

190001014

Tax Map Parcel Numbers 27B-4-4B, 27B-4-4C, 27B-4-4D, 27B-4-4E, 27-162-I, 27-162-H, 27-162-G, 27-162-F, 27-162-E, 27-162-D, 27B-4-4Q, 27B-4-4-P, 27B-4-4-O, 27B-4-4-N, 27B-4-4-M, 27B-4-4-L, 27B-4-4-F, 27B-4-4-H, 27B-4-4-I, 27B-4-4-J, and 27B-4-4-K.

**FOURTH SUPPLEMENTAL DECLARATION
for
THE HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.**

THIS FOURTH SUPPLEMENTAL DECLARATION made this 4th day of May, 2019, by **THE HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia nonstock corporation, herein referred to as the "Association".

Index also under the names of the current lot owners, to-wit:

Lots 1A, 2A & 3A: NEW TIDES LAND LLC
c/o Tides Inn Attn: Gen Man
480 King Carter Dr
Irvington VA 22480

**Lot 4A: THOMAS LESLIE PARRISH, JR. &
ELAINE DOROTHY PARRISH, TRUSTEES
OF THE THOMAS LESLIE PARRISH, JR.
REVOCABLE TRUST and ELAINE DOROTHY
PARRISH REVOCABLE TRUST U/A DTD
MARCH 14, 2008
141 Sir Guy Drive
Weems, VA 22576**

Lot 5A: PEGGY MAY LEATHERBURY
147 Sir Guy Drive
Weems, VA 22576

2.

Lot 6A: **KENNETH W. DAWSON &
JOY R. DAWSON, TRUSTEES
UNDER THE DAWSON FAMILY TRUST
DATED APRIL 5, 2006
P.O. Box 1665
Kilmarnock, VA 22482**

Lot 1B: **CHARLES A. STARBUCK II &
DIANE E. STARBUCK
P. O. Box 783
Irvington VA 22480**

Lot 2B: **KATHLEEN M. BRODERICK
P.O. Box 705
Irvington, VA 22480**

Lot 3B: **HENRY A. LITTLE &
SARAH ELIZABETH LITTLE, TRUSTEES
UNDER TRUST AGREEMENT DATED
DECEMBER 8, 2006
P.O. Box 545
Irvington, VA 22480**

Lot 4B: **ALEXANDER JACKSON, III &
RACHAEL B. JACKSON
308 Tom Morris Drive
Weems, VA 22576**

Lot 6B-1:
(formerly 5B & 6B) **ALEXANDER JACKSON, III &
RACHAEL B. JACKSON
308 Tom Morris Drive
Weems, VA 22576**

Lot 7B-1:
(formerly 7B) **EDWARD A. ROBINSON &
ELAINE A. ROBINSON**
14 Patriots Ln
Upper Saddle River NJ 07458

Lot 8B-1:
(formerly 8B) **RICHARD P. DONOFRIO &
COLLEEN R. DONOFRIO**
330 Hospital Rd
Tappahannock VA 22560

Lot 9B-1:
(formerly 8B) **CHRIS A. COLLVER &
CYNTHIA H. COLLVER**
P.O. Box 383
Lovettsville, VA 20180

Lot 10B-1:
(formerly 10B) **SIEGLINDE ASHLEY**
P.O. Box 1466
Mathews, Virginia 23109

Lot 1C:
 EAST COAST RESORTS, LC
633 St Andrews Ln
Weems, Virginia 22576

Lot 2C:
 **MATSON C. TERRY, II, TRUSTEE
OF ARTHUR'S COVE LAND TRUST**
P. O. Box 340
Irvington VA 22480

Lot 3C:
 **ARTHUR H, VERBURG &
VALENCIA K. VERBURG**
304 Timber Lane
Grasonville MD 21638

Lot 4C, 5C & 6C: **NEW TIDES LAND LLC**
c/o Tides Inn Attn: Gen Man
480 King Carter Dr
Irvington VA 22480

STATEMENTS

A. By Declaration dated October 22, 1990 recorded in the Clerk’s Office of the Circuit Court of Lancaster County, Virginia, in Deed Book 312 at Page 76 *et seq* (the “Declaration”) the Tides Golf Lodge, Inc., the original Developer, imposed upon the property described therein and on “A” 1-6; “B” 1-10; and “C” 1-6 as shown on the Plat of Survey dated May 16, 1990 recorded in Plat Book 2 at Page 30, *et seq*, certain covenants, restrictions and easements; and

B. By Supplemental Declaration dated February 1, 1991 recorded in the Clerk’s Office of the Circuit Court of Lancaster County in Deed Book 314 at Page 685 *et seq*, The Tides Golf Lodge, Inc., amended the Declaration; and

C. By Second Supplemental Declaration dated February 1, 1994 recorded in the Clerk’s Office of the Circuit Court of Lancaster County, Virginia in Deed Book 354 at Page 694, *et seq*, The Tides Golf Lodge, Inc. further amended the Declaration; and

D. By Assignment Agreement dated May 29, 2001 recorded in the Clerk’s Office of the Circuit Court of Lancaster County as Instrument No. 0100001238, East Coast Resorts, L.C., was assigned all of the rights, and interests of The Tides Golf Lodge,

Inc. under the Declaration and succeeded to the position of the Developer and became the Successor Developer; and

E. By Third Supplemental Declaration dated June 14, 2002 recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia as Instrument No. 020001952, East Coast Resorts, L.C., the Association, Alexander Jackson, III and Rachael B. Jackson, C. Michael Broderick, and Kathleen M. Broderick, further amended the Declaration; and

F. The Association desires to further supplement and amend the Declaration in full so that it supersedes and overrides all prior versions, as set forth herein.

WITNESSETH

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,

b.

or more lots, with one residence is entitled to one vote for each lot.

PROPERTY RIGHTS

Every member shall have a right of enjoyment in and to the roads, shown on the plat made by Tomlin & Keyser, C.L.S., dated May 16, 1990 entitled The Highlands at the Tides Golf Lodge, Inc. (herein the "Plat") which is recorded in the Clerk's Office of the Circuit Court of Lancaster County in Plat Book 2 at Pages 30-31, for ingress and egress from his or her lot to VSH Rt. 222. The Association has the right to suspend the voting rights for any period during which any assessment, indebtedness, including dues, against the lot remains unpaid.

The Association reserves the right to grant pipeline easements, driveway and road easements and utility easements over, along, across and under the easements designated on the Plat, and over, along, across and under the lots in areas so designated therefore on the Plat.

There shall be a Landscape Preservation Zone (LPZ) as follows: on each lot, the LPZ shall be 25' in width along the sidelines, 50' along the front and back of the lot. The Association or its Architectural Review Committee shall establish restrictions for the use of areas so designated and to 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 Association hereby reserves the right of access upon such designated areas for the establishment and maintenance of improvements.

In any event, the Association shall have the right to seek a temporary, or permanent injunctions, specific performance, and other equitable relief, in addition to any remedies available at law such as money damages as set forth above for breach of the requirements as set forth above. Further, the members agree that the member who breached such provision shall reimburse the Association for all costs, expenses or damages that it incurs as a result of any violation by such member of any provision of the provision as set forth above. This obligation shall include, but not be limited to, court costs, litigation expenses, and its attorneys' fees.

ARCHITECTURAL AND SITE STANDARDS

The Association 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 and Other Residential Lots at The Tides Golf Lodge, Inc.", which are incorporated herein by reference and are attached hereto as Exhibit A and apply to the development and use of the Property. These rules and standards may be amended or changed from time to time as the Association in its sole discretion sees fit.

5.

ASSESSMENT/OPERATING EXPENSES/INDEMNIFICATION

Each owner by acceptance of a deed for their property agrees to join the Association and pay the Association an annual assessment to be set by the Association's Board of Directors and approved by a majority of its membership at a properly called meeting of said membership, which assessment shall be due and payable on a date determined by the Association, and pay annually thereafter when due the same amount or such other amount as may be 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, any special assessments and the due date. Any payment not made within forty-five (45) days of such due date shall bear an interest rate at the legal judgment default rate and the delinquent owner shall be liable for the cost of collection, if necessary, including reasonable attorney's fees. If there are multiple owners of a lot, each shall be jointly and severally liable for the full amount of any assessment due as well as any cost associated with collection thereof.

The members agree that the Association shall have the right to suspend a member's voting rights until his or her dues have been paid in full to the Association.

The Association, in addition, shall have the power, if necessary, to make

9.

additional assessments for construction, maintenance and improvements as deemed appropriate by the Board of Directors for the roads, and any other 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 special assessments, shall be a charge and lien upon such respective lots as well as the personal obligation of the owner(s). The Association, in addition to the rights conferred upon it by §55-516 *et seq.* of the Code of Virginia, 1950, as amended, may bring an action at law against the owner or owners 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 roads, and any improvements shall be set by the Board of Directors of the Association. Any reserves shall be deposited in a separate account as set forth in §55-514.2 of the Code of Virginia, as amended, and are the exclusive property of the Association and no owner shall have any interest, claim or right to such reserves.

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 has been elected by the membership.

The number of directors may be increased or decreased from time to time as set forth in the By-laws of the Association.

The Association shall be charged with the duties of maintaining, improving, repairing, developing, and protecting the roads as well as any associated equipment located within the boundaries of the "Highlands" subdivision, 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 roads, and all drainage and utility easements 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. Commercial and business activities shall not be permitted within the Highlands Subdivision, except as follows: 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. The rental as set forth above shall not be weekly rentals and shall be for a period of at least six (6) months. Accessory buildings

11.

may 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 heating 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.

12.

Notwithstanding anything contained herein or in the Declaration as amended to the contrary, the Architectural Review Committee shall consist of three (3) individuals appointed by the Association's board of directors.

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. If any such pet or pets are declared a nuisance by the Association 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 in public view on any lot except standardized name and address signs (as may be required by law) and contractor's signs as are approved by the Architectural Review Committee not to exceed 18" square.

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

7. Exterior satellite dishes in excess of 24 inches, 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.

8. Permanent exterior clothes drying apparatus is prohibited.

9. Recreation vehicles may be parked overnight but not to exceed seven days for loading and unloading. 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.

Notwithstanding the above, a motorcycle may be parked on the driveway, close to the main residence, overnight for up to 5 consecutive nights (but not on a regular basis). Further notwithstanding the above, a noncommercial pickup truck owned by the lot owner, not to exceed 3/4 ton in weight may be parked on an improved lot by such owner.

10. Tennis courts may be constructed on any Owner's lot 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 designated "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 Association 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 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 Association.

13. The Board of Directors of the Association may issue temporary or long term permits to except any prohibitions expressed or implied by this Declaration provided such act is in accordance with adopted guidelines and procedures and it 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 may be permitted upon approval of plans and specifications by the Architectural Review Committee.

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 the 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 Architectural Review Committee of 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 the road, base or shoulders caused by an owner, an owner's family members, guests, agents, contractors or invitees shall be promptly repaired by the responsible owner at that owner's sole expense. 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, and the owner shall be responsible for the cost of the work as well as all costs of the Association in enforcing

16,

such notice and in collecting this expense, including but not limited to reasonable attorneys fees.

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 an average height of one foot, as determined by the Board of Directors in its sole discretion. The reasonable cost for the cutting of the grass, 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. However, the placement of modular homes on any lot may be approved by the Architectural Review Committee. No exterior cinderblock, aluminum or vinyl siding construction shall be permitted, provided however, vinyl siding may be allowed if approved by the Architectural Review Committee. The exterior finish of the residence

and any other structures shall be approved by the Architectural Review Committee.

Notwithstanding any provision contained herein to the contrary, the Architectural Review Committee shall have the right in its sole discretion, to provide exceptions to the requirements contained in the Declaration as amended.

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

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.

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, if any, for the installation and maintenance of utilities and remote drain lines. All utilities shall be underground.

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 specification 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 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 lot owner 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 or an 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 or the Architectural Review Committee 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.

In the event that either party to this Agreement institutes legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to reimbursement from the other party for its reasonable attorney's fees and costs incurred to enforce or interpret this Agreement.

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 Association is a wildlife sanctuary and no hunting shall be permitted on the property.

28. 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 through the year 2023. These covenants shall automatically extend for incremental periods of ten (10) years 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 the Architectural Review Committee. No amendment may be made that would allow a lot(s) to be subdivided or cause any change from a residential development.

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

30. Properly approved amendments to this Declaration by a majority vote of the members, 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 mortgagee as soon as practicable after the recording.

31. 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 its most current president to P.O. Box 534, Irvington, Virginia 22480. The Owners are responsible for informing the Association of any corrections or changes in names or addresses. If the Association changes its address then the Owners shall be so notified as required in this section.

32. Except for the provisions and obligations as set forth in the August 11, 2014 Quitclaim Deed recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia as Instrument No. 140001271 and the July 1, 2014 Sewerage Treatment Service Agreement recorded in the aforementioned Clerk's Office as Instrument No. 14001272, which instruments are not affected by this Fourth Supplemental Declaration, in the event of any other conflict between the provision of this Declaration, any previously record instrument, the provisions of the Articles, the By-Laws, and/or rules promulgated by the Association, the provisions of this Declaration shall control.

33. In the event there is a dispute as to the covenants, restrictions, easements, or

2f.

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.

34. The Association shall make all of its books, records, documents and financial statements of the Association available to the Owners, the note holders, insurers or guarantors of any first mortgages during normal working hours or under reasonable circumstance.

35. 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.

36. 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 any restrictions or covenants as set forth in this

22.

Amendment of the Declaration;

(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 roads located in the "Highlands";

(E) filing a compulsory counterclaim; or

(F) as the Board of Directors in its sole discretion deems it necessary for the Corporation to comply with Virginia law.

37. 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/herself 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.

38. Each owner by acceptance of a deed or other instrument of conveyance for any portion of the property, agrees to be bound by and comply with the provisions of this Declaration.

39. This Fourth Supplemental Declaration supersedes all prior declarations, amendments to declarations, agreements or assignments contained in the chains of title to the subject properties. Notwithstanding any of the provisions set forth in this Fourth

Supplemental Declaration, all of the provisions and obligations as set forth in the August 11, 2014 Quitclaim Deed recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia as Instrument No. 140001271 and the July 1, 2014 Sewerage Treatment Service Agreement recorded in the aforementioned Clerk's Office as Instrument No. 14001272, shall continue to remain in full force and effect.

40. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or a 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 Owner or Director at a compensation amount agreed to by the Board.

[SIGNATURE PAGES FOLLOW]

24,

I hereby certify that the foregoing Fourth Supplemental Declaration was signed by at least three fourths (3/4ths) of the lot owners of The Highlands Subdivision. This certification is made pursuant to §55-515.1(F) of the Code of Virginia, 1950 as amended.

Date: 5/7/19

THE HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
President

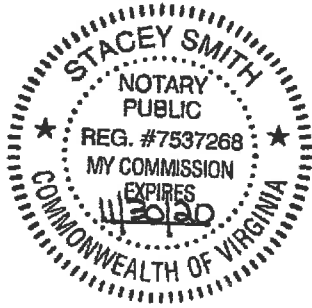
STATE OF VIRGINIA,
COUNTY OF Lancaster, to wit:

The foregoing instrument was acknowledged before me this 7 day of May, 2019 by Arthur Verburg, President of The Highlands Property Owners Association, Inc.

[Signature]
Notary Public

7537268
Registration Number

My commission expires: 11/30/2020



FOURTH SUPPLEMENTAL DECLARATION
For
THE HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.
ADDITIONAL SIGNATURE PAGE

Date: 4/25/19

By: [Signature]
Oscar L. Tang, Manager

STATE OF NEW YORK.
COUNTY OF NEW YORK, to wit:

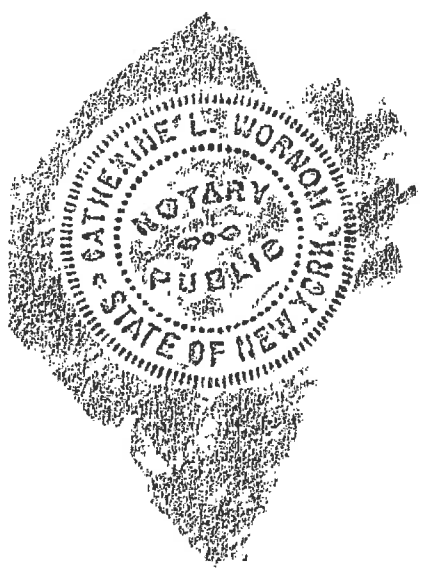
The foregoing instrument was acknowledged before me this 25th day of
April, 2019 by Oscar L. Tang, Manager of New Tides
Land LLC.

[Signature]
Notary Public

01W05048858
Registration Number

My Commission expires: September 5, 2021

CATHERINE L. WORNOM
NOTARY PUBLIC, State of New York
No. 01W05048858
Qualified in Kings County 2021
Commission Expires September 5, 20



26.

THE THOMAS LESLIE PARRISH, JR.,
REVOCABLE TRUST AND ELAINE
DOROTHY PARRISH REVOCABLE
TRUST U/A DTD MARCH 14, 2008

By: Thomas Leslie Parrish, Jr. (SEAL)
THOMAS LESLIE PARRISH, JR.

STATE OF VIRGINIA,
COUNTY OF hancaster, to wit:

The foregoing instrument was acknowledged before me this 26th day of
June, 2019 by THOMAS LESLIE PARRISH, JR., TRUSTEE
OF THE THOMAS LESLIE PARRISH, JR. REVOCABLE TRUST AND ELAINE
DOROTHY PARRISH REVOCABLE TRUST U/A DTD MARCH 14, 2008.

Linda K. Reeves
Notary Public

7283550
Registration Number

My commission expires: August 31, 2021



THE THOMAS LESLIE PARRISH, JR.,
REVOCABLE TRUST AND ELAINE
DOROTHY PARRISH REVOCABLE TRUST
U/A DTD MARCH 14, 2008

By: Elaine Dorothy Parrish (SEAL)
ELAINE DOROTHY PARRISH

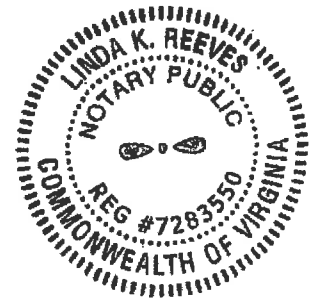
STATE OF VIRGINIA,
COUNTY OF Lancaster to wit:

The foregoing instrument was acknowledged before me this 26th day
of June, 2019 by ELAINE DOROTHY PARRISH, TRUSTEE OF THE
THOMAS LESLIE PARRISH, JR. REVOCABLE TRUST AND ELAINE DOROTHY
PARRISH REVOCABLE TRUST U/A DTD MARCH 14, 2008.

Linda K. Reeves
Notary Public

7283550
Registration Number

My commission expires: August 31, 2021



~~Peggy May Leatherbury (SBA)~~
PEGGY MAY LEATHERBURY

STATE OF VIRGINIA,
COUNTY OF Lancaster, to wit:

The foregoing instrument was acknowledged before me this 16th day of
May, 2019 by PEGGY MAY LEATHERBURY.

Amy M Wilson
Notary Public
7076117
Registration Number

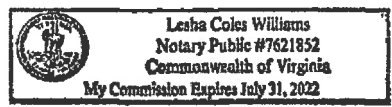
My commission expires: 10/31/2022



29.

THE DAWSON FAMILY TRUST DATED
APRIL 5, 2006

By: Kenneth W. Dawson (SEAL)
KENNETH W. DAWSON, TRUSTEE



STATE OF VIRGINIA,
COUNTY OF NOOTELUMBO

The foregoing instrument was acknowledged before me this 4 day
of MAY, 2019 by KENNETH W. DAWSON, TRUSTEE UNDER THE
DAWSON FAMILY TRUST DATED APRIL 5, 2006.

Lesha C. Williams
LESHA C. WILLIAMS
Notary Public

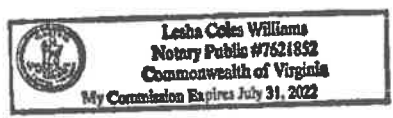
7621852
Registration Number

My commission expires: JULY 31, 2022

30.

THE DAWSON FAMILY TRUST
DATED APRIL 5, 2006

By: Joy R. Dawson (SEAL)
JOY R. DAWSON, TRUSTEE



STATE OF VIRGINIA,
COUNTY OF NORTHUMBER, wit:

The foregoing instrument was acknowledged before me this 4 day of
May, 2019 by JOY R. DAWSON, TRUSTEE UNDER THE
DAWSON FAMILY TRUST DATED APRIL 5, 2006.

Lessa C. Williams
LESHA C. WILLIAMS

Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

Charles A. Starbuck II (SEAL)
CHARLES A. STARBUCK, II



STATE OF VIRGINIA,
COUNTY OF NORTHUMBERLAND

The foregoing instrument was acknowledged before me this 4 day of
MAY, 2019 by CHARLES A. STARBUCK, II.

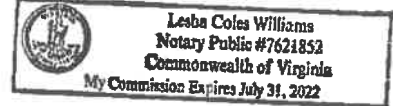
Lesha C. Williams
LESHA C. WILLIAMS
Notary Public

7621952
Registration Number

My commission expires: JULY 31, 2022

32.

Diane E. Starbuck (SEAL)
DIANE E. STARBUCK



STATE OF VIRGINIA,
COUNTY OF ~~NORTHAMPTON~~ WIND

The foregoing instrument was acknowledged before me this 4 day of
MAY, 2019 by DIANE E. STARBUCK.

Leba Coles Williams
LEBA C. WILLIAMS
Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

33.

Kathleen M. Broderick (SEAL)
KATHLEEN M. BRODERICK



STATE OF VIRGINIA,
COUNTY OF NORTHUMBERLAND, wit:

The foregoing instrument was acknowledged before me this 4th day
of May, 2019 by KATHLEEN M. BRODERICK.

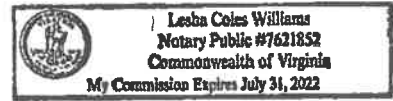
Lessa Coles Williams
LESHA C. WILLIAMS
Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

TRUST AGREEMENT DATED
DECEMBER 8, 2006

By: [Signature] (SEAL)
HENRY A. LITTLE, TRUSTEE



STATE OF VIRGINIA
COUNTY OF NORTHAMPTON

The foregoing instrument was acknowledged before me this 4 day of
May, 2019 by HENRY A LITTLE, TRUSTEE UNDER TRUST

AGREEMENT DATED DECEMBER 8, 2006.

[Signature]
LESHA C. WILLIAMS
Notary Public

7621852
Registration Number

My commission expires: July 31, 2022

TRUST AGREEMENT DATED
DECEMBER 8, 2006

By: Sarah Elizabeth Little (Sally)
SARAH ELIZABETH LITTLE

STATE OF VIRGINIA,
COUNTY OF Lancaster to wit:

The foregoing instrument was acknowledged before me this 7 day of
May, 2019 by SARAH ELIZABETH LITTLE, TRUSTEE UNDER
TRUST AGREEMENT DATED DECEMBER 8, 2006.

Emily A. Walker
Notary Public

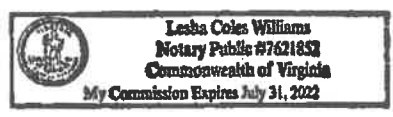
7074704
Registration Number

My commission expires: January 31, 2023

EMILY A. WALKER
NOTARY PUBLIC
REG. #7074704
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2023

36.

Alexander Jackson, III (SEAL)
ALEXANDER JACKSON, III



STATE OF VIRGINIA,
COUNTY OF NORTHUMBRIA

The foregoing instrument was acknowledged before me this 4 day of
May, 2019 by ALEXANDER JACKSON, III.

Lessa Coles Williams
LESHA C. WILLIAMS
Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

Rachel B. Jackson
RACHEL B. JACKSON

STATE OF VIRGINIA,
COUNTY OF Lancaster, to wit:

The foregoing instrument acknowledged before me this 6 day of
May, 2019 by RACHEL B. JACKSON.

KATELYN DODSON CASH
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7783402
My Commission Expires 11/30/2022

Katelyn Dodson Cash
Notary Public
7783402
Registration Number

My commission expires: 11/30/2022

38.

(SEAL)

EDWARD A. ROBINSON

STATE OF VIRGINIA,
COUNTY OF LANCASTER to wit:

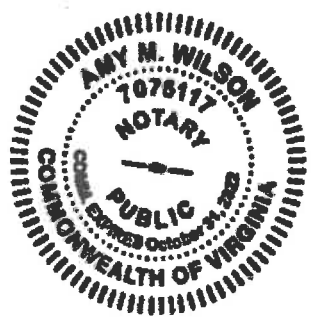
The foregoing instrument was acknowledged before me this 9th day of
May 2019 by EDWARD A. ROBINSON.

Notary Public

7076117

Registration Number

My commission expires: 10/31/2022



Elaine A. Robinson (SEAL)
ELAINE A. ROBINSON

STATE OF VIRGINIA,
COUNTY OF Lancaster, to wit:

The foregoing instrument was acknowledged before me this 9th day of
May, 2019 by ELAINE A. ROBINSON.

Amy M. Wilson
Notary Public
7076117
Registration Number

My commission expires: 10/31/2022



40.

_____(SEAL)
RICHARD P. DONOFRIO

STATE OF VIRGINIA,
COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me on this _____ day of
_____, 2019 by RICHARD P. DONOFRIO.

Notary Public

Registration Number

My commission expires: _____

41,

_____(SEAL)
COLLEEN R. DONOFRIO

STATE OF VIRGINIA
COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me on this ____ day of
_____, 2019 by **COLLEEN R. DONOFRIO**.

Notary Public

Registration Number

My commission expires: _____

42.

Chris A. Collver (SEAL)
CHRIS A. COLLVER



STATE OF VIRGINIA,
COUNTY OF NORTHAMPTON

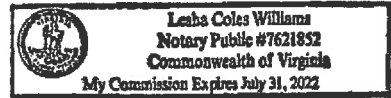
The foregoing instrument was acknowledged before me on this 4 day
of MAY, 2019 by CHRIS A. COLLVER.

Leshia C. Williams
LESHIA C. WILLIAMS
Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

Cynthia H. Collver (SEAL)
CYNTHIA H. COLLVER



STATE OF VIRGINIA,
COUNTY OF NORTHAMPTON

The foregoing instrument was acknowledged before me on this 4

day of May, 2019 by CYNTHIA H. COLLVER.

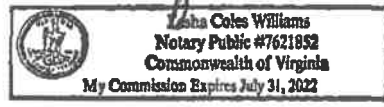
Leaha Coles Williams
LEAHA C. WILLIAMS
Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

44

Sieglinde Ashley (SEAL)
SIEGLINDE ASHLEY



STATE OF VIRGINIA
COUNTY OF NORTHUMBERLAND

The foregoing instrument was acknowledged before me on this 4 day
of MAY, 2019 by LEHA C. SIEGLINDE ASHLEY.

Leha Cotes Williams
Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

45,

EAST COAST RESORTS, LC

By: _____(SEAL)
MANAGER

STATE OF VIRGINIA,
COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me on this _____ day
of _____, 2019 by _____ on behalf of **EAST
COAST RESORTS, LC.**

Notary Public

Registration Number

My commission expires: _____

ARTHUR'S COVE LAND TRUST

By: Matson Terry (SEAL)
MATSON C. TERRY, II, TRUSTEE

STATE OF VIRGINIA,
COUNTY OF lanchester, to wit:

The foregoing instrument was acknowledged before me on this 10th day
of May, 2019 by MATSON C. TERRY, II, TRUSTEE OF ARTHUR'S
COVE LAND TRUST.



Morgan E Dawson
Notary Public
7529879
Registration Number

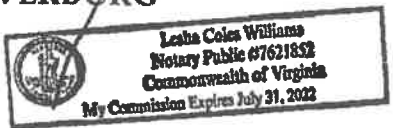
My commission expires: 10-31-2020

Arthur H. Verburg

47.

ARTHUR H. VERBURG

(SEAL)



STATE OF VIRGINIA,
COUNTY OF NORTHUMBERLAND to-wit:

The foregoing instrument was acknowledged before me on this 4 day
of May, 2019 by ARTHUR H. VERBURG.

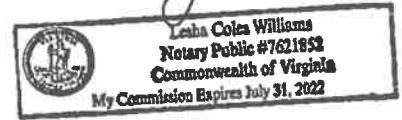
Leaha Coles Williams
LEAHA C. WILLIAMS

Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

Valencia K. Verburg (SEAL)
VALENCIA K. VERBURG



STATE OF VIRGINIA,
COUNTY OF NORTHAMPTON

The foregoing instrument was acknowledged before me on this 4 day
of MAY, 2019 by VALENCIA K. VERBURG.

Leaha C. Williams
LEAHA C. WILLIAMS
Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022

CERTIFICATION PURSUANT TO SECTION §55-515.1(F)
OF THE CODE OF VIRGINIA

KNOW ALL MEN BY THESE PRESENTS, that the members of The Highlands Property Owners Association, Inc., a Virginia nonstock corporation, duly called a meeting of the Association to amend the October 22, 1990 Declaration recorded in Deed Book 312, at Page 76 et seq., in the Clerk's Office of the Circuit Court of Lancaster County by the attached Fourth Supplemental Declaration.

WHEREAS, the meeting of the Association was held on May 4, 2019;

WHEREAS, Notice of the Meeting was mailed on May 4, 2019;

WHEREAS, the total number of votes of members of the Association authorized the vote at such meeting is twenty-one (21);

WHEREAS, the total number of votes would constituted a quorum at such meeting is eleven (11); and

WHEREAS, the total number of votes necessary to adopt the Fourth Supplemental Declaration is sixteen (16);

WHEREAS, the total number of votes cast in favor of the Fourth Supplemental Declaration was 19; and

WHEREAS, the total number of votes cast against the Fourth Supplemental Declaration was 2; and

WHEREAS, the Fourth Supplemental Declaration was approved, effective as of

50.

the date of this meeting.

THE HIGHLAND PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
President



STATE OF VIRGINIA,
COUNTY OF NORTHUMBERLAND

The foregoing instrument was acknowledged before me this 4 day of

MAY, 2019 by ARTHUR H. VERA, President of THE HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
LEBA C. WILLIAMS
Notary Public

7621852
Registration Number

My commission expires: JULY 31, 2022



51.

BOOK 314 PAGE 698

Attachment "A"

ARCHITECTURAL AND SITE DEVELOPMENT STANDARDS
FOR THE RESIDENTIAL COMMUNITY OF THE HIGHLANDS
and Other Residential Lots (other 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 total 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 on Route 222 (and as expanded, if so done) to administer Common Areas and improvements and architectural and other controls at Highlands Subdivision. No other association is intended for the Other Residential Lots at The Tides Lodge.

(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 - Two committees established initially by the Developer (The Tides Golf Lodge, Inc.) and subsequently by The Highlands Property Owners' Association, Inc., (for The Highlands only) 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 and Other Residential Lots at The Tides Golf Lodge, Inc.

(d) Developer - is the organization which is subdividing land, building roads, utility lines, and providing the initial recreational facilities at "The Highlands" and Other Residential Lots at The Tides Golf Lodge, Inc.

(e) Commons Area - those areas and improvements within The Highlands (Sections A, B and C) 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 or Other Residential Lot at The Tides Golf Lodge, Inc.

(g) Operating Expenses - means the expenses for which the owners are liable to the Highlands Association as described in the Documents, and includes, but is not limited to, the cost and expenses incurred by the Association in administrating, 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 Committees 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 the case of The Highlands only) in accordance with the Bylaws of the Association. The Owners of Other Residential Lots at The Tides Lodge may appoint one member of their Committee if they desire. Otherwise The Developer's Committee will continue and select replacements as needed.

Procedures: The Architectural Review Committees are 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 and other lots at The Lodge shall be reviewed by the responsible Committee. Lot owners and Builders desiring to construct any improvement at The Highlands or other lots at The Tides Golf Lodge, Inc. shall submit three copies of each set of plans to the Chairman of the appropriate Architectural Review Committee. Members of the Architectural Review Committees may meet formally or informally to discuss compliance of the submissions with the restrictions of

BOOK 314 PAGE 700

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 Committees and/or the Developer (until rights are assigned in writing to the Association in the case of The Highlands proper) 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 are satisfied. The waiver of specific requirements shall be at the sole discretion of the Architectural Review Committees who shall seek required approval of The Tides Golf Lodge, Inc. who shall not unreasonably withhold permission.

Indemnification: The Association (of The Highlands proper), The Architectural Review Committees, and The Tides Golf Lodge, Inc., are indemnified against and shall be held harmless by 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 Committees and/or The Tides Golf Lodge, Inc. is not responsible for engineering, designing or constructing structures and each lot owner agrees for his respective lot to indemnify and hold the Architectural Review Committees 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 or other lots at The Tides Lodge 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

BOOK 314 PAGE 701

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 appropriate 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 appropriate Architectural Review Committee for their action. The drawing shall be at a minimum 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 appropriate 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 Selection: 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 appropriate Architectural Review Committee will then review the staking and flagging for compliance with site plan that has been previously approved by the appropriate 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 which must be neatly stacked and maintained. Discarded construction materials refuse and debris must be removed from the site weekly or more

55.

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 appropriate 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 or adjacent lots. 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 appropriate 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.

Fencings: No Fences will be allowed except those approved by the appropriate Architectural Review Committee for pools, 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 Committees for the community.

Lighting: 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 Planting: 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 appropriate Architectural Review Committee.

ARTICLE VI
MAINTENANCE REQUIREMENTS

Post Construction: After review and approval of construction by the appropriate 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 Committees.

Right of Highlands Subdivision Property Owners' Association, Inc. (in the case of the Highlands proper) and/or The Tides Golf Lodge, 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. and/or The Tides Golf Lodge, Inc. Where maintenance and appearance standards are not acceptable, Highlands Subdivision Property Owners Association, Inc. or The Tides Golf Lodge, Inc, as appropriate for the location, 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 appropriate Architectural Review Committees and recommendations made to the Highlands Subdivision Property Owners Association (pertaining to The Highlands proper) or The Tides Lodge in the case of Other Residential Lots at The Tides Lodge. The Highlands Subdivision Property Owners Association, Inc. and/or The Tides Golf Lodge, Inc are 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

BOOK 314 PAGE 704

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 Committees. Such approval will not be unreasonably withheld.

The Tides Golf Lodge, Inc.

Date: _____

by: _____
President

Agreed to:

Date: _____

Owners: _____

SECTION 2 OF 2

1. David S. Tomlin, by a duly certified land surveyor certifies that the land shown on this plan is the land shown on the plan of THE HIGHLANDS AT THE TIDES LODGE, located in the County of Loudoun, Virginia, and is the land acquired from the U.S. Army by deed of David S. Tomlin to Tomlin & Keyser, P.C. on 11/11/91. The plan of THE HIGHLANDS AT THE TIDES LODGE is as recorded in deed book 127, page 117 of the records of the County of Loudoun, Virginia. The boundaries of the land shown on this plan were surveyed by David S. Tomlin and the monuments have been set as indicated.

Date: Apr. 22, 1992

THE HIGHLANDS
at the Tides Lodge

FROM THE U.S. ARMY
LANDS ACQUISITION PROGRAM

NO DOCUMENTS ARE APPROVED OR REVISED BY THE SURVEYOR. ALL LOTS MUST BE CONVEYED BY DEED TO THE SURVEYOR'S OFFICE TO BE RECORDED IN THE RECORDS OF THE COUNTY OF LOUDOUN, VIRGINIA.

David S. Tomlin
Surveyor

--- OWNER'S CERTIFICATE ---
The division of the land of The Tides Lodge is shown on this plan as it appears on this plan is in accordance with the deed of David S. Tomlin to Tomlin & Keyser, P.C. on 11/11/91.

David S. Tomlin
Owner

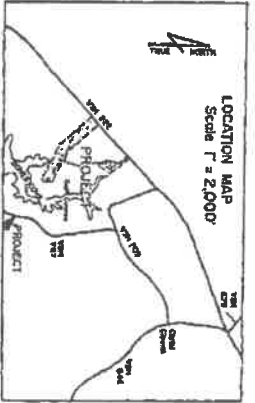
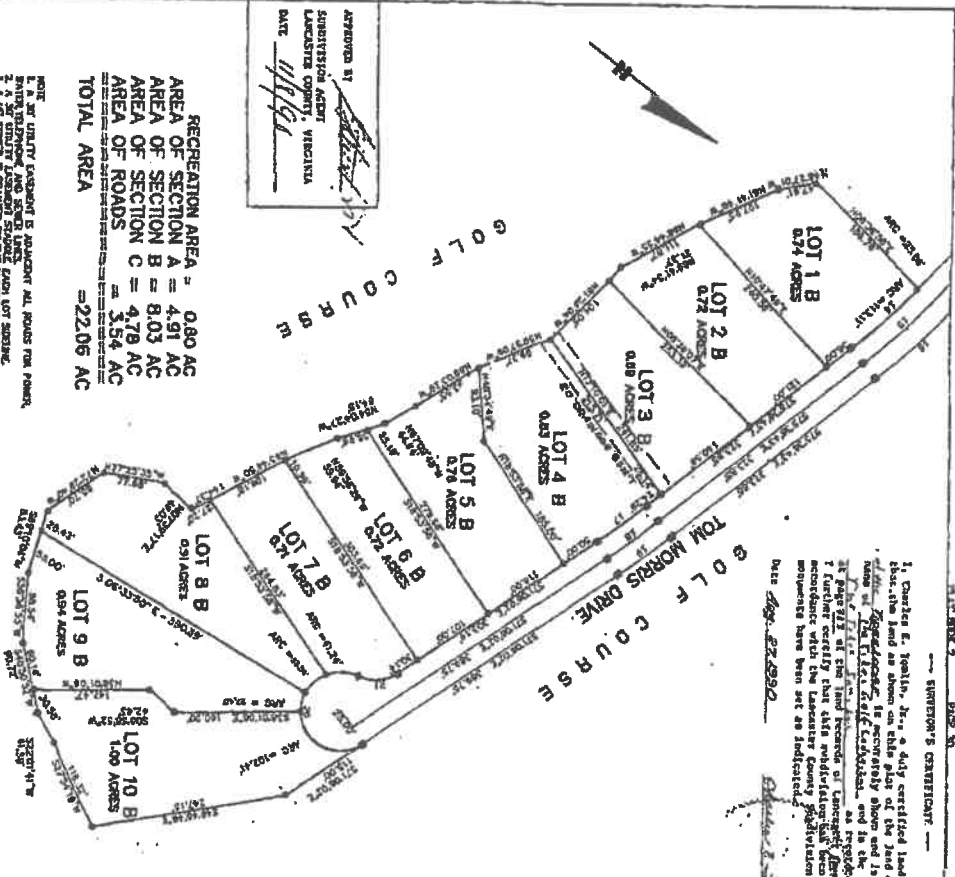
State of Virginia
County of Loudoun
Becky O'Neil, Clerk of the County, do hereby certify that David S. Tomlin is the duly qualified and licensed surveyor who made and is making the survey shown on this plan and that the same is in accordance with the laws of the State of Virginia. The same is in accordance with the laws of the State of Virginia.

By commission expires January 10, 1994
Becky O'Neil
Clerk

RECREATION AREA = 0.80 AC
AREA OF SECTION A = 4.91 AC
AREA OF SECTION B = 8.03 AC
AREA OF SECTION C = 4.78 AC
AREA OF ROADS = 3.54 AC
TOTAL AREA = 22.06 AC

NOTE:
1. A SURVEYOR'S CERTIFICATE IS A NECESSARY PART OF THE RECORDS OF THE COUNTY OF LOUDOUN, VIRGINIA.
2. A SURVEYOR'S CERTIFICATE IS A NECESSARY PART OF THE RECORDS OF THE COUNTY OF LOUDOUN, VIRGINIA.
3. A SURVEYOR'S CERTIFICATE IS A NECESSARY PART OF THE RECORDS OF THE COUNTY OF LOUDOUN, VIRGINIA.
4. A SURVEYOR'S CERTIFICATE IS A NECESSARY PART OF THE RECORDS OF THE COUNTY OF LOUDOUN, VIRGINIA.
5. A SURVEYOR'S CERTIFICATE IS A NECESSARY PART OF THE RECORDS OF THE COUNTY OF LOUDOUN, VIRGINIA.

APPROVED BY
SUBDIVISION AGENT
LAURENCE O'NEIL, VIRGINIA
DATE: 11/11/91



CURVE TABLE

Virginia Department of Transportation
Date: 9/7/92

STATION	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
1	15.00'	183.71°	49.87'	34.77'	S61°17'27"	42.00'
2	25.00'	90.00°	39.27'	24.00'	N82°17'00"	35.36'
3	175.00'	42.87°	288.50'	215.52'	N63°03'59"	358.71'
4	175.00'	42.87°	288.50'	215.52'	S19°29'58"	288.90'
5	100.00'	90.00°	31.42'	19.29'	S33°07'52"	308.17'
6	50.00'	180.00°	31.42'	19.29'	N87°17'52"	75.00'
7	50.00'	180.00°	31.42'	19.29'	N87°17'52"	75.00'
8	50.00'	90.00°	44.10'	32.00'	N10°04'58"	41.57'
9	31.00'	75.52°	49.87'	27.78'	S14°33'29"	43.52'
10	31.00'	103.07°	49.87'	44.80'	S15°33'29"	54.63'
11	328.50'	91°17'24"	290.32'	208.32'	N68°17'24"	290.75'
12	328.50'	91°17'24"	290.32'	208.32'	N68°17'24"	290.75'
13	125.00'	51°07'48"	138.83'	121.69'	S28°17'24"	237.54'
14	125.00'	51°07'48"	138.83'	121.69'	S28°17'24"	237.54'
15	1000.00'	68°10'00"	144.52'	114.17'	S18°07'48"	118.07'
16	1000.00'	68°10'00"	144.52'	114.17'	S18°07'48"	118.07'
17	925.00'	64°29'41"	144.52'	114.17'	S18°07'48"	118.07'
18	1000.00'	64°29'41"	144.52'	114.17'	S18°07'48"	118.07'
19	1000.00'	64°29'41"	144.52'	114.17'	S18°07'48"	118.07'
20	1000.00'	64°29'41"	144.52'	114.17'	S18°07'48"	118.07'
21	50.00'	90.00°	50.00'	35.36'	N82°17'00"	62.67'
22	75.00'	90.00°	75.00'	52.97'	N82°17'00"	85.00'
23	50.00'	180.00°	50.00'	35.36'	S17°43'00"	78.17'
24	242.44'	102.44°	102.44'	71.00'	S82°17'00"	102.44'
25	242.44'	102.44°	102.44'	71.00'	S82°17'00"	102.44'

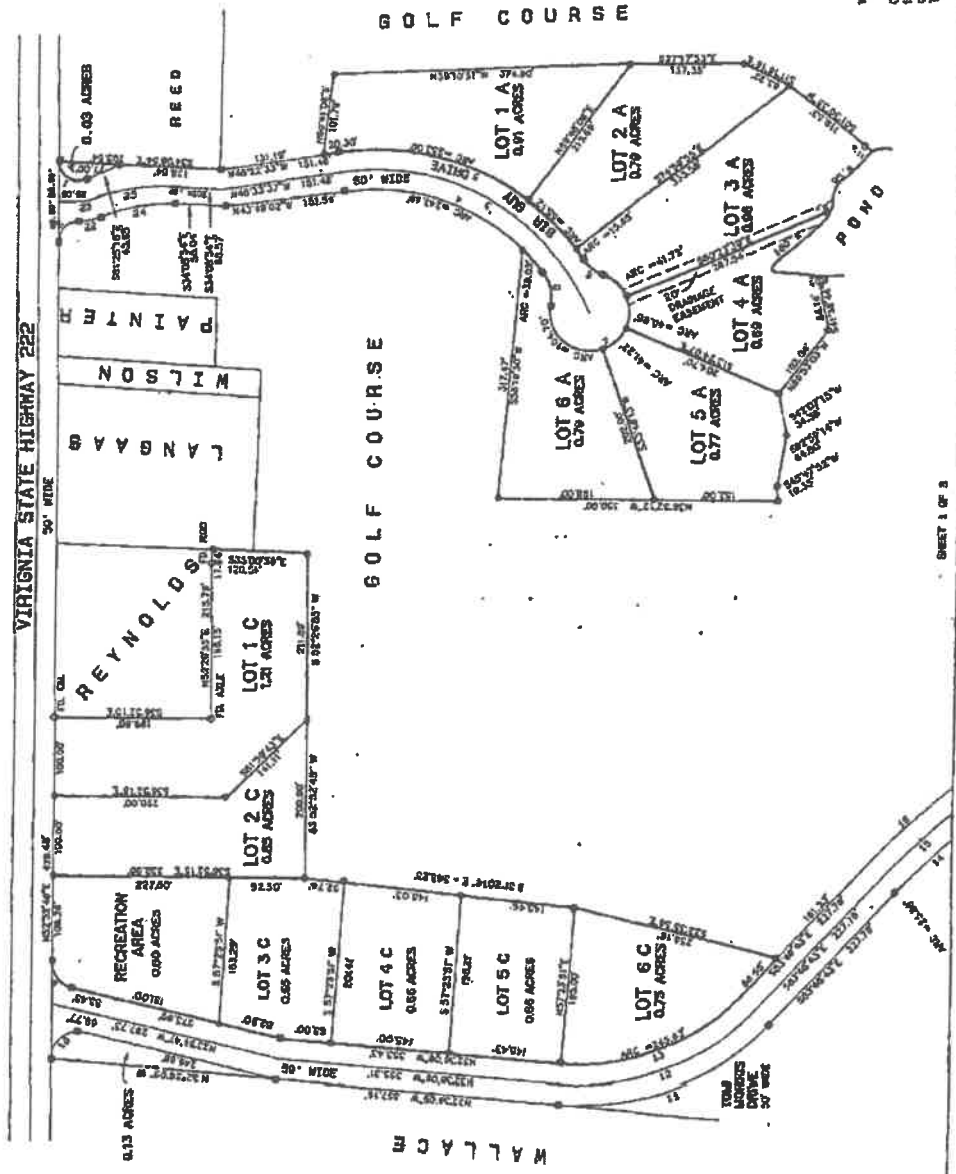
Drawn by: VICT
Checked by: VICT
Scale: 1" = 400'
Date: 9/1/92

TOMLIN & KEYSER, P.C.
VIRGINIA SURVEYORS
440 N. 15th St., Suite 200
Falls Church, VA 22046

THE HIGHLANDS at the Tides Lodge

STATE STONE SUBDIVISION PROJECT
LANCASTER COUNTY, VIRGINIA

PLAN SHEET 2 PAGE 21

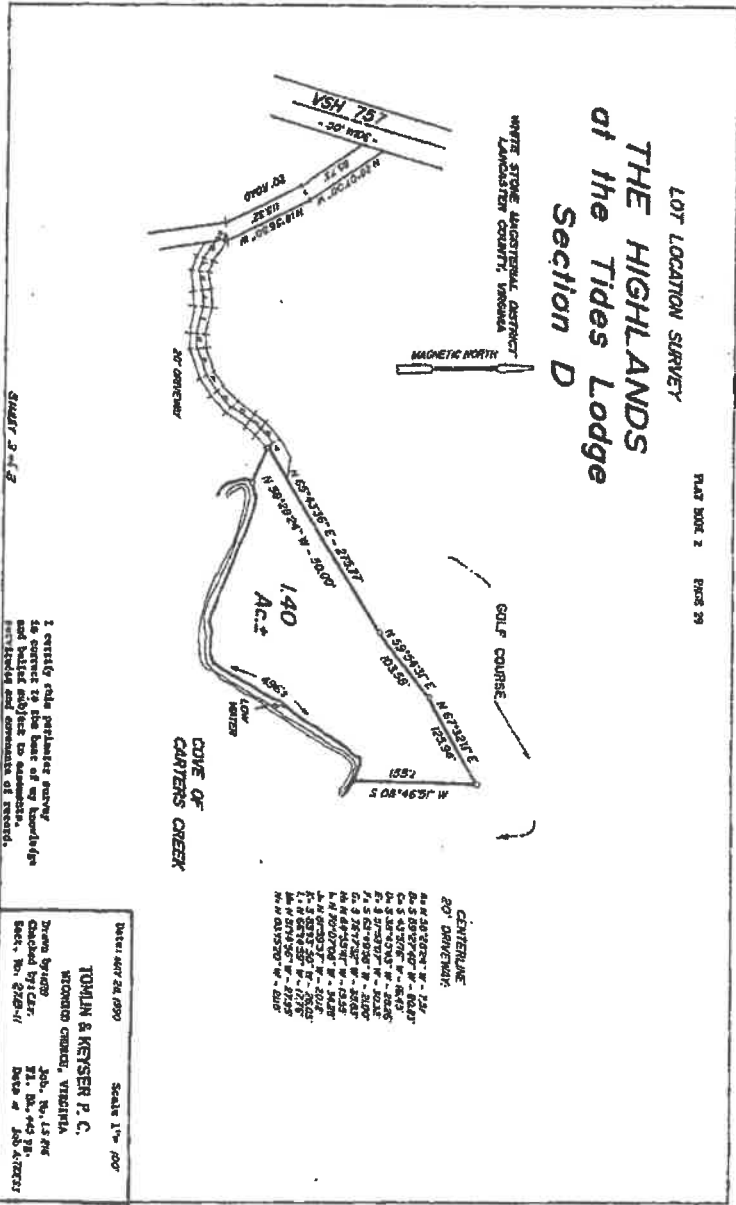


VIRGINIA South
 Planning Office of ...
 1000 ...
 ...
 ...

SHEET 1 OF 3

59

60.



INSTRUMENT 190001014
 RECORDED IN THE CLERK'S OFFICE OF
 LANCASTER COUNTY CIRCUIT COURT ON
 JULY 8, 2019 AT 01:19 PM
 DIANE H. MUMFORD, CLERK
 RECORDED BY: LAL