

477

**DECLARATION OF RESTRICTIONS
OF**

JAN 24 2002

POPLAR GROVE GOLF DEVELOPMENT, AMHERST, VIRGINIA

THIS DECLARATION OF RESTRICTIONS made and entered into this

17 day of January, 2002, by Poplar Grove Associates, LTD, a
Virginia corporation, owner.

WHEREAS, Poplar Grove Associates, LTD is the owner of Poplar Grove
Golf Development, Phase I, more specifically described as:

All that certain property described by deed dated July 26, 2001 of record at
Deed Book 857, page 006 and deed dated July 26, 2001 of record at Deed
Book 857, page 008, both deeds recorded in the Amherst County Circuit
Court Clerk's Office. A plat of the aforesaid property dated July 10, 2001
prepared by Berkley-Howell and Associates is recorded in Plat Cabinet 2,
slides 366 thru 367, portions of which are "WATERWAYS AND WETLANDS,
SUBJECT TO RESTRICTIVE COVENANTS" (the property) shown on Schedule
"A" attached hereto.

WHEREAS, Owner, Poplar Grove Associates, LTD, as required by the
Department of Army Permit 01-G0039, is imposing on said Property a
restrictive covenant to preserve the Property in perpetuity in its natural state
by prohibiting wetland destruction or alterations, buildings construction,
addition of fill material, cultivation, pruning, or tree harvesting, except as
allowed by mitigation plan, as shown on Schedule "A".

NOW THEREFORE THIS DECLARATION WITNESSETH:

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1. Owner does hereby declare, covenant and agree, for itself and its successors and assigns, that the Property shall be hereafter held and sold subject to the following conditions and restrictions, to-wit:

The Property shall be preserved in perpetuity in its natural state by prohibiting except as specifically authorized below and in the mitigation plan, as shown on Schedule "A", wetland destruction or alterations, building construction, addition of fill material, cultivation, pruning, and tree harvesting in the area.

2. Additionally, the following activities shall be prohibited on the Property:

a. Destruction or alteration of wetlands on the property other than those alterations authorized by the Norfolk District, U. S. Army Corps of Engineers under permit number 01-G0039;

b. Construction or maintenance of buildings or mobile homes; however, by way of example and not limitation, structures such as boardwalks, foot trails, wildlife management structures, observation decks, picnic tables, and children's playground equipment may be placed in the wetlands provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and is subject to prior approval by the Army Corps of Engineers;

c. Ditching, draining, diking, filling, excavating, land clearing, plowing, mining or drilling; removal of topsoil, sand, or other materials, and any building of roads or alteration in the topography and/or hydrology of land in any manner except for the earth moving necessary for restoration or for

construction and maintenance of foot trails for recreational use, or as otherwise allowed in this document.

d. Removal, destruction and cutting of trees and plants (except as necessary to maintain water control structures and existing roads or to construct or maintain foot trails or for safety), except that wildlife management and silvicultural activities may be allowed on a case-by-case basis as approved by the Army Corps of Engineers.

e. Silvicultural activities undertaken where the substantial effect or purpose is to generate funds; however, forest activities undertaken to/for/or in association with (for example) control of disease or insect infestation, salvage cutting, to encourage diversity or species and age classes, restore desirable species, to encourage cavities and snags, to create wildlife clearings, for fire management and authorized construction activities may be authorized by the Army Corps of Engineers on a case-by-case basis and timber or other forest products incidentally produced from these activities may be sold.

f. Clearcutting, except to the extent that it is appropriate for stand regeneration.

g. Dumping of ashes, trash, garbage, or other unsightly or offensive material, and changing of the topography throughout the placing of soil or other substances or material such as land fill or dredged material are prohibited.

h. Activities which could cause erosion or siltation on the Property.

4. Outdoor recreational activities are permitted on the Property including, but not limited to, canoeing, boating, hiking, camping, wildlife and botanical observation and studies, horseback riding, hunting, trapping and fishing. The construction and maintenance of support facilities (including rest rooms) for these activities may be authorized by the Army Corps of Engineers on a case-by-case basis, and to the extent practicable, confined to non-wetland areas and areas of lesser environmental significance. Any facilities constructed to support these recreational activities shall ensure that the Property generally retains its character as described in Schedule "A" in perpetuity.

5. The covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Norfolk District, U. S. Army Corps of Engineers. The covenants contained herein run only to the benefit of the United States through the Corps of Engineers, and the joinder of any other party or entity other than the Owner or its successors in interest and the Army Corps of Engineers shall not be required to amend or vacate this Declaration.

6. The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

7. The provisions hereof shall be enforceable by any proceeding at law or in equity by the United States Corps of Engineers and the U. S. Environmental Protection Agency, the U.S. Fish and Wildlife Service. Failure by any agency or owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

8. These covenants are to run with the land and shall be binding on all parties and persons claiming under them. These covenants are imposed by Owner, in order to assure that the wetland impacts pursuant to permit number 01-G0039 shall be minimal.

WITNESS the following signature the day and year first above written.

POPLAR GROVE ASSOCIATES, LTD
A Virginia corporation

By: *David L. Smith*

It's President

STATE OF Virginia Norfolk, to-wit:
CITY/COUNTY OF

The foregoing was acknowledged before me this 17 day of JANUARY, 2002 by DAVID L. SMITH, President of Poplar Grove Associates, LTD, a Virginia corporation.

My commission expires: 3/31/2003

William J. Henry
NOTARY PUBLIC

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SCHEDULE "A"

Such portions of Poplar Grove Golf Development shown on the Plat of "Waterways and Wetlands, Subject to Restrictive Covenants", dated December 3, 2001 and prepared by Anderson and Associates, Inc., Blacksburg, Virginia, an annotated copy of which is attached and made a part hereof.

PLAT
RECORDED IN PLAT CABINET
NO. 2
SLIDE 2-371

State Tax 039	\$	_____	VIRGINIA: in the Clerk's Office of the Circuit Court of
County Tax 213	\$	_____	Amherst County <u>JAN 24</u> 20 <u>02</u> . This writing
Transfer Fee	\$	_____	was admitted to record at <u>11:03</u> o'clock <u>A</u> M. and
VSLF 145	\$	<u>3.00</u>	the tax imposed by Sec. 58.1-802 of the Code in the amount
Clerk's Fee	\$	<u>17.50</u>	of \$ _____ has been paid.
Plats	\$	<u>16.50</u>	
State Tax 038	\$	_____	TESTE: <u>ROY C. MAYO, III</u> Clerk
County Tax 220	\$	_____	By <u>Salmon J. Mayo</u> Deputy Clerk
Total	\$	<u>37.00</u>	

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR POPLAR GROVE GOLF COMMUNITY**

This Declaration of Covenants, Conditions, Restrictions and Easements for Poplar Grove Golf Community is made by Poplar Grove Associates, Ltd. ("Declarant") as of 7/19/02 [date]. The term "Declarant" includes the corporation's successors and assigns; provided, however, that any rights Declarant has pursuant to this Declaration will not pass by virtue of its deed of conveyance except to the extent specifically provided within the deed or Declaration.

BACKGROUND

A. Declarant is the owner in fee simple of real property described in Exhibit "A," attached hereto ("Exhibit A Property"). Once committed to land use here, Declarant intends to develop portions of the Exhibit A Property as part of a multi-phase planned community to be known as Poplar Grove Golf Community.

B. Declarant has established a land use plan for that portion of Exhibit A Property which is described in Exhibit B attached to this Declaration (the "Committed Property") and desires by this Declaration to provide for the enhancement and protection of the value, attractiveness and desirability of the Lots, as well as other property lying within the Committed Property. The land use plan for the Committed Property contemplates, among other things: (i) subdivisions of single-family residential lots, townhouses and condominiums (the "Residential Property"); (ii) private roads; and (iii) lighting and utility structures and easements;

C. Exhibit A Property, exclusive of the Committed Property, is referred to below as the "Uncommitted Property." Declarant desires to provide a method by which portions of the Uncommitted Property will become Committed Property. Declarant desires to make a provision by

which property other than Exhibit A Property (the "Additional Property") may also become Committed Property or Uncommitted Property.

D. Declarant will cause the formation of the Poplar Grove Golf Community Owners Association, Inc. (the "Association") to be formed for the purpose of accepting the delegation and assignment in this Declaration of certain powers and duties, including, but not limited to, its enforcement and the collection and disbursement of the "Net Upkeep Expenses" and disbursement of the "Upkeep Expenses."

NOW, THEREFORE, in consideration of the premises which are the subject of this agreement and the benefit to be received by itself and all persons claiming by, through or under it, Declarant hereby: (i) establishes this Declaration ("Declaration" will include this Declaration and any Addendum to it); (ii) declares that the Committed Property and all portions of Exhibit A Property and Additional Property which is to become Committed Property, will be owned, held, used, conveyed, sold and occupied subject to this Declaration; (iii) declares that all covenants and restrictions referred to below will run with the title to all portions of the Committed Property; and (iv) declares that the easements described below will be perpetual in duration unless otherwise provided.

ARTICLE I

DEFINITIONS

1. "Addendum" refers to the Declaration(s) further described in Article II by which certain portions of the Uncommitted Property or property which will be made into Additional Property are made subject to the provisions of this Declaration.

2. "Additional Property" refers, collectively, to the portions of properties, consisting of property other than Exhibit A Property, which will be identified as Additional Property in an Addendum, as well as the improvements constructed, erected, located and maintained on it.

3. "Additional Titleholder" refers to the owner(s) of fee simple title to any portion of Additional Property and includes Declarant during such time as Declarant is the owner in fee simple to any portion of Additional Property. This term will exclude, however, those holding fee simple title merely as security for the performance of an obligation, in which event Additional Titleholder will refer to the Contract Purchaser.

4. "Articles" refers to the Articles of Incorporation of the Association, as may be amended from time to time.

5. "Association" refers to the Association of the Poplar Grove Golf Community Owners Association, Inc., a Virginia not-for-profit corporation.

6. "Board" refers to the Board of Directors of the Association.

7. "Budget" refers to the annual budget for the Association as prepared and adopted by the Board and showing all income and expenditures as anticipated for a forthcoming fiscal year of the Association.

8. "By-Laws" refers to the by-laws of the Association, as amended from time to time.

9. "Committed Property" refers to: (i) that portion of Exhibit A Property described in Exhibit B; (ii) those portions of Exhibit A Property, if any, which may, from time to time be committed by the recording of an Addendum; and (iii) all Additional Property which may, from time to time, be committed to the planned development by the recording of an Addendum.

10. "Common Areas" refers to those portions of Exhibit A Property which are or become, pursuant to this Declaration and any Addendum, streets, roads, walkways, trails, parks, recreational areas, and any other areas designated as such or any recorded plat of subdivision.

11. "Condominium" refers to any property within the Poplar Grove Golf Community submitted to a condominium regime in accordance with applicable Virginia law.

12. "County" refers to the County of Amherst, State of Virginia.

13. "Initial Assessment" refers to the fee assessed by the Association for the purpose of paying Net Upkeep Expenses contemplated by the Budget, or as otherwise provided herein.

14. "Institutional Mortgagee" refers to: (i) any lending or financial institution or entity having a first mortgage lien on a Lot, a portion of Committed Property, or a portion of Additional Property and including, without limiting the generality of the above, a bank, savings bank, savings and loan association, life insurance company, real estate investment trust, mortgage banking or lending corporation, association or trust, any Federal agency, corporation or association or any affiliate, subsidiary, successors or assigns of any of the above, and further including, without limiting the generality of the above, FHA, VA, FNMA, and GNMA; (ii) all investing or lending institutions or the successors and assigns of the lender which have loaned money to Declarant to construct improvements on the Committed Property; or (iii) Declarant, so long as Declarant holds a mortgage on a Lot, a portion of Committed Property, or a portion of Additional Property.

15. "Lot" refers to a residential lot as shown on a Plat, a townhouse lot, or a condominium unit. For the purposes of this Declaration, a lot which is a subdivision of Additional Property will not become a Lot pursuant to this definition unless specifically committed to the same by Addendum.

16. "Net Upkeep Expenses" refers to the expenses for which Owners of Lots are liable to the Association as described and provided in the Poplar Grove Golf Community Documents.

17. "Owner" refers to the owner in fee simple to a Lot and includes Declarant during those times at which Declarant is owner of any Lot, but excludes those having an interest in a Lot merely as security for the performance of an obligation, in which event Owner refers to the Contract Purchaser.

18. "Plat" refers to a plat filed for record in Plat Cabinet 2, Slides 2-366 through 2-367, in the Amherst County Circuit Court Clerk's Office, under which a portion of Exhibit A Property which is or will become Committed Property is subdivided into Lots or parcels. For the purposes of this Declaration, a plat of Additional Property will not become a Plat pursuant to this definition unless specifically committed to the same by Addendum.

19. "Poplar Grove Golf Community" refers to the multi-phase community planned for development on portions of Exhibit A Property, as well as all Additional Property and includes the Committed Property, as well as portions of the Uncommitted Property which are subsequently committed to land use under this Declaration by the recording of an Addendum.

20. "Poplar Grove Golf Community Documents" refers to this Declaration, the Articles and By- Laws, together with all recorded amendments to it, as well as Rules and Regulations promulgated pursuant to it.

21. "Residence" refers to a residential dwelling unit constructed, erected or located on a Lot which is designed and intended for use and occupancy as a residence by a single family, including a townhouse and condominium unit.

22. "Residential Property" refers, collectively, to the Lots and the improvements constructed, erected, located and maintained on it.

23. "Special Assessments" refers to any assessment other than the Initial Assessment levied by the Declarant or by the Association on an Owner of a Lot.

24. "Townhouse" refers to any residential dwelling situated on its own lot but sharing a common wall with one or more adjoining units and which is not a condominium.

25. "Uncommitted Property" refers to those portions of Exhibit A Property other than: (i) those described in Exhibit B; and (ii) in any subsequent Addendum to this Declaration.

ARTICLE II

PLAN FOR DEVELOPMENT OF POPLAR GROVE GOLF COMMUNITY

A. *Committed and Uncommitted Property.*

1. Declarant is the owner of Exhibit A Property and intends to develop or cause to be developed on all or a portion of it a multi-phase residential community to be known as Poplar Grove Golf Community in accordance with the County's applicable zoning regulations.

2. Notwithstanding anything otherwise provided here, Declarant reserves the right not to incorporate all or any part of the Uncommitted Property as part of Poplar Grove Golf Community.

3. Declarant may, from time to time, determine to commit: (i) all or any part of the Uncommitted Property to the land use provisions and other benefits and covenants contained in this Declaration; and (ii) Additional Property to the benefits and covenants contained in the Declaration. Declarant will have sole discretion to decide whether to commit a portion of the Uncommitted Property or Additional Property to this Declaration. In the event Declarant chooses to do so, an Addendum (the "Addendum") will be prepared in connection with this declaration and recorded by Declarant in the Amherst County Circuit Court Clerk's Office, to which will be attached a legal

description of the portion of the subject property then being committed to this Declaration (the "Addendum Property"). The Association will, on demand of Declarant, join and consent to the Addendum. The Addendum: (i) will contain the legal description of the Addendum Property; (ii) will declare the premises to be Residential property, Common Area, or Additional Property, as the case may be; and (iii) may set forth any additional covenants, restrictions, easements and provisions to those in this Declaration. Once the Addendum has been recorded, the Addendum Property will become Committed Property as fully as though originally designated here as Committed Property. Should Declarant determine at any time that all or any part of the Uncommitted Property will not become part of the Committed Property, Declarant will execute a statement (the "Statement") to that effect containing a legal description of the property. On the recording of the Statement in the Amherst County Circuit Court Clerk's Office, the property described there will no longer be subject to conversion to Committed Property and may be developed and/or used by Declarant for any purposes consistent with applicable zoning regulations. Should Declarant determine at any time that no property (with the exception of property which has already been made Additional Property) will become Additional Property, Declarant may then execute a Statement to that effect and, on the recording of that Statement in the Amherst County Circuit Court Clerk's Office, no further property may become Additional Property.

4. If all of Exhibit A Property is developed in accordance with present zoning regulations and plans of Declarant, the total number of residential dwelling units which could be constructed on Exhibit A Property is 166 (which is called the "Total Dwelling Units"). The number of Total Dwelling Units will remain at 166, subject, however, to reduction by Declarant through the recording of the "Statement" described in subparagraph A(3) of this Article II, wherein Declarant will state that by reason of its determination that a portion of Exhibit A Property will not become part of the

Committed Property, the Total Dwelling Units is reduced to that number set forth in the Statement (the "Statement Number") (or subject to an addition, in the event Additional Property is added to the project, as provided in the Poplar Grove Golf Community Documents).

B. Committed Property; Uses; Property Rights.

The Committed Property contains Residential Property and Common Areas as more particularly described here and in the Poplar Grove Golf Community Documents, and may contain Additional Property, all as provided in the Poplar Grove Golf Community Documents:

1. The Residential Property is the aggregate of all of the Lots in the Committed Property, as shown on all Plats.

2. Every Owner of a Lot is hereby granted a nonexclusive right and easement of enjoyment in and to the Common Areas which will be appurtenant to and will pass with the title to the Lot. These rights, however, are subject to rights of the Association, and also are subject to the provisions below:

a. The right of the Association to establish and charge reasonable admission and other fees for the use of any recreational facility located in the Common Areas.

b. The right of the Association to establish and assess reasonable fees and charges for the use of the Common Areas.

c. The right of the Declarant or of the Association, through its Board, to adopt reasonable rules and regulations (the "Rules and Regulations" or the "Rules") for the use of the Common Areas.

d. The right to suspend the right of use of the Common Areas for a period not exceeding six months for any infraction of the official Rules and Regulations of the Association concerning the use of the Common Areas.

e. The right to suspend an Owner's right to use the Common Areas when that Owner is delinquent in the payment of any Special Assessments.

f. Subject to any limitations that may be imposed here or by the By-Laws, each Owner may delegate his or her right of enjoyment in and to the Common Areas to the occupants of his or her Lot and to those occupants' guests.

C. Responsibilities of the Association.

Declarant has delegated to the Association the responsibility and duties of: (i) owning, operating, administering, improving, maintaining and repairing the Common Areas; (ii) owning, leasing, operating, administering, improving and repairing the rights-of-way, right-of-way improvements and on-site utility systems in the event that any have not been dedicated to the County; (iii) owning, improving and maintaining the Common Area, the Residential Property, and other portions of Exhibit B Property; (iv) owning, operating, improving and maintaining the street lighting located in dedicated rights-of-way; and (v) assessing and collecting Net Upkeep Expenses. Further: (i) each Owner will automatically be a member of the Association and, as such, is entitled to the rights and privileges of membership as provided in the Poplar Grove Golf Community Documents and be responsible for the duties of the membership, including the duty to pay Net Upkeep Expenses and to comply with the Poplar Grove Golf Community Documents; and (ii) each Additional Titleholder will automatically be a member of the Association and, as such, is entitled to the rights and privileges of the membership as provided in the Poplar Grove Golf Community Documents.

Notwithstanding anything otherwise provided in this Declaration, the Association will not be charged with the obligation or expense of extending water and wastewater lines to the Lots or portions of the Additional Property and Lots.

D. Architectural Controls.

Any improvements built upon any Lot (excluding townhouse lots and condominiums) shall conform to the following requirements and restrictions:

a. Only single-family detached dwellings may be constructed for occupancy on any Lot. Such dwellings shall be at least 2,000 square feet of interior dwelling space for a single story dwelling and at least 2,500 square feet of interior dwelling space for split-level or multi-story dwellings. Interior dwelling space shall be calculated by measuring gross interior floor space, as measured from exterior walls to exterior walls, but shall not include basements, attics, garages, carports, porches, terraces, decks, or outbuildings.

b. Any dwelling constructed other than by the Declarant must be first approved by the Architectural Control Committee as hereinafter set forth.

c. Driveways may be gravel during construction and for up to ninety days after issuance of an occupancy permit for the dwelling, but must thereafter be hard surfaced in asphalt or a material deemed superior or equal to asphalt by the Architectural Control Committee.

d. All detached single-family dwellings shall have an attached two car or larger garage.

e. Appropriate outbuildings may be constructed on Lots so long as in keeping with the architectural style of the main dwelling and if approved by the Architectural Control Committee.

f. No structures shall be placed within one hundred (100) feet of any Lot line fronting a street or road, and no structure shall be placed within fifty (50) feet of any side or rear property line.

g. During construction, Lot Owner shall be responsible for any damages to roads, streets, Common Areas, adjacent property, or other properties in the development caused by such construction or the actions or negligence of the Lot Owner's contractor, subcontractors, or agents involved in such construction. The Lot Owner shall at all times during construction maintain a gravel driveway through his or her property for access to the site and shall keep all streets and roads in the development free and clear of debris, dirt, and mud from such construction.

h. All such dwellings shall be constructed within 12 months of the laying of the foundation unless excused by the Architectural Control Committee. Any building destroyed by casualty shall be reconstructed within 12 months of such casualty or, if the Lot Owner elects not to rebuild, all debris removed and the Lot graded to a natural condition within three (3) months of the casualty.

ARTICLE III

LAND USE COVENANTS, RESTRICTIONS AND EASEMENTS; CONVEYANCE OF COMMON AREAS

A. *Land Use Covenants and Restrictions.*

Declarant agrees that the Committed Property (but excluding the Additional Property unless otherwise specifically provided) will be used, transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

1. Residential Property: All portions of the Committed Property which are shown on a Plat as a Lot are intended for residential use only. However, Declarant may, in its discretion: (i) cause a Lot

or portion of it to be dedicated or used for the right-of-way and utility purposes set forth in the Plat; and (ii) use a Lot in connection with its sales programs, as adopted by Declarant from time to time. Except for the location of utilities, "residential use" means that only a residence which is designed and intended for use and occupancy as a single-family residence, townhouse, or condominium, and residence-related improvements such as driveways, parking spaces, lawn areas and the like, may be erected or located on a Lot. Each residence, and any alterations and improvements made to it or to the Lot, is subject to the approval of the Architectural Control Committee. Except as otherwise provided under this agreement, no commercial or business building may be erected on a Lot, and no business or commercial occupations may be conducted on any Lot, except for: (i) the sales and marketing program of the Lots and improvements on it by Declarant; (ii) the construction, development and sale or rental of the Residential Property or portions of it; (iii) direct accessory services to the Residential Property such as utilities, Residence or Lot maintenance; and (iv) related services. Further, Residential Property may be subject to reasonable rules and regulations promulgated by the Association for the safety, welfare or benefit of the Residential Property or the other portions of Poplar Grove Golf Community.

2. Common Areas: The Common Areas are to be used and conveyed solely in accordance with the provisions of this Declaration.

2.1 Administration of Common Areas by Association: The Association will administer, manage, operate and maintain the Common Areas, as provided for in the Poplar Grove Golf Community Documents. Consistent with the purposes set forth in this Article III, the Association, by its Board, may promulgate rules and regulations, which it may later modify, alter, amend and rescind. These rules, referred to collectively herein as the "Rules and Regulations" or

"Rules," will cover the use, operation and enjoyment of the Common Areas, and the improvements located on them.

2.2 Declarant's Right of Use: In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of Poplar Grove Golf Community, Declarant hereby reserves for itself, and the Association acknowledges that Declarant has the right, to the use of the rights-of-way, right-of-way improvements and all of the Common Areas in conjunction with its program of sale, leasing, constructing and developing of Poplar Grove Golf Community. Declarant will not incur any cost for these rights and privileges. Declarant (including, but not limited to, its employees and agents) also has the right to reasonable use of the Common Areas from time to time for sales and/or administrative offices, including, without limiting the generality of the above, the right to: (i) maintain "for sale" signs and billboards until control is transferred to the Association for the use and benefit of Declarant in and about the Common Areas; (ii) utilize, exclusively or nonexclusively at the discretion of Declarant, portions of the improvements, on the Common Areas, as determined by Declarant for the sales offices, administrative offices, as well as for marketing purposes in and about the development of Poplar Grove Golf Community, sale of Lots and sale or lease of portions of the Additional Property and sale, development, construction, marketing and erection of improvements thereon. For purposes of this subparagraph 2.2, the term "Declarant" will also include any Lender or Mortgagee of Declarant or the successors or assigns thereof or any person or entity acquiring title to any of the Lots or Additional Property pursuant to a foreclosure of a Lender's mortgage or a deed in lieu of foreclosure. These rights and privileges, which will in no way limit Declarant's rights and privileges under the Poplar Grove Golf Community Documents, will terminate on the "Transfer Date" (defined below) or on an earlier date on which Declarant notifies the Association of its voluntary written election to relinquish at an earlier date the

rights and privileges of use, provided, however, Declarant may not relinquish any rights or privileges then subject to the provision of any lien, mortgage, security agreement, assignment or similar Declaration securing a loan by an Institutional Mortgagee to Declarant.

B. Restrictions on Use of the Committed Property but Excluding the Additional Property.

Declarant declares that the Committed Property (but excluding the Additional Property unless otherwise specifically provided) will be used, transferred, demised, sold, conveyed and occupied subject to the following terms of this Declaration:

1. Nuisances: No Owner may cause or permit any unreasonable or obnoxious noises or odors, and no nuisances or immoral or illegal activities are permitted in any of the Common Areas or Residential Properties.

2. Animals and Pets: No animals, livestock or poultry may be raised, bred or kept on any Lot. However, dogs, cats and other household pets may be kept, provided that: (i) they are not kept, bred or maintained for a commercial purpose; (ii) they do not cause an unreasonable nuisance or annoyance to other Owners; (iii) they are not permitted to run free outside a Residence but, rather, are to be contained in a manner approved by the Architectural Control Committee while on a Lot; (iv) they are to be on a leash when outside of a Residence and not on the Owner's property (v) they must be kept indoors during the night time (vi) there may not be more than an aggregate of three such pets kept on any Lot at any given time; (vii) Owners are responsible for the removal from the Common Area and rights-of-way of solid waste caused by their pets, and of the sanitary disposal of such waste;

and (viii) Owners are otherwise in compliance with the Rules with regard to pets authorized under this agreement.

3. Clotheslines: Outdoor clotheslines and outdoor clothes-drying activities are prohibited on the Committed Property.

4. Removal of Sod and Shrubbery: No sod, topsoil, trees, or shrubbery may be removed from the Common Area by Owners without the written approval of the Board. Further, no change in the condition of the soil or the level of the land of any Committed Property may be made which results in any permanent change in the direction of flow and drainage of surface water which the Board determines to be detrimental to the drainage of Poplar Grove Golf Community or to property values or safety of any real property or improvements in Poplar Grove Golf Community.

5. Satellite Dishes, Antenna and Aerials: No satellite dishes, antenna, aerials or any other similar electronic equipment or device of any kind may be installed or maintained on the Residential Property which will be capable of being viewed from a public road, and in particular, no satellite dish, antenna or aerial or any other similar electronic equipment or device may be installed or maintained outside of the interior of any Residence or outside of the interior of any other structure located on the Residential Property unless with the permission of the Architectural Control Committee.

6. Litter: No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any part of the Lots or Common Area except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board (the "Containers"). The Containers located on Residential Property will be kept at the rear of and adjacent to the Residence located on a Lot or within the Residence, except that it can be placed at the front of a Lot for pick-up at the times and in accordance with the requirements of the franchised garbage removal service or appropriate governmental agency

providing the service, as the case may be, for the Residential Property, but the Containers will be returned to the above designated areas promptly after the pick-up.

7. Fences: No fences are permitted on any Lot except with the permission of the Architectural Control Committee. Dog runs will be considered to be fences for purposes of this section.

8. Machinery and Equipment: No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot within the properties except such machinery or equipment that is usual and customary in connection with the development, maintenance, or construction of a residence, appurtenant structures, or other improvements within the properties.

9. Restriction of Further Subdivision: No Lot within the properties shall be further subdivided or separated into smaller lots or parcels by any owner, and no portion less than all of any such Lot shall be conveyed or transferred by any owner. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller lots or parcels any property not yet platted or subdivided into Lots owned by Declarant. The provision of this section shall not apply to the division of any Lot between two adjoining Lots which shall then become a part of the adjoining Lot.

10. Burning: It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such property. No outside burning of wood, leaves, trash, garbage, or other refuse shall be permitted on any property.

11. Utility Service: No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, or radio signal, shall be erected, placed, or maintained anywhere in or upon any property within the properties unless the same shall be

contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Control Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Control Committee or prevent or preclude the relocation of any existing facilities by the appropriate utility company.

12. Improvements and Alterations: No improvements, alterations, repairs, excavations, or other work which in any way alters the exterior appearance of any property within the properties or the improvements located from its natural or improved state existing on the date such property was first conveyed in fee simple to the Declarant, shall be made or done without the prior approval of the Architectural Control Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Control Committee or any committee established by the Architectural Control Committee for that purpose. Pursuant to its rulemaking power, the Architectural Control Committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not suitable or desirable in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, and the harmony thereof with the surrounding and the adjacent or neighboring property. All subsequent alterations, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Control Committee. All decisions of the Architectural Control Committee shall

be final, and no Lot Owner or other parties shall have recourse against the Architectural Control Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

13. Easements: No Lot Owner, other than the Declarant, shall have the right to grant any private ingress/egress easements to other Lot Owners or other entities, provided however that this restriction shall not be construed in any way to restrict access by public servants for public health and safety purposes.

14. Cutting of Trees: No owner shall clear cut timber or trees off of a Lot. The owner shall be allowed to cut a reasonable amount of trees to allow for a building site and for allowing views of the mountains, lakes, or golf course. The plans for the building site including the proposed cutting of trees for the building site must be approved by the Architectural Control Committee. If an owner cuts trees in violation of the approved plan, the owner shall be fined by the Association \$1,000.00 per tree in violation of the approved plan. Diseased, rotted, or significantly damaged trees shall be excepted from this provision so long as the same are first identified to the Architectural Committee at least twenty-four (24) hours prior to removal, except in case of emergency. There shall be no restrictions on the right of Declarant to remove trees.

15. Right of Entry: During reasonable hours, any member of the Architectural Control Committee, or any authorized representative of the Architectural Control Committee, shall have the right to enter upon and inspect any Lot within the properties and the improvements thereon, except for the interior portions of any residence or other structure, for the purpose of ascertaining whether or not the provisions of Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

16. Uniform Fixtures, Etc.: All exterior lighting fixtures, mailboxes and signs identifying name and address must be uniform throughout the Residential Property. Lot Owners are responsible for keeping yard lighting in operable condition. The Committee must establish and make available plans, specifications, or manufacturer's instructions in connection with such lighting fixtures, mailboxes and signs. No newspaper boxes shall be permitted. The only signs permitted to be located on the exterior of a Lot are: customary "For Sale" and realtor signs advising that the property is for sale, and signs of no more than six (6) square feet identifying any contractor doing work on the Lot. If Declarant supplies mailboxes at a central location for the use of Lot Owners, no other mailboxes may be used.

17. Restrictions on Lease of Residential Property: No owner may rent his or her Lot unless the same is approved by the Association. All rental and lease agreements (referred to as the "Lease Agreements") between an owner and a tenant or lessee of the owner's Lot and/or Residence must be in writing and provide that the Lease Agreement is subject to all the terms and provisions of the Poplar Grove Golf Community Documents, and are subject to approval by the Association. No lot or residence may be used as a "time share."

18. Parking: No commercial vehicles, recreational vehicles, or trailers of any kind will be allowed to park or be parked at any time on a Lot or in a platted right-of-way unless it is a commercial vehicle in the process of being loaded or unloaded, and only for a period of time as is reasonably necessary to accomplish those purposes. No maintenance, repair, or storage of any boat or vehicle is permitted on any Lot. No vehicles may be parked except in an area designed for that purpose or within a carport or garage. No vehicle which is not currently licensed is permitted on any Lot. For purposes of this Declaration, a commercial vehicle is any truck which, because of its size, weight, or sign affixed to it, painted or exhibited on it, is so designated from time to time, by the

Association; provided, however, that any truck with more than two axles or larger than one-quarter ton will be deemed a commercial vehicle.

19. Maintenance of Exterior and Yard: The exterior of each Residence will at all times be maintained and kept so that it presents a freshly painted or stained "like new" appearance. Each owner must keep his or her Lot free of trash, weeds, and other unsightly material, must keep his or her Lot at all times in a neat and attractive condition, and must maintain all lawn, landscape areas and yard lighting in a sightly manner and operable condition. If an owner fails to maintain the exterior of his or her Residence and his or her yard as above provided in this paragraph, the Association, after written notice to owner and approval by a majority of the Directors of the Association, has the right to enter on the Lot to correct, repair, restore, paint, mow, trim and maintain any of the Residences and Lots. All costs related to the correction, repair, work or restoration, including attorney's fees, will become a Special Assessment against the Lot.

20. Association Approval: Except as otherwise provided in this Declaration, neither the Board nor the Committee will be deemed to have approved any request unless the approval is granted in writing and signed by an officer of the Association.

21. No Implied Waiver: The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained in this Declaration or in other Poplar Grove Golf Community (including the Rules and Regulations) now or promulgated later will in no event be deemed a waiver by the Board or of any other party having an interest of its right to object to it and to seek compliance in accordance with the provisions of such documents.

C. *Disputes as to Use.*

In the event there is any dispute as to whether the use of the Residential Property or the Common Area is subject to the provisions of this Declaration or complies with the covenants and restrictions contained in the Declaration (including any Addendum to it), the dispute will be referred to the Board, and a determination rendered by the Board with respect to the dispute will be final and binding on all concerned parties. However, any use by Declarant of the Residential Property or the Common Area will be deemed a use which complies with the Declaration and will not be subject to a determination to the contrary by the Board.

D. Conveyance of Common Areas.

At such time as title to the Common Areas, or any portions of it, are vested in the Association, the Common Areas and the improvements on it may not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without the prior written approval of three-quarters (3/4) of the members of the Association, and of all Owners or Institutional Mortgagees holding mortgage liens on the then-existing Lots on Committed Property. At the time of conveyance of the Common Areas, Declarant shall convey title to the Common Areas to the Association by special warranty deed, and all real estate taxes shall be prorated as of the date of conveyance.

ARTICLE IV

**OBLIGATION TO EXPEND ASSOCIATION MONIES AND PAY NET UPKEEP
EXPENSES**

In order to fulfill the covenants and conditions contained in this Declaration and in order to maintain and operate the Common Areas and the improvements, lines and facilities now or later made

the subject of these Protective Covenants for the recreation, use, safety, welfare and benefit of the Owners, their families, guests, invitees and lessees, and to otherwise enable the Association to comply with the terms and provisions and obligations imposed in this Declaration, there is imposed on each Lot and the improvements on it and the Owners the affirmative obligation to pay Net Upkeep Expenses set forth in this Declaration. There also is imposed on the Association the affirmative obligation to assess and collect Assessments equal to the Net Upkeep Expenses and to spend those amounts necessary to meet Association Expenses. Such assessments may be collected in any manner allowed by law and shall constitute a lien against each Lot as may be allowed by provisions of applicable law. "Net Upkeep Expenses" are as defined in Article IV, Section A in this Declaration.

A. *Net Upkeep Expenses.*

Expenses include:

1. Taxes: Any taxes levied on the Common Area by any taxing authority, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and in general, all taxes and tax liens which may be assessed against the Common Areas and against all personal property and improvements which are not or which later may be placed, including any interest, penalties and other charges which may accrue on the taxes.

2. Utility Expenses: All expenses levied for utilities providing services for the Common Areas, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge.

3. Insurance: The premiums on the policies of insurance which the Association in its sole discretion determines to obtain; provided, however, that the coverage of the insurance will include the following:

a. Property insurance in an amount equal to the then-current full replacement cost (exclusive of land, foundation, excavation and other items normally excluded from the coverage) of the improvements on the Common Area, the insurance to afford protection against at least the following:

(1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, vandalism, malicious mischief, windstorm and flood and water damage; and

(2) Any other risks as are customarily covered with respect to areas similar to the Common Areas in developments similar to Poplar Grove Golf Community in construction, location, and use.

b. A comprehensive policy of public liability insurance covering the replacement value of all of the Common Areas and improvements located on it, and insuring the Association (and until the Transfer Date, Declarant), with limits of not less than \$1,000,000.00 covering all claims for personal injury and/or property damage (property damage coverage may be limited to \$500,000.00, notwithstanding the above) arising out of a single occurrence, the coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other risks as will customarily be covered with respect to areas similar to the Common Areas in construction, location and use, and including flood hazard insurance for the Common Areas.

c. Provided it is both available and affordable, as determined by the Association in its sound discretion, fidelity coverage will be purchased for the purpose of protecting against dishonest acts on the part of officers, the Board, and employees of the Association, and all others responsible for handling Association funds. The coverage will be in the form of fidelity bonds and must:

- (1) Name the Association as an obligee;
- (2) Be written in an amount equal to at least the estimated annual operating expenses of the Association; and
- (3) Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and
- (4) The bonds must provide that they may not be canceled (including cancellation for nonpayment of premium) or substantially modified without at least 30 days' prior written notice to any Institutional Mortgagee giving notice as prescribed under this Declaration.

d. Any other forms of insurance and coverage as the Association determined to be required or beneficial for the protection of the Association or preservation of the Common Areas or in the best interest of Poplar Grove Golf Community.

4. Common Area Expenses: The expenses of operating, maintaining and repairing the Common Area will be included by the Association as part of Association Expenses in the Budget and be computed as part of Net Upkeep Expenses to be assessed by the Association, as provided below, against the Owners of the Lots. Expenses will include, but not be limited to, the establishment and maintenance of recreational facilities and programs in the Common Areas. Regardless whether those facilities and programs are utilized by an Owner or the occupants of an Owner's Lot ("Common Area

Expenses"), Common Area Expenses also will include all expenses in providing water and wastewater utility services to each of the Lots, in the event the utilities facilities are not owned and maintained by the County, and including the cost of managing, renting, maintaining, repairing and replacing the water and wastewater facilities, pipes, pumps and connections from the County's utilities to each of the Lots, and to each portion of the Additional Property. However, notwithstanding the above: (i) the Association is entitled to establish and collect Utility Charges from each Owner as part of Net Upkeep Expenses and as provided here for providing water and wastewater utility service; and (ii) the Association will not be responsible for the initial furnishing of lines and facilities for the provision of water or wastewater utilities to any Lot or portion of any Additional Property.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

1. Organization. The Association will establish an Architectural Control Committee (the "Committee") made up of three members, all of whom shall initially be appointed by Declarant and who may be removed by Declarant at any time.

2. Powers. Except for Residences and improvements constructed by or for the Declarant, the Committee is responsible for approving or disapproving all building and landscaping plans and specifications for any improvements to or landscaping upon any Lots, and for approving and disapproving all other requests required by the Poplar Grove Golf Community Documents to be ruled upon by the Committee. The Committee may look to the methods of construction, quality, and suitability of materials, location of improvements, reputation of contractors, workmanship, adherence

to good principals of design and architecture, and whether or not the design is in keeping with traditional, recognized styles of design, and any other matters deemed important by the Committee to its determination.

3. Adherence to Plans. All structures, alterations, or additions must be constructed only in accordance with approved plans and specifications.

4. Subsequent Alterations. Any alterations, additions, or other improvements to any structure of landscaping plan, including painting or staining of structures other than in the original colors, must be approved by the Architectural Control Committee.

5. All Decisions Final. Decisions of the Architectural Control Committee are final and not subject to review. Approval or disapproval of any plans or other requests shall be in the sole discretion of the Committee based on aesthetic or other reasons it deems appropriate which reasons need not be stated. Approval in any case or circumstance gives no rights to approval in a case or circumstance deemed similar by the applicant.

6. Method of Approval or Disapproval. All requests for approval or disapproval must be made in writing and shall be accompanied by at least one (1) copy of proposed plans and specifications as the case may be. The Committee need not consider the application until it is in receipt of all plans and specifications reasonably required by it to make a decision. The Committee shall have ten (10) days from receipt of the application in which to request additional materials. The Committee shall have thirty (30) days from its receipt of all such required materials in which to render its decision. Such decisions shall be in writing. If the Committee fails to render a written approval or disapproval within the said thirty (30) days, such application shall be deemed approved.

The Committee shall establish rules and procedures consistent herewith to implement the provisions hereof.

7. Composition After Conveyance of Common Areas by Declarant. After the end of Declarant control of the Association, the Association may elect the three (3) members of the Committee who shall serve at the pleasure of the Board.

ARTICLE VI

ASSOCIATION

1. Membership. Every Owner of a Lot shall be a Member of the Association. Declarant shall be a Member of the Association as set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Association as long as Declarant owns any Lot or parcel in Poplar Grove Golf Community. Membership in the Association shall be appurtenant to, and may not be separated or alienated from, ownership of Lots. The Association shall not discriminate on the basis of race, creed or sex in its membership.

2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Membership shall be all Owners of Lots with the exception of the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned by said Class A Member. In the event that more than one person or entity holds such interest in Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each of the 166 potential and/or actual residential dwelling units which Declarant has not transferred to a Class A Member in the form of a Lot. Declarant's Class B Membership shall terminate on the date on which Declarant has transferred to Class A Members a total of 75% of the residential dwelling units or Lots. Declarant may terminate its Class B Membership at any time by filing with the Association and in the Clerk's Office of the Circuit Court of the County of Amherst, Virginia, a written certificate terminating Declarant's interest in Poplar Grove Golf Community as Class B Member. At such time as Declarant's Class B Membership terminates, Declarant shall become a Class A Member to the extent, and for the period during which Declarant owns any Lot in Poplar Grove Golf Community.

3. Powers and Duties of the Association. The powers and duties of the Association shall be those set forth in this Declaration and the Articles of Incorporation and Bylaws and/or Rules and Regulations of the Association, as the same may be amended from time to time.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. Amendment. Declarant reserves the right to amend this Declaration until such time as it conveys all of the Common Areas to the Association. Thereafter, all amendments must be with the approval of at least three quarters (3/4) of the Lot Owners.

2. Applicable Law. This Declaration shall be interpreted according to the laws of the State of Virginia.

3. Conflict With Other Documents. To the extent this Declaration conflicts with any other Poplar Grove Golf Community Documents, including the Association Articles and Bylaws, the Articles shall rule over the Declaration and Bylaws and the Declaration shall rule over the Bylaws and all other documents. It is contemplated that some of the Lots will be condominium units. To the extent this Declaration conflicts with provisions of the Virginia Condominium Act or the Condominium Documents with regard to such units, the Condominium Act and Condominium Documents shall control.

4. Subassociations. It is contemplated that certain parts of the Committed Property and Additional Property may be developed as Condominiums or Townhouses with separate associations governing each but which shall, unless contrary to applicable law, be governed by this Declaration and subject to governance by the Poplar Grove Golf Community Owners Association, and the assessments and rules and regulations made and promulgated by it.

WITNESS the following signature and seal:

POPLAR GROVE ASSOCIATES, LTD.

By: [Signature]
Its President

STATE OF VIRGINIA,

CITY/COUNTY OF Amherst TO-WIT:

The foregoing document was acknowledged before me this 19 day of July 2002, by David A. Lytle, president of Poplar Grove Associates, Ltd.
My commission expires: Oct 31, 2003

[Signature]
Notary Public

State Tax 039	\$	_____	VIRGINIA: in the Clerk's Office of the Circuit Court of
County Tax 213	\$	_____	Amherst County <u>July 22 2002</u> . This writing
Transfer Fee	\$	_____	was admitted to record at <u>10:42</u> o'clock <u>A</u> . M. and
VSLF 145	\$	<u>1.50</u>	the tax imposed by Sec. 58.1-802 of the Code in the amount
Clerk's Fee	\$	<u>51.50</u>	of \$ _____ has been paid.
Plats	\$	_____	
State Tax 038	\$	_____	TESTE: <u>ROY C. MAYO, III</u> Clerk
County Tax 220	\$	_____	By <u>Deborah Mayo</u> Deputy Clerk
Total	\$	<u>53.00</u>	

EXHIBIT A

All those certain lots or parcels of land lying in the Court House District of Amherst County, Virginia, designated as lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, and 109 on a certain plat entitled "Plat of Survey of Poplar Grove Golf Community, Court House District - Amherst County, Virginia," dated July 10, 2001, recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Plat Cabinet 2, Slides 2-366 through 2-367.

All those 60' (and one 50') Private Rights of Way designated and shown on the aforesaid plat as follows:

- 1) Meadow Ridge Lane from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheet 3 of 13 of said plat as the ending point of the curve designated thereon as C11 and the ending point of the curve designated thereon as C21, to the end of the cul-de-sac.
- 2) Tavern Lane from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheet 5 of 13 of said plat as the beginning point of the curve designated thereon as C7 and the ending point of the curve designated thereon as C21, to the end of the cul-de-sac.
- 3) Pire Lane, View Pointe Drive and Lake Pointe Lane from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheets 7 and 8 of 13 of said plat as the beginning point of the curve designated thereon as C1 and the ending point of the curve designated thereon as C34, to the end of the cul-de-sac.
- 4) Emory Way from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheet 9 of 13 of said plat as the beginning point of the curve designated thereon as C17 and the ending point of the curve designated thereon as C46, to the end of the cul-de-sac.
- 5) Beech Lane from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheet 10 of 13 of said plat as the ending point of the curve designated thereon as C10 and the ending point of the curve designated thereon as C24, to the end of the cul-de-sac.
- 6) 50' Private Right of Way extending from Beech Lane.

All that certain piece or parcel of land designated on the aforesaid plat as "Reserved For Multi-Family/Commercial Development . . . 36.130 Ac."

EXHIBIT B

All those certain lots or parcels of land lying in the Court House District of Amherst County, Virginia, designated as lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, and 109 on a certain plat entitled "Plat of Survey of Poplar Grove Golf Community, Court House District - Amherst County, Virginia," dated July 10, 2001, recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Plat Cabinet 2, Slides 2-366 through 2-367.

All those 60' (and one 50') Private Rights of Way designated and shown on the aforesaid plat as follows:

1) Meadow Ridge Lane from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheet 3 of 13 of said plat as the ending point of the curve designated thereon as C11 and the ending point of the curve designated thereon as C21, to the end of the cul-de-sac.

2) Tavern Lane from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheet 5 of 13 of said plat as the beginning point of the curve designated thereon as C7 and the ending point of the curve designated thereon as C21, to the end of the cul-de-sac.

3) Pire Lane, View Pointe Drive and Lake Pointe Lane from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheets 7 and 8 of 13 of said plat as the beginning point of the curve designated thereon as C1 and the ending point of the curve designated thereon as C34, to the end of the cul-de-sac.

4) Emory Way from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheet 9 of 13 of said plat as the beginning point of the curve designated thereon as C17 and the ending point of the curve designated thereon as C46, to the end of the cul-de-sac.

5) Beech Lane from and beginning with the line or curve in the right of way line of London Lane which line traverses the points shown on sheet 10 of 13 of said plat as the ending point of the curve designated thereon as C10 and the ending point of the curve designated thereon as C24, to the end of the cul-de-sac.

6) 50' Private Right of Way extending from Beech Lane.

Declarant reserves from the Committed Property a right of access along and across Pire Lane for any and all property owners deriving title from Declarant and served by the 50' Private Right of Way at the end of Pire Lane as the same may be extended to other properties owned or to be owned by Declarant.

JAN 20 2004

3374

This document prepared by:
Berry and Maddox
P. O. Box 354
Lovington, VA 22949

Tax Map No. 111B-1-1 thru 111B-1-109

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR POPLAR GROVE GOLF COMMUNITY

This First Amendment of the Declaration of Covenants, Restrictions and Easements for Poplar Grove Golf Community is made by Poplar Grove Associates, Ltd. ("Declarant") as of January 15, 2004 to be applied retroactively to July 22, 2002. The term "Declarant" includes the corporation's successors and assigns; provided, however, that any rights Declarant has pursuant to this Amendment will not pass by virtue of its deed of conveyance except to the extent specifically provided within the deed or Declaration or Amendment of Declaration.

This First Amendment amends Article V of the Declaration regarding the Architectural Control Committee. This amendment adds paragraph (8) to the Declaration to state as follows:

- (8) The Architectural Control Committee can make exceptions or variances to any setback restrictions or other references regarding lot lines and location of home sites stated in the Declaration, that it believes in its sole determination is necessary or desirable given the conditions of any particular lot and that it enhances the attractiveness of the development. The exceptions or variances made by the Architectural Control Committee are to be documented in either the

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deed of conveyance for a particular lot or in an instrument recorded in
the Clerk's Office of the Circuit Court for Amherst County, Virginia.

WITNESS the following signature and seal:

POPLAR GROVE ASSOCIATES, LTD.

By: David L. Smith
Its President

STATE OF VIRGINIA
COUNTY OF AMHERST. TO-WIT:

The foregoing document was acknowledged before this 15 day of
January, 2004, by David L. Smith, President of Poplar Grove Associates, Ltd.

My commission expires: October 31, 2007

Kathleen B. Smith
Notary Public

State Tax 039 \$ _____
County Tax 213 \$ _____
Transfer Fee \$ _____
VSLF 145 \$ 1.50
Clerk's Fee \$ 17.50
Plats \$ _____
State Tax 038 \$ _____
County Tax 220 \$ _____
Total \$ 19.00

VIRGINIA: in the Clerk's Office of the Circuit Court of
Amherst County JAN. 20 2004. This writing
was admitted to record at 3:22 o'clock P M. and
the tax imposed by Sec. 58.1-802 of the Code in the amount
of \$ _____ has been paid.

TESTE: ROY C. MAYO, III Clerk

By: Salmon M. May Jr. Deputy Clerk

BOOK 956 PAGE 309

Returned to:
Tim Bell
put in Tom Berry box

OCT 20 2005

5017

TAX MAP # 111B-1-A

OPEN-SPACE USE AGREEMENT

This Agreement, made this 18th day of October, 2005 between Poplar Grove Associates (for Poplar Grove Golf Club), hereafter called the "Owner", and the County of Amherst, a political subdivision of the Commonwealth of Virginia, hereinafter called the County, recites and provides as follows:

RECITALS

1. The Owner is the owner of certain real estate, described below, hereinafter called the Property; and
2. The County is the local governing body having real estate tax jurisdiction over the Property; and
3. The County has determined:
 - A. That it is in the public interest that the Property should be provided or preserved for recreational purposes; an historic area; a scenic area; assisting in the shaping of the character, direction and timing of community development; or other use which serves the public interest by the preservation of open-space land as provided in the land-use plan; and
 - B. That the Property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (§58.1-3229 et seq) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Historic Resources; and
 - C. That the provisions of this agreement meet the requirements and standards prescribed under §58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and
4. The Owner is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment and the Owner has submitted and application for such taxation of the assessing officer of the County pursuant to §58.1-3234 of the Code of Virginia and Amherst County Code Sec 14-56; and
5. The County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Owner's commitment to preserve and protect the open-space uses of the property, and on the condition that the Owner's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Amherst County Code Sec 14-57 are complied with.

NOW THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained the parties hereby covenant and agree as follows:

1. This agreement shall apply to all of the following described real estate: Amherst County Tax Map #111B-1-A.

2. This owner agrees that during the term of this agreement:

- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as an open-space use.
- B. There shall be no display of billboards, signs or other advertisements on the property, except to (i) state solely the name of the Owner and the address of the Property; (ii) advertise the sale or lease of the Property; (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property; or (iv) provide warnings.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - (1) on the Property as of the date of this agreement;
 - or
 - (2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no accumulations of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals or other materials which alters the topography of the Property, except as required in the construction of permissible building, structures and features under this agreement.
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public's view of scenic areas of the Property.
- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Owner may:
 - (1) engage in agricultural, horticultural or cultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and
 - (2) remove vegetation which constitutes a safety, a health or an ecological hazard.
- H. There shall be no industrial or commercial activities conducted on the Property, except for the continuation of agricultural, horticultural or cultural activities; or activities that are conducted in a residence or an associated outbuilding such as a garage, smokehouse, small shop or similar structure which is permitted on the property.
- I. There shall be no separation or split-off of lots, pieces or parcels from the Property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject of this agreement; provided, however, that the Owner may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.

3. This agreement shall be effective upon acceptance by the County; provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Owner for use assessment and taxation in accordance with Amherst County Code Section 14-57. Thereafter, this agreement shall remain in effect for a term of 10 (ten) consecutive years.

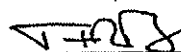
4. Nothing contained here in shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Owner may otherwise allow, consistent with the provision of this agreement.

5. The County shall have the right at all reasonable time to enter the Property to determine whether the Owner is complying with the provisions of this agreement.

5017

6. Nothing in this agreement shall be construed to create in the public or any member thereof a right to maintain a suit for any damages against the Owner for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit the Owner to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provision of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in S15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, a forestall or an agricultural and forestall district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Amherst, Virginia at the Owner's expense.
14. NOTICE: WHEN THE OPEN-SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSEMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE OWNER, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES, SHALL BE SUBJECT TO ROLL-BACK TAXES IN ACCORDANCE WITH S58.1-3237 OF THE CODE OF VIRGINIA. THE OWNER SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODE SECTION.


Owner - David Smith


Owner - Tim Bell

Amherst County

By: 
Leon J. Parrish,
Chairman Amherst County Board of Supervisors

BOOK 1022 PAGE 721

5017

STATE OF VIRGINIA,

COUNTY OF Amherst, To-wit:

I, Samantha Ayers, a Notary Public in and for the State and County aforesaid, do hereby certify that **DAVID SMITH**, whose name is signed to the writing above bearing date on the 18th day of October, 2005, has acknowledged the same before me in my State aforesaid.

Given under my hand this 18th day of October, 2005.

Samantha Ayers
Notary Public

My Commission expires: April 30, 2008

STATE OF VIRGINIA,

COUNTY OF Amherst, To-wit:

I, Samantha Ayers, a Notary Public in and for the State and County aforesaid, do hereby certify that **TIM BELL**, whose name is signed to the writing above bearing date on the 18th day of October, 2005, has acknowledged the same before me in my State aforesaid.

Given under my hand this 18th day of October, 2005.

Samantha Ayers
Notary Public

My Commission expires: April 30, 2008

5017

STATE OF VIRGINIA,

COUNTY OF Amherst, To-wit:

I, Stacie A. Mayo, a Notary Public in and for the State and County
aforesaid, do hereby certify that **LEON J. PARRISH**, Chairman Amherst County Board of
Supervisors, whose name is signed to the writing above bearing date on the 18th day of
October, 2005, has acknowledged the same before me in my State aforesaid.

Given under my hand this 18th day of October, 2005.

My Commission expires: January 31, 2008
Stacie A. Mayo Notary Public

State Tax 039 \$ _____
County Tax 213 \$ _____
Transfer Fee \$ _____
VSLF 145 \$ 1.50
Clerk's Fee \$ 19.50
Plats \$ _____
State Tax 038 \$ _____
County Tax 220 \$ _____
Total \$ 21.00

VIRGINIA: in the Clerk's Office of the Circuit Court of
Amherst County Oct 20 20 05 This writing
was admitted to record at 12:54 o'clock P M. and
the tax imposed by Sec. 58.1-802 of the Code in the amount
of \$ _____ has been paid.

TESTE: ROY C. MAYO, III Clerk
By Deborah Mayo Deputy Clerk

BOOK 1022 PAGE 723

Returned to
David Smith
120 Hillcrest Dr.
Amherst, Va. 24521

DEC 19 2005

6004

Poplar Grove Golf Community

Plat Cabinet 2, Slides 2-366 and 367

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR POPLAR GROVE GOLF COMMUNITY

This Second Amendment of the Declaration of Covenants, Restrictions and Easements for Poplar Grove Golf Community is made by Poplar Grove Associates, Ltd. ("Declarant") as of December 18, 2005 to be applied retroactively to July 22, 2002. The term "Declarant" includes the corporation's successors and assigns; provided, however, that any rights Declarant has pursuant to his Amendment will not pass by virtue of its deed of conveyance except to the extent specifically provided within the deed or Declaration or Amendments of Declaration.

This Second Amendment amends Article II, Section D of the Declaration regarding the Architectural Controls for Poplar Grove Golf Community, Amherst County, VA Plat Cabinet 2, Slides 2-366 and 367. This Second Amendment modifies the entire Article II, Section D of the Declaration of Covenants, Conditions, Restrictions, and Easements for Poplar Grove Golf Community to now read as follows:

D. Architectural Controls.

Any improvements built upon any Lot (including town houses, condominiums, any commercial structures, club house(s), lodging, utility structures, or other or other permanent or temporary structures) shall conform to the following requirements and restrictions:

- a. Only single-family detached dwellings may be constructed for occupancy on any Lot.

Such dwellings shall be at least 2,000 square feet of interior dwelling space for a single story dwelling and at least 2,500 square feet of interior dwelling space for split-level or multi-story dwellings. Interior dwelling space shall be calculated by measuring gross interior floor space, as measured from exterior walls to exterior walls, but shall not include basements, attics, garages, carports, porches, terraces, decks, or outbuildings.

- b. Any dwelling, including town homes or condominiums or commercial structures, constructed other than by the Declarant must be first approved by the Architectural Review Committee as hereinafter set forth.

6004

c. Driveways or road ways may be gravel during construction and for up to ninety days after issuance of an occupancy permit for the dwelling, but must thereafter be hard surfaced in asphalt or a material deemed superior or equal to asphalt by the Architectural Review Committee.

d. All detached single-family dwellings or town homes or condominiums shall have an attached two car or larger garage, unless otherwise approved by the Architectural Review Committee. Garage must be a side entrance unless lot configuration does not permit side entrance as determined by the Architectural Review Committee.

e. Appropriate outbuildings may be constructed on Lots so long as in keeping with the architectural style of the main dwelling and if approved by the Architectural Review Committee.

f. No structures shall be placed within one hundred (100) feet of any Lot line fronting a street or road as measured to the center of the road, and no structure shall be placed within fifty (50) feet of any side or rear property line, unless otherwise approved in writing by the Architectural Review Committee.

g. During construction, Lot Owner, or Land Owner (for town homes or condominiums or commercial structures) shall be responsible for any damages to roads, streets, Common Areas, adjacent property, or other properties in the development caused by such construction or the actions or negligence of the Lot Owner's or Land Owner's contractor, subcontractors, or agents involved in such construction. The Lot Owner or Land Owner shall at all times during construction maintain a gravel driveway through his or her property for access to the site and shall keep all streets and roads in the development free and clear of debris, dirt, and mud from such construction.

h. All such dwellings, including town homes, condominiums, and commercial structures, shall be constructed within 12 months of the laying of the foundation unless excused by the Architectural Review Committee. Any building destroyed by casualty shall be reconstructed within 12 months of such casualty or, if the Lot Owner elects not to rebuild, all debris removed and the Lot graded to a natural condition within three (3) months of the casualty.

i. For protection of the quality and infrastructure of the entire Poplar Grove Golf Community, all single family dwellings, town homes, condominiums, commercial structures, club house(s), lodging, utility structures, or other permanent or temporary structures within the boundaries of Poplar Grove Golf Community shall be subject to review and approval by the Architectural Review Committee including but not limited to: number of units per Lot or other land parcel, size of unit(s), site plan(s), road ways, entrance and exit ways, driveways, drain fields, storm water management, utilities, utility placement, and architectural style and appropriateness.

WTNESS the following signature and seal:

POPLAR GROVE ASSOCIATES, LTD.

By: David L. Smith
Its President

STATE OF VIRGINIA, COUNTY OF AMHERST, TO WIT:

The foregoing document was acknowledged before this 18th day of December, 2005, by David L. Smith, President of Poplar Grove Associates, Ltd.

My commission expires: Nov. 30, 2008

Melinda H. Padgett
Notary Public

BOOK 1028 PAGE 529

State Tax 039	\$	_____	VIRGINIA: in the Clerk's Office of the Circuit Court of
County Tax 213	\$	_____	Amherst County <u>Dec. 19</u> 20 <u>05</u> This writing
Transfer Fee	\$	_____	was admitted to record at <u>8:18</u> o'clock <u>A</u> M. and
VSLF 145	\$	<u>1.50</u>	the tax imposed by Sec. 58.1-802 of the Code in the amount
Clerk's Fee	\$	<u>19.50</u>	of \$ _____ has been paid.
Plats	\$	_____	
State Tax 038	\$	_____	TESTE: <u>ROY C. MAYO, III</u> Clerk
County Tax 220	\$	_____	By <u>Deborah L. Mayo</u> Deputy Clerk
Total	\$	<u>21.00</u>	

Returned to:
David Smith
129 Taven Road
Amherst, Va 24521

FEB 27 2006

869

THIRD AMENDMENT (ADDENDUM) TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
POPLAR GROVE GOLF COMMUNITY

This Third Amendment (Addendum) to the Declaration of Covenants, Conditions, Restrictions and Easements for Poplar Grove Golf Community is made by **Poplar Grove Associates, Ltd.** ("Declarant") and **My Home Builder, LLC** ("Assignee") this 27 day of February, 2006.

Background

A. Declarant created the Poplar Grove Golf Community by recordation of the original Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") dated July 19, 2002, recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Deed Book 882, page 286.

B. The Declaration committed the property listed therein on Exhibit B (the "Committed Property") to the terms, obligations, rights and privileges of the Declaration.

C. Certain property listed on Exhibit A thereto but not on Exhibit B (the "Uncommitted Property"), was not then committed to the Declaration, but was intended to be committed later, at the discretion of the Declarant, by addendum to the Declaration.

D. The Declarant and the Assignee now desire to commit the previously Uncommitted Property to the terms, obligations, rights and privileges of the Declaration.

Now, therefore, the property described in Schedule A hereto (the former "Uncommitted Property") is hereby incorporated into and made subject to the Declaration and all previous amendments with all the rights, privileges, duties and obligations appurtenant thereto. Such property shall be a combination of Residential Property and Common Area.

In addition, the following covenants, restrictions and easements shall apply to the property set forth on Schedule A:

a) Single-family attached or detached dwellings may be constructed for occupancy on any Lot. Such dwellings shall be at least 2,000 square feet of interior dwelling space for single story dwellings and at least 2,500 square feet of interior dwelling space for split-level or multi-story dwellings.

b) The area of Parcel 1 shall be governed by a separate townhome owners association to be formed by the Assignee. Owners of any Lots created within the area of Parcel 1 shall automatically be members of and governed by the townhome owners association and the Poplar Grove Golf Community Owners Association, Inc. All expenses associated with the upkeep of the Common Areas and roads within the area of Parcel 1 shall be borne solely by the townhome owners association.

BOOK 1034 PAGE 773

869

c) Assignee will prepare and file a set of supplemental restrictions and covenants governing the area of Parcel 1. All Lots in Parcel 1 shall be subject to both the Declaration and to the supplemental restrictions and covenants.

Declarant hereby accepts the property shown on Exhibit A as Parcel 1 as Committed Property under the Declaration. Declarant hereby conveys and extends to Assignee its Declarant rights under the Declaration as they pertain to the property shown as Parcel 1, but not as to any other Committed Property. Assignee joins in this Amendment to consent to the commitment of Parcel 1 to the Declaration and to accept the assignment of Declarant rights.

Witness the following signatures and seals.

POPLAR GROVE ASSOCIATES, LTD.

By *Daniel L. Williams*
Its President

MY HOME BUILDER, LLC

By *M. H. B. / 87*
Its Manager

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STATE OF VIRGINIA,

CITY/COUNTY OF Amherst,

To-wit:

The foregoing instrument was acknowledged before me this 27 day of February, 2006, by DAVID SMITH, President of Poplar Grove Associates, Ltd., pursuant to due authority.

My commission expires April 30, 2008

Samantha Ayers
Notary Public

STATE OF VIRGINIA,

CITY/COUNTY OF Amherst,

To-wit:

The foregoing instrument was acknowledged before me this 24th day of February, 2006, by Mark Carter, Manager of My Home Builder, LLC., pursuant to due authority.

My commission expires April 30, 2008

Justin A. Hayman
Notary Public

State Tax-039 \$ _____
County Tax 213 \$ _____
Transfer Fee \$ _____
VSLF 145 \$ 1.50
Clerk's Fee \$ 19.50
Plats \$ _____
State Tax 038 \$ _____
County Tax 220 \$ _____
Total \$ 21.00

VIRGINIA: in the Clerk's Office of the Circuit Court of
Amherst County Feb. 27 2006. This writing
was admitted to record at 2:31 o'clock P M. and
the tax imposed by Sec. 58.1-802 of the Code in the amount
of \$ _____ has been paid.

TESTE: ROY C. MAYO, III Clerk
By Deborah Mayo Deputy Clerk

BOOK 1034 PAGE 775

869

SCHEDULE A

Parcel 1: All that certain lot of land, together with all buildings, fixtures and improvements thereon and rights, privileges and appurtenances thereunto belonging, lying in the Court House District of Amherst County, Virginia and more particularly described as:

Tract 1, containing 13.871 acres, as described on a plat dated November 10, 2003 by Berkley-Howell & Associates, P.C. entitled "Plat Showing Division of Poplar Grove Golf Community Multi-Family, Commercial Development, Court House District-Amherst County, VA", which plat is recorded with a certain deed dated August 4, 2004 between Poplar Grove Associates, Ltd. and Ronald J. Wehrli and Country Club Developers, LLC recorded in the Amherst County, Virginia Circuit Court Clerk's Office in Deed Book 979, page 180. This conveyance being made together with and subject to a right of way sixty (60) feet in width as shown on said plat, said right of way leads to and from the subject property and the other lands of the Grantor herein to Ebenezer Road. Which right of way as above described shall be an appurtenance to and run with the land in perpetuity.

Parcel 2: All that certain piece or parcel of land designated on a certain plat entitled "Plat of Survey of Poplar Grove Golf Community, Court House District - Amherst County, Virginia," dated July 10, 2001, recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Plat Cabinet 2, Slides 2-366 through 2-367 as "Reserved For Multi-Family/Commercial Development. . . 36.130 Ac." less and except the property described as Parcel 1 above.

1105

Doc ID: 000067740003 Type: DEE
 File# 1105
 BK 1072 PG 15-17

This Deed of Confirmation of Roadway
 and Property Owners Agreement is prepared by
 W. Thomas Berry, LLC
 P. O. Box 354
 Lovingston, VA 22949

Tax Map #s: 126-A-8A and Poplar Grove Golf Community Roadways & Common Areas

THIS DEED OF CONFIRMATION OF ROADWAY AND PROPERTY OWNERS AGREEMENT, made this 20th day of February, 2007, by and between **POPLAR GROVE ASSOCIATES, INC.**, a Virginia Corporation, Grantor and Grantee, whose address is P. O. Box 1800, Amherst, Virginia 24521, and **AMERICAN BUILDING COMPANY, LLC**, A Virginia Limited Liability Company, Grantor and Grantee, whose address is P. O. Box 620, Amherst, Virginia 24521.

WHEREAS, Poplar Grove Associates, Inc., a Virginia corporation, is the owner of certain real property described as Poplar Grove Golf Community, a Planned Unit Development ("PUD"), located in the County of Amherst, Virginia with improvements thereon and appurtenances thereto, designated as Poplar Grove Golf Community on plat of Poplar Grove Golf Community, recorded in the Clerk's Office of the Circuit Court of the County of Amherst, Virginia in Plat Cabinet 2, slides 2-366 through 2-367; and

WHEREAS, American Building Company, LLC is the owner of certain real property which adjoins the above-described property and is included as a part of the PUD and is described as all those certain lots or parcels of land, with the improvements thereon and the appurtenances thereto belonging, situated in the County of Amherst, Virginia, on Beech Lane, designated as Lots 110 through 120 on plat of survey dated August 21, 2006, revised February 20, 2007 entitled "Plat of Subdivision of Addition To Poplar Grove Golf Community Beech Lane Extension" prepared by Buffalo River Survey Company, Robert Allen Morris, L.S., said plat being attached hereto, incorporated herein and recorded herewith; and

WHEREAS, Poplar Grove Associates, Inc., a Virginia corporation and American Building Company, LLC, a Virginia limited liability company, desire to bind themselves, their heirs and assigns, for the benefit of the owners of Lots 110 through 120 described above, to the use of Beech Lane and other roadways inclusive in the Poplar Grove Golf Community as a means of ingress and egress to London Lane, State Route 604 (also known as Ebenezer Road), and all other roads and points of access for Poplar Grove Golf Community; and

WHEREAS, for the consideration of the above right of way American Building Company, LLC, a Virginia limited liability company, its successors, and/or assigns, agree that the Lots 110 through 120 described above will be subject to the Poplar Grove Golf Community Declaration of Covenants, Conditions, Restrictions and Easements, and to the Poplar Grove Golf Community Owners Association, Inc. and its By-Laws, and also subject to any associated fees with road maintenance, repair, etc., liability for the repairs and maintenance of Beech Lane and Beech Lane Extension as hereinafter set forth and declare that Lots 110 through 120 shall be held, transferred, sold, conveyed, and occupied subject to the obligations imposed by this agreement and the Poplar Grove Golf Community Owners Association, Inc. and all valid amendments hereto, said obligations to run with the land.

NOW, THEREFORE, in consideration of the premises, Poplar Grove Associates, Inc., a Virginia corporation, hereby grants and conveys unto American Building Company, LLC, a Virginia limited liability company, its successors and assigns, a fifty foot [50'] wide easement for pedestrian and vehicular ingress and egress, and for any and all necessary utilities, across Poplar Grove Golf Community, which property described above, and fully described on a plat of survey of Poplar Grove Golf Community, recorded in the Clerk's Office of the Circuit Court of the County of Amherst, Virginia in Plat Cabinet 2, slides 2-366 through 2-367; and

AND, FURTHER, in consideration of the premises, American Building Company, LLC, a Virginia limited liability company, hereby grants and conveys unto Poplar Grove Associates, Inc., a Virginia corporation, its successors and assigns, the roadway known as Beech Lane Extension as more fully shown and described on plat of survey dated August 21, 2006, revised February 20, 2007 entitled "Plat of Subdivision of Addition To Poplar Grove Golf Community Beech Lane Extension" prepared by Buffalo River Survey Company, Robert Allen Morris, L.S., said plat being attached hereto, incorporated herein and recorded herewith; and

The parties declare and covenant as follows:

- a) The owner of Lots 110 through 120 shall become part of the Poplar Grove Golf Community Owners Association, Inc. and shall pay dues affixed by the Poplar Grove Golf Community Owners Association, Inc. for the costs of repair and maintenance of Beech Lane Extension and all other roadways within the Poplar Grove Golf Community, and shall have all benefits associated with membership in the Poplar Grove Golf Community Owners Association, Inc..
- b) Lot 120 shall not be subject to Road Maintenance Fees and access shall be on State Route 604, a/k/a Ebenezer Road.

WITNESS the following signatures and seals:

POPLAR GROVE ASSOCIATES, INC., a
Virginia Corporation

By: David L. Smith (SEAL)
David L. Smith, President

AMERICAN BUILDING COMPANY, LLC, a
Virginia Limited Liability Company

By: Timothy R. Bell (SEAL)
Timothy R. Bell, President

STATE OF VIRGINIA
CITY/COUNTY OF AMHERST, to-wit:

The foregoing deed was acknowledged before me this 20th day of
FEB, 2007 by David L. Smith, President, Poplar Grove Associates, Inc., a
Virginia Corporation.

My commission expires: April 30, 2008

Samantha Ayers
NOTARY PUBLIC

STATE OF VIRGINIA
CITY/COUNTY OF AMHERST, to-wit:

The foregoing deed was acknowledged before me this 20th day of
FEB, 2007 by Timothy R. Bell, President, American Building Company, a
Virginia limited liability company.

My commission expires: April 30, 2008

Samantha Ayers
NOTARY PUBLIC

PLAT
RECORDED IN PLAT CABINET
NO. 1
SLIDE 1-151

PLAT
RECORDED IN PLAT CABINET
NO. 1
SLIDE 1-151

State Tax 039	\$ _____	VIRGINIA: in the Clerk's Office of the Circuit Court of Amherst County <u>March 1</u> 2007. This writing was admitted to record at <u>12:24</u> o'clock <u>P.</u> M. and the tax imposed by Sec. 58.1-802 of the Code in the amount of \$ _____ has been paid.
County Tax 213	\$ _____	
Transfer Fee	\$ _____	
VSLF 145	\$ <u>4.50</u>	
Clerk's Fee	\$ <u>27.50</u>	
Plats	\$ <u>27.00</u>	
State Tax 038	\$ _____	
County Tax 220	\$ _____	TESTE: <u>ROY C. MAYO, III</u> Clerk
Total	\$ <u>61.00</u>	By <u>Dwight C. Payne</u> Deputy Clerk

780

Doc ID: 000281310003 Type: DEE
File# 780
BK 1160 Pg 863-865

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
POPLAR GROVE GOLF COMMUNITY OWNERS ASSOCIATION**

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements for Poplar Grove Community Owners Association is made by the Declarant of the Association, Poplar Grove Associates, Inc., and with the consent of the Poplar Grove Golf Community Owners Association ("the Association").

WHEREFORE the property of the Association has been subjected to a Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration"), dated July 19, 2002, and recorded in the Clerk's Office of the Amherst County Circuit Court in Deed Book 883, Page 286, and as later amended; and

WHEREAS pursuant to Article VII, Section 1, of the Declaration the Declarant has reserved the right to amend the Declaration; therefore

THE DECLARANT hereby submits this Amendment to the Declaration, renaming the Association **POPLAR GROVE PROPERTY ASSOCIATION, INC.**, all other provisions of the Declaration, as it has been amended, remaining in full force and effect.

WITNESSETH: The principal officer of the Association hereby affirms that the requisite authority contained within the Declaration has been met with compliance in order to effect this amendment.

Signatures and Certification on following page.

P.O. Box
Amherst

State Tax 039	\$	_____	VIRGINIA: in the Clerk's Office of the Circuit Court of
County Tax 213	\$	_____	Amherst County <u>MARCH 16</u> 20 <u>10</u> , This writing
Transfer Fee	\$	_____	was admitted to record at <u>4:13</u> o'clock <u>P</u> M. and
VSLF 145	\$	<u>1.50</u>	the tax imposed by Sec. 58.1.802 of the Code in the amount
Clerk's Fee	\$	<u>19.50</u>	of \$ _____ has been paid.
Plats	\$	_____	
State Tax 038	\$	_____	TESTE: <u>ROY C. MAYO, III</u> Clerk
County Tax 220	\$	_____	By <u>Deborah C. Reynolds</u> Deputy Clerk
Total	\$	<u>21.00</u>	