

Mailed - W. Kirkland Clarke, Atty. 3/13/91

BOOK 314 PAGE 685

SUPPLEMENTAL DECLARATION

ARCHITECTURAL & SITE DEVELOPMENT STANDARDS

CROSS CONNECTION CONTROL PROGRAM

for
Lots at The Tides Golf Lodge, Inc
including
"Lot D-1"
and Other Residential Lots
that may be identified in the future
at

THE TIDES LODGE
IRVINGTON, VIRGINIA.

THE TIDES LODGE
Irvington, Virginia.

Lot D-1, at The Tides Golf Lodge, Inc. (also known and referred to from time to time as The Tides Lodge) and others that may be identified in the future, are covered by this Declaration. 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.

Occupancy of any homes must await approval of the Health Department. Approval is currently expected in March 1991, depending upon the work load of the agencies and budget restraints, for additional connections to the Treatment Plant. There are no known suits pending nor are there any unpaid judgments against The Tides Lodge concerning this property. Lot Owners are entitled to Resort Privileges at The Tides Lodge by making application and 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. As there is no association involved in these Other Residential Lots at The Tides Lodge there is no budget nor assessments for any such operation.

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

THE TIDES GOLF LODGE, INC.

DECLARATION

THIS DECLARATION, made this 1st day of February 1991, By The Tides Golf Lodge, Inc., a Louisiana Corporation qualified to do business in Virginia, herein sometimes referred to as "Developer", "The Tides Lodge", or "The Tides Golf Lodge, Inc.," (This Declaration changes the original Declaration filed for Lot D-1 as part of The Highlands at the Tides Lodge and removes the owner of this lot from membership in the Highlands Home Owner's Association due to its geographical location.)

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 roads (the "Property") shown on a plat of survey made by Tomlin & Keyser, C.L.S., dated May 16, 1990, entitled Lot D-1, (and others to be named in the future and recorded as they are approved by Lancaster County or already recorded) at The Tides Golf Lodge, Inc., which Plat for D-1 is recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia in Plat Book No. 2 at Page 29, 30 & 31 and which Plat is by this reference made a part hereof. The Developer intends to develop, or cause to be developed thereon, additional residential community in accordance with the applicable zoning and subdivision regulations of Lancaster county.

The Tides Golf Lodge, Inc. may convey to the owner certain pipes, right a ways, etc., as appropriate, for egress, sewerage collection and water distribution. The water distribution and sewerage collection systems would be included only as a right-of-way on or under property of The Tides Golf Lodge, Inc. The Tides Golf Lodge, Inc. and the Owner hereby agree and declare that Lot D-1 (and others as included) 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 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 Owners hereby accept the responsibilities and duties imposed on them by the easements, protective covenants and conditions hereinafter set out. The Owners are joining in this declaration in order to acknowledge their obligations hereunder.

Developer may add, but in no way shall be obligated to add, additional lots to this Declaration by describing the additional lands to be included by signing as Developer alone and recording in the public records of the County. Upon such recording the additional lands shall be deemed part of the development at The Tides Lodge and subject to the terms of this Declaration. The Tides Golf Lodge, Inc. reserves the right to file Supplemental Declarations to correct typographical and other minor errors in this Declaration or the Plat.

PROPERTY RIGHTS

Every owner shall have a right of enjoyment in the property as shown on the Plat for ingress and egress from his lot to the closest practical state highway and use of pipelines from lot lines to the treatment plant and the water distribution system from the tank outlet to the individual lot line. The Developer specifically reserves the right to use, cross, dig under the property of Owner 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 Owner.

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 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 hereby reserves 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 Tides Lodge provides tennis courts and pools for use by the owners and owner may acquire such privileges at The Lodge proper upon application at fees equal to those paid by residents of The Green. 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 and other residential lots 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., and The Tides Golf Lodge, Inc. agrees that it will not unreasonably withhold such approval, upon recommendation by the Architectural Review Committee.

WASTE WATER TREATMENT

The Tides Golf Lodge, Inc., and successors or assigns, may provide sewerage treatment for each lot through its licensed treatment plant if Health Department approved septic drain fields are not provided for. If connected to the system 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 Owner shall pay, quarterly, a fee equal to the quarterly water bill. If an owner of two, or more, lots has only one residence on these lots, he/she will pay The Lodge 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, other lots at The Lodge, and The Highlands. The Owner assumes all responsibility for the operation and maintenance of any personal or common pumping station(s) and all piping to the discharge point at The Tides Golf Lodge, Inc.'s treatment plant and agree that The Tides Lodge has access to the pumping stations and pipelines for maintenance, if necessary, without advance notice. An Operational and Maintenance Agreement, to be maintained by The

Tides Lodge, 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, may provide domestic water for each lot from its approved water source. If so done, each owner shall pay The Developer a connection fee of \$1,500, per lot, at the time the physical connection is made to the water system. The Property Owner shall pay, quarterly, a fee equal to the metered rates of Sydnor Hydrodynamics, Inc., or successors or assigns, for private residences in the town of Irvington, as metered by The Lodge. 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 Owner 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, other lots at The Lodge and The Highlands. The lot owners agree that water savers will be used on all faucets, showers and toilets 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 Developer. Any private pools or lawn watering system using water from the system shall be metered at the owner's expense and the owner shall pay a per gallon rate, equal to the rate the Owner is paying The Developer for water for such additional water over and above the normal domestic water bill.

WATER CROSS CONNECTION PROGRAM

The Property Owners, 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.

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 on any lot. 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 appropriate Architectural Review Committee will be sent to the Chairman of that 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 Developer and/or Architectural Review Committee, 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 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 Architectural Review Committee may approve solar energy collectors with the approval of The Tides Lodge. One American flag not to exceed 3' by 5' may be displayed from a flag pole from each residence. 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 on the property 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 or Developer, 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, drainfields, utilities, retaining walls and driveways may need to be installed in the LPZ with prior written approval of the Architectural Review Committee.

12. 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. to all owners upon request.

13. The Developer or Architectural Review Committee 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 acts 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 area.

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., or the Architectural Review Committee. 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 Tides Golf Lodge, Inc., 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 Tides Golf Lodge, Inc. 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 also reserves 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 unless waived by the Architectural Review Committee. Drainage easement areas are reserved as shown on Plats and easements of way are reserved over the common areas (if any) 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 Tides Golf Lodge, Inc. or any owner 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 Architectural Review Committee or The Tides Golf Lodge, Inc. or by any other owner 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 Tides Tartan Golf Course, The Green and The Highlands and all other lots at the Tides Lodge 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 boundaries of the Tides Tartan Course remain private.

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 Tides Lodge for any maintenance, repair or replacement of any personal or real property at The Tides Lodge 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 Architectural Review Committee action after fifteen (15) days written notice to the owner except in an emergency when no advance notice is required. The Tides Golf Lodge, 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. After the enforcement of these restrictions has been assigned in writing to the Architectural Review

Committee 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 a majority of the members of the Committee and a Tides Golf Lodge representative at a meeting. 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 Architectural review Committee 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 Architectural Review Committee, 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 Owners 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 Tides Golf Lodge, Inc.'s records at the time of the mailing and (2) and the Developer at Box 309, Irvington, Va. 22480. The Developer and Owners are responsible for informing The Tides Golf Lodge of any corrections or changes in names or addresses.

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 Architectural

Review Committee, and a determination rendered by the Committee 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 Committee.

38. No amendment to this declaration shall be made which alters or modifies any mortgagee's rights granted pursuant to this declaration without mortgagee's prior written permission.

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 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 by and comply with the provisions of this declaration.

42. The Architectural Review Committee, pursuant to a resolution duly adopted 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: Feb 1, 1991

By: E.A. Stephens, Jr.
President

ACKNOWLEDGEMENT: STATE OF VIRGINIA, County of Lancaster, ss:
The foregoing instrument was acknowledged before me this 1st day of February, 91 by
E.A. Stephens, Jr., President - The Tides Golf Lodge, Inc..

Witness my hand and official seal.
My commission expires: 2-8-93

(SEAL)

Julia W. Ransome
(Notary Public)

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 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 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

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

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

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.

Fencing: 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

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: _____

CROSS CONNECTION CONTROL PROGRAM

FOR

THE HIGHLANDS SUBDIVISION
and Other Residential Lots (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 Residential Lot at
The Tides Golf Lodge, Inc. 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 Residential Lot owner.

D. Cross-connection and Backflow Prevention Plan:

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 Other Residential 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:

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 of 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 and 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.

Attachment No. 2 to 'B'
 Box 309
 Irvington, Va. 22460

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. _____

VIRGINIA, to-wit:

In the Clerk's Office of the Circuit Court of Lancaster County, the 27th day of Feb, 1991, the foregoing writing was presented and with certificate on next, admitted to record at 2:55 o'clock, P.M.

Teste:

Roberta Williams, Clerk - Dep. Clerk