the Developer, at lowest legal interest rate, to the Association.  
VIRGINIA, to-wit:

In the Clerk's Office of the Circuit Court of Lancaster County, the 22nd day of Nov. 1990, the foregoing writing was presented and with certificate on next, admitted to record at 2:20 o'clock, P.M.

Teste:

Roberta H. Lewis ~~Clerk~~ - Dep. Clerk