

**DECLARATION OF RESTRICTIONS
LAKE OF THE WOODS
(Applicable to Sections 1 through 14 and Section 18¹)**

THIS DECLARATION, made this 8th day of February, 1967, by VIRGINIA WILDLIFE CLUBS, INC., a Virginia Corporation, herein referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plan (herein called "the plat") entitled "Lake of the Woods", Section --, which plat is recorded among the Land Records of Orange County, Virginia in Map Book at page , and is made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described in the plat comprises in the aggregate a part of the Lake of the Woods general subdivision (herein called "Subdivision"); and

WHEREAS, there are subdivided numbered lots set forth and described in the recorded plat, which numbered lots comprise in the aggregate a single subdivision section (herein called "Section") which is one of several sections contemplated in the Lake of the Woods general subdivision, which

other sections shall be developed from adjoining lands owned by Declarant; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Section and Subdivision, and the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring

Some minor variations in these Declarations of Restrictions exist between Sections. Therefore, for completely accurate details one will need to refer to the documents filed with the Clerk of the Circuit Court of Orange County, Virginia. The amendment of April 27, 1970 is incorporated herein.

any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

A. These Restrictions shall apply to subdivided numbered lots only and are specifically excluded from other lands designated on the plat as parcels and to lands of the Association. (Referendum Mar 1990)

2. TERM

*A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1995, after which time the same shall be extended for successive periods of ten (10) years each, provided, however, that at any time these Restrictions may be amended by a majority vote of the then record owners of the lots subject thereto.
(Referendum Mar 1990)*

*B. Deleted in its entirety.
(Referendum Mar 1990)*

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Section and the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all

other lots in the Section and Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future sections of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

*A. No lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling including a private garage. The sole exception to the foregoing are those lots owned or acquired by the Association. When the Association acquires title to a numbered lot, the lot will be removed as a numbered lot of the Subdivision and will become common property to be used for such purposes as the Board of Directors may deem appropriate and necessary.
(Referendum Mar 1990)*

*B. Homeowners may rent up to two homes within Lake of the Woods to tenants who will comply with all Lake of the Woods Covenants and regulations. This provision applies to every lease application submitted to LOWA on or after March 8, 1998.
(Referendum Aug 1996)*

5. ENVIRONMENTAL CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations

or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of not more than seven (7) members, nor less than three (3) members, with staggered terms, and shall be appointed by the Board of Directors. Committee members shall be subject to removal by the Board of Directors and any vacancies existing from time to time shall be filled by appointment. A quorum for this Committee shall be three (3) members. (Ref. Mar 1990)

C. There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. Filing fees as established by the Board of Directors shall accompany the submission of such plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations. (Referendum Mar 1990)

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval

or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee with respect to plans, specifications, or details thereof shall be final. (Referendum Aug 1996)

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specification submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Whenever the Committee shall approve plans and specifications for a boat shelter, pier, float or similar structure on or extending into any lake, such approval shall constitute a mere revocable license from Declarant or its successor or successors in interest to said lake for the construction, placement, and maintenance of the proposed structure.

6. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

A. *Every one-story dwelling constructed on a lot shall contain not less than 1,600 square feet of fully enclosed floor area devoted to living purposes. ECC may grant a variance reducing the 1,600 square foot restriction on a one-story dwelling to not less than 1,400 square feet only to accommodate lot size. Every multi-story dwelling constructed on a lot shall contain not less than 1,800 square feet of fully enclosed floor area devoted to living purposes; the first story shall contain not less than 900 square feet of fully enclosed floor area devoted to living purposes. Determining square footage under this requirement excludes roofed or unroofed porches, terraces, garages, carports, basements, and subsidiary out buildings. (Referendum Aug 1996)*

B. *Each dwelling shall be of single story construction; provided, however, that split level or two story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lot lends itself to such construction. In no event shall the height of any new dwelling construction exceed 32 feet above the ground surface as measured by the vertical distance, from the finished ground elevation at any point across the side of the house facing the street in front to the highest elevation of the proposed dwelling (not including the chimney). (Referendum November 2006)*

C. The Committee shall have the authority to set up regulations to the height and size requirements for all other types of buildings and structures, including fences, walls, copings, etc.

D. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open to one another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence or other

enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

E. FOR SINGLE FAMILY DWELLINGS: *The minimum lot width at the building setback line shall be 60 feet. Single family residences or accessory buildings shall be set back a distance of 35 feet from the street or road upon which they front. Single family residences or accessory buildings shall be set back 25 feet from the rear line of any sub-divided residential lot, unless such rear lot line shall be either contiguous to a boundary line of the golf course, in which case the depth of the rear yard shall be twenty-five (25) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater; or contiguous to a lake shoreline, in which event the depth of the rear yard shall be fifty (50) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater, using as a rear line the normal high water level of such lake as shown on the plat; provided, however, that on any lot, the rear line of which is contiguous to a lake shoreline, there may be constructed and maintained, at or adjacent to such shoreline, any boat shelter, pier, or similar structure in respect to the size, design, construction or placement of which the Committee shall have issued a permit or license. (Referendum Mar 1990)*

7. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENTS

A. If the lines with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.

C. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard as defined by 6-E.

8. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Section or Subdivision:

(a) *No outside toilet or individual water well shall be constructed on any lot.*
(Referendum Mar 1990)

(b) No temporary house, trailer², tent, garage, or other outbuilding shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

(c) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.

(d) *Deleted in its entirety.*
(Referendum Mar 1990)

(e) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(f) No animals or livestock of any description, except the usual household pets, shall be kept on any lot.

(g) All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

(h) *No stripped down, partially wrecked, or unlicensed motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any lot unless it is parked in a completely closed garage.*

(Referendum Mar 1990)

(i) Every tank for the storage of fuel installed outside any building in the Section or Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Section or Sub-division at any time except during refuse collections.

(j) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake, or golf course within the Section or Subdivision.

(k) *No owner of any lot shall build or permit the building thereon of any dwelling*

²See page 18 for a definition of trailer.

house that is to be used as a model house or exhibit. (Referendum Mar 1990)

(l) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

(m) No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(n) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

(o) On-street parking shall be subject to regulation by the Lake of the Woods Association, Inc. No vehicle titled/licensed or tagged as a truck shall be parked for storage overnight or longer, on any lot in the Section or Subdivision except during approved construction on that lot. (Referendum Aug 1996)

(p) Any dwelling or out-building on any lot in the Section or Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

(q) No tree over six inches in diameter shall be removed from any lot in the Section or Subdivision without the written consent of the Environmental Control Committee.

(r) Deleted in its entirety. (Referendum November 2006)

(s) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any lake in the Section or Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Section or Subdivision, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service within the Section or Subdivision for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors or assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.

(t) There shall be no access to any lot on the perimeter of the Subdivision except from designated roads within the Sections or Subdivision.

9. VARIANCES

A. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity

with the intent and purposes thereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Section or the Subdivision.

10. EASEMENTS

A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

(a) For the use and maintenance of drainage courses of all kinds designated on the plat as "Drainage Easements." These easements are ten (10) feet in width unless otherwise specified on the recorded plats and are centered about the existing drainage channels.

(b) For maintenance and permanent stabilization control of slopes in the slope-control areas as set forth in the note regarding slope easements on the plat.

(c) For access to "Well Lots" as shown on the recorded plats and for installation and maintenance of facilities thereon, and further such additional easements shall be granted as are required for the practical construction, operation and maintenance of any electrical, telephone and television facilities. Such easements to be granted upon request of the applicable utility or utilities.

B. Declarant has dedicated, or will dedicate, to Orange County and/or the appropriate utility company or companies rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width along side and rear property lines and ten (10) feet in width

along the front property line of each lot as noted on the plat.

C. Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined in paragraph 10-B above.

D. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through the drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be relocated as shown on the recorded plat by drainage arrows, provided, such relocation does not cause an encroachment on any other lot in the Section or Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

E. The lots in the Section or Subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

F. Every lot in the Section or Subdivision that lies contiguous to a lake shall be subject to a flowage easement to an elevation on the

lot equal to the high water elevation of such lake as stated on the recorded plat.

11. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES

A. Each of the streets in the Section or Subdivision designated on the plat is a private street, and every park, recreational facility, and other amenity within the Section or Subdivision is a private park, facility or amenity and neither Declarant's execution or recording of the plat nor any other act of Declarant with respect to the plat is, or is intended to be, or shall be construed as a dedication to the public of any said streets, parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated on the plat as parks is reserved to the Lake of the Woods Association; to the persons who are members of the Lake of the Woods Association and to the invitees of the aforementioned. (Referendum Mar 1990)

B. The ownership of the recreational amenities within the Section and Subdivision, which may include but shall not be limited to lakes, dams, marinas, beaches, lake access tracts, golf courses, tennis courts, swimming pools, clubhouses, and adjacent clubhouse grounds, and campgrounds shall be in Declarant or its successors or assigns and the use and enjoyment thereof shall be on such terms and conditions as Declarant, its successors or assigns, shall from time to time license; provided, however, that any or all of such amenities may be conveyed to the Lake of the Woods Association, Inc., which conveyance shall be accepted by it, provided the same is free and clear of all financial encumbrances.

C. Declarant reserves for itself, its successors and assigns a one (1) foot wide strip of ground around the outer perimeter of the Subdivision as shown on the recorded plats. There shall be no access to any lot on the perimeter of the Subdivision through, over or across the aforesaid one (1) foot strip, all access to said lots being from designated roads in the Section or Subdivision as provided in paragraph 8(t) above.

*D. Deleted in its entirety.
(Referendum Mar 1990)*

12. LAKE OF THE WOODS ASSOCIATION

A. Every person who acquires title, legal or equitable, to any lot in the Subdivision shall become a member of the Lake of the Woods Association, Inc., a Virginia non-profit corporation, herein referred to as "Association", provided, however, in the event of multiple ownership of a lot, only one person (or family unit, i.e., spouses and dependent children) can be a member of the Association. The remaining owners will be considered invited guests for the purposes of access to the recreational amenities; and, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. However, if such person should realize upon his security and become the real owner of a lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge. (Referendum Mar 1990)

B. The general purpose of the Association is to further and promote the community

welfare of property owners in the Subdivision.

C. The Association shall be responsible for the maintenance, repair and upkeep of the private streets and parks within the Subdivision and the appurtenant drainage and slope easements reserved by Declarant. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Subdivision as it may from time to time own.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association a uniform annual charge per single-family residential lot within the Section and Subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation, provided that no such charge shall ever be made against the Association itself, or any corporation or corporations that may be created to acquire title to, and operate, the water or sewer utilities serving the Section and Subdivision, or any lake, dam, beach, lake access tract, marina, golf course, tennis courts, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Subdivision. (Referendum Mar 1990)

(a) Every such charge so made shall be paid by the member to the Association on or before the first day of May of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per lot by the first day of

April of each year, and written notice of the charges so fixed shall be sent to each member. The Board of Directors may provide for payment terms, including finance charges, in the notice of assessment if authorized in the ByLaws. (Referendum November 2006)

(b) If any such charge shall not be paid when due it shall bear interest from the date of delinquency at the maximum legal rate as provided by the statute law of the Commonwealth of Virginia; the Association may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication; and the Association may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees, which lien shall encumber the lot or lots in respect of which the charge shall have been made, and which notice shall be filed in the Office of the Clerk of the Circuit Court of Orange County, Virginia. Every such lien may be foreclosed by equitable foreclosure at any time within three years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien fore-closure, the Association shall have the right to sue for such unpaid charges, interest, costs, and reasonable attorney's fees, in any court of competent jurisdiction as for a debt owed by the delinquent member or members to the Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivision by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions. (Referendum Mar 1990)

(c) The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association

certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any charges therein stated to have been paid.

E. The fund accumulated as the result of the charges levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the members of the Association and in particular for the improvement and maintenance of the streets and those areas within the Section and Subdivision designated as parks on the plats thereof, and other property with the Section and Subdivision as such streets, parks, and properties shall have been conveyed to the Association.

F. The lien of a deed of trust representing a first trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the laws of the State of Virginia, shall be, from the date of recordation, superior to any and all such liens provided for herein.

G. The Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use of the recreational facilities of the Association of any member (or associate member):

(a) For any period during which any Association charge (including the charges and the fines, if any, assessed under paragraphs 12-D, 13 and 14 of these Restrictions) owed by the member or associate member remains unpaid;

(b) During the period of any continuing violation of the restrictive covenants for the Section and Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association;

(c) During the period that any utility bill for water service rendered to the member or associate member shall remain unpaid.

13. MOTOR VEHICLE SPEED LIMITS

A. Speed limits for streets and the rules governing the use of parks within the Section and Subdivision shall be as promulgated from time to time by Declarant, its successors and assigns. Appropriate postings of these speed limits shall be made.

The Association shall have the power to assess fines for the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual charge made by the Association, pursuant to subparagraph 12-D of the Restrictions, and the amount of such fine shall be collectible by the same means as are prescribed in said subparagraph for the collection of delinquent annual charges of the Association or through the use of the sanctions prescribed in subparagraph 12-G of the Restrictions.

14. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

A. In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right, through its

agents and employees, to enter upon said lot and repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such board of directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such lot is subject. Failure to adequately protect a waterfront lot from erosion is specifically included as failure to maintain the lot in a satisfactory manner. (Referendum Mar 1990)

15. PROVISIONS IN RESPECT OF LAKES AND LOTS CONTIGUOUS THERETO

A. Certain lots in the Section and Subdivision are, as aforesaid, contiguous to the lake or lakes that have been or are to be established within the boundaries of the Subdivision. The water in, and the land under, said lake or lakes is and will be owned by the Developer, its successors and assigns. Said lake or lakes are or will be depicted in the recorded plats of the Subdivision, and the normal pool water elevation and the high water elevation of said lake or lakes, is, or will be, also indicated on said plats. The title that will be acquired by the grantee of the Developer's title to any of said contiguous lots (and by the successors and assigns of such grantee) shall extend only to the shoreline of the lake to which such lot is contiguous, as said shoreline would be established on the date hereof if the water elevation in said lake were at an elevation one vertical foot above the normal pool water elevation indicated in said Subdivision plat and as the shoreline may hereafter be established by the water, at an elevation one vertical foot above normal pool water elevation, by erosion from said shoreline. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a

tributary to said lake or with respect to said lake, the land there under, the water therein, or its elevation, use, or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided, further that title shall not pass by reliction or submergence or changing water elevations. The Declarant, its successors and assigns shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the lake may be moved toward or to, but not inland beyond, the location of said shoreline as it would exist as of the date hereof if the water elevation in said lake were at an elevation one vertical foot above the normal pool water elevation indicated in said Subdivision plat, and title shall pass with such dredging or other removal as by erosion.

16. RESERVATION OF EASEMENT OF DECLARANT FOR OPERATION OF LAKE

A. The Declarant reserves to itself, and its successors and assigns, such an easement upon, across and through the lakefront portion of each of said lots contiguous to said lake as is reasonably necessary in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarant nor any successor or assign of the Declarant shall be liable for damages caused by ice, erosion, washing, flooding or other action by the water.

B. The Declarant reserves to itself, and its successors and assigns, the right to raise and lower the elevation of said lake, but neither the Declarant nor any successor or assign of the Declarant shall have an easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water

elevation of said lake to an elevation above that indicated on said Subdivision plats.

17. RIGHTS OF FIRST REFUSAL³

A. Whenever the owner of any lot in the Section or Sub-division shall receive a bona fide offer to purchase said lot, which offer is acceptable to said owner, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot, at the price and on the same terms contained in said bona fide offer or (if said owner shall independently have decided to put said lot on the market) at the price and on the terms acceptable to said owner, first to the owner of the lot on the right of the prospective seller's lot, next to the owner of the lot on the left of the prospective seller's lot, and finally, to the Declarant, its successors or assigns. Such offerings shall be made successively, and each of said offerees shall have ten (10) days within which to accept or refuse such offer. If all said offerees refuse to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free, subject to the limitations contained herein requiring the purchaser to have been approved for membership in the Lake of the Woods Association, Inc., to sell said lot to the party who shall have made said bona fide offer or (if said owner shall independently have decided to put said lot on the market) to any third party, in either case at a price and on terms not substantially more favorable to the purchaser than those offered, as aforesaid, to said owner's neighbors and the Declarant or its successors or assigns. The "lot on the right" for purposes of this paragraph 17, shall be the next lot on one's right hand as one faces the rear of one's own lot.

³Text of a variance to paragraph 17 is printed herein as an attachment, see page 21.

18. CHARGES FOR WATER SERVICE

A. Every owner (legal or equitable) of a lot in the Section or Subdivision shall be conclusively presumed to have covenanted by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for the availability of water service, and, at such time as the owner of a lot shall elect to have service connected, he shall pay a connection charge, and thereafter, he shall pay for water service at consumption rates established by the serving utility. Said availability or consumption rates may be billed monthly or quarterly or semi-annually in arrears at the option of the utility. (Referendum Mar 1990)

19. REMEDIES

A. The Association or any party to whose benefit these Restrictions may inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the Court in any such action may award the successful party reasonable expenses in prosecuting such action including attorney's fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that part to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

20. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the

execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways and lakeshores.

C. Each such grantee whose lots are adjacent to available underground electrical service also agrees to complete the underground secondary electrical service to their respective residences. All such extensions of underground electrical service shall be made by Virginia Electric Cooperative, Bowling Green, Virginia, its successors and assigns, who will be paid by the owners at established rates for underground service on file with and approved by the Virginia State Corporation Commission, such payments to be made prior to the service being extended.

21. SEVERABILITY

A. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the

Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

22. CAPTIONS

A. The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

23. CHARGES FOR SEWER SERVICE

A. Every owner (legal or equitable) of a lot in the Section or Subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for sewer service. Owners of all dwellings shall be required to connect to said sewer service as follows: Within 30 days after the time said services should be made available in the case of dwellings already constructed; before the time of occupancy in the case of dwellings constructed after said service should be made available. Charges shall be made for the availability of sewer service to the lot, and, at such time as the owner of a lot has service connected, he shall pay a connection charge to the serving utility; and thereafter, he shall pay for sewer service at rates established by said utility. Said availability or use rates may be billed monthly or quarterly or semi-annually in arrears at the option of the utility. Easements in addition to those reserved throughout these restrictions and on the recorded plats shall

be granted for the practical construction, operation and maintenance of said sewer facilities upon request of the applicable utility. (Referendum Mar 1990)

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

VIRGINIA WILDLIFE CLUBS, INC.

BY _____
Vice President

BY _____
Assistant Secretary

ATTACHMENT I

Paragraph 8A(b). Trailer Policy

This policy made on the 9th day of July, 1977, by Lake of the Woods Association, Inc., a Virginia corporation, to become effective October 1, 1977;

WITNESSETH THAT:

WHEREAS, Virginia Wildlife Clubs, Inc., a Virginia corporation, heretofore developed a certain residential and recreational community in Orange County, Virginia, known as Lake of the Woods and in connection with such development executed Declarations of Restrictions pertaining to the present residential areas of the subdivision, all of which are of record in the Clerk's Office of the Circuit Court of Orange County, Virginia, and

WHEREAS, Lake of the Woods Association, Inc., has acquired all of the rights of Virginia Wildlife Clubs, Inc., and as the successor to the Virginia Wildlife Clubs, Inc., is authorized and empowered to make reasonable variances and adjustments to the Restrictions; and

WHEREAS, Paragraph 8A(b) of the Declarations of Restrictions set forth certain prohibitions against the placing or erecting of trailers on residential lots within Lake of the Woods; and

WHEREAS, the Environmental Control Committee of Lake of the Woods Association, Inc., has carefully reviewed and studied this particular provision and has determined that the welfare and best interest of all property owners of Lake of the Woods require an interpretation of the Restrictions relating to the placement or erection of trailers on residential lots; and

WHEREAS, the Environmental Control Committee of Lake of the Woods Association, Inc., adopted a policy statement relating to this matter and has presented the same to the Board of the Lake of the Woods Association, Inc., for ratification and approval; and

WHEREAS, the Board of Directors of Lake of the Woods Association, Inc., at a regular meeting thereof on Saturday, July 9, 1977, adopted a resolution approving the

interpretation of paragraph 8A(b) of the Declaration of Restrictions;

NOW THEREFORE, for and in consideration of the premises and pursuant to the authority granted to it by paragraph 9 of the said Declarations of Restrictions, Lake of the Woods Association, Inc. hereby interprets paragraph 8A(b) of the Declarations of Restrictions in the following manner:

1. The objective of this policy is to insure that camping takes place in the campgrounds at Lake of the Woods rather than on residential lots and to insure that the property rights of all property owners are protected by orderly and harmonious development; and also, to further clarify and further define paragraph 8A(b).
2. A trailer for the purpose of this paragraph of the Declaration of Restrictions, is defined as to include any vehicle which can be used for temporary or permanent living accommodations, and includes any vehicle sleeper structure whether attached or separated from the vehicle.
3. The phrase "placed or erected" shall be construed to include those items parked or stored. An item constituting a violation when erected on a lot will also constitute a violation when parked or stored on a lot.
4. The phrase "on any lot" is construed as meaning outside. In other words, an item placed, parked or stored in a garage shall not be considered as being "on the lot". An item parked in a carport shall be considered as being "on the lot".
5. Notwithstanding the provisions of paragraph 3 above hereof any trailer which is not configured for habitation may be placed on the lot in an inconspicuous location in such manner as not to be

unreasonably obvious from the street, from the lake or from adjoining lots. Suitable screening shall be provided for such items when deemed necessary by the Environmental Control Committee.

6. The Environmental Control Committee has the authority to grant variances in those areas where strict enforcement of the Declarations of Restrictions paragraph 8A(b) will result in undue hardship to the property owner. Such variances are to be considered on an individual basis; in accordance with the following guidelines:

(a) Certain vehicles configured for camping which serve a family as a primary means of transportation may be considered for a variance. In such cases, the Environmental Control Committee may approve the location of placement of such vehicles and the type of screening that may be required.

(b) While the distinction has been made between garages and carports in paragraph 4 hereof, a variance may be granted where the carport is sufficiently enclosed or screened.

(c) No vehicle may be placed, parked, erected, or stored on any lot which does not meet the culvert requirements of the Maintenance Department. Property owners seeking variance in accordance with the provisions hereof shall apply to the Environmental Control Committee and the Environmental Control Committee may grant the variance provided that the variance is in keeping with the Declarations of Restrictions as interpreted by this document.

7. The policy herein set forth shall be applied equally and fairly throughout Lake of the Woods and any variances granted shall take into consideration the general welfare of all property owners as well as the general welfare of the individual applying for a variance.

8. The provisions of this document shall not preclude the temporary placing of a vehicle, as described in paragraph 2 above, on a lot for the purpose of loading and unloading and performing routine cleaning and maintenance of the vehicle. The duration of such "temporary placing" shall be at the discretion of the Environmental Control Committee, but shall not normally exceed four days. This provision shall apply to all persons using the lot, including property owners, tenants, guests, family members and employees.

ATTACHMENT II

Paragraph 17. Rights of First Refusal

A variance to paragraph 17 as recorded in Orange County on February 2, 1970, is as follows:

A. Whenever the owner of any lot in the Section or Sub-division shall receive a bona fide offer to purchase said lot, which offer is acceptable to said owner, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot, at the price and on the same terms contained in said bona fide offer or (if said owner shall independently have decided to put said lot on the market) at the price and on the terms acceptable to said owner, first to the owner of the lot on the right of the prospective seller's lot, next to the owner of the lot on the left of the prospective seller's lot, said offers to be in writing and sent to the last known addresses of said owners as indicated on the tax records of Orange County, and finally, to the Declarant, its successors or assigns. Such offers shall be made successively, and each of said offerees shall have ten (10) days within which to accept or refuse such offer. If all said offerees refuse to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free, subject to the limitations contained herein requiring the purchaser to have been approved for membership in the Lake of the Woods Association, Inc., to sell said lot to the party who shall have made said bona fide offer or (if said owner shall independently have decided to put said lot on the market) to any third party, in either case at a price and on terms not substantially more favorable to the purchaser than those offered, as aforesaid, to said owner's neighbors and the Declarant, or

its successors or assigns. The "lot on the right" for purposes of this paragraph 17, shall be the next lot on one's right hand as one faces the rear of one's own lot; provided however, that Declarant, Virginia Wildlife Clubs, Inc. and its successors or assigns of its rights as Declarant, including Lake of the Woods Association, Inc., in the plural, and applying to all, shall be exempt from all of the provisions of paragraph 17 as to initial conveyances, reacquisitions and reconveyances of any and all lots. It is further provided that if the owner or owners of any lot being sold or conveyed shall incorporate in the deed of conveyance, or attach to the deed of conveyance, to be recorded therewith, an affidavit under oath that the provisions of paragraph 17 have been complied with by said owner or owners making a conveyance, and that none of the parties having a right of first refusal have exercised their right to purchase the property, such affidavit shall create a conclusive presumption that the paragraph has been complied with and any purchaser or purchasers, or their successors in title, may rely upon said affidavit, and shall be fully protected in relying upon such affidavit, as to compliance with paragraph 17, and the title to any lot so conveyed shall be valid in perpetuity and immune from the objection or attack by any person or party whatsoever as to compliance with paragraph 17 of these Restrictive Covenants. In no case does paragraph 17 apply to sales made under time contracts or to the granting of deeds of trust or mortgages, nor does it apply to foreclosure sales under any such security instruments, by public auction or otherwise.

**DECLARATION OF RESTRICTIONS
LAKE OF THE WOODS
(Applicable to Sections 15 and 17)**

THIS DECLARATION, made this 18th day of November, 1969, by VIRGINIA WILDLIFE CLUBS, INC., a Virginia Corporation, herein referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plan (herein called "the plat") entitled "Lake of the Woods", Section , which plat is recorded among the Land Records of Orange County, Virginia in Map Book 3 at page , and is made a part hereof and incorporated herein by reference; and

WHEREAS, all the real property described in the plat comprises in the aggregate a part of the Lake of the Woods general Subdivision (herein called "Subdivision"); and

WHEREAS, there are subdivided numbered lots set forth and described in the recorded plat, which numbered lots comprise in the aggregate a single subdivision section (herein called "Section") which is one of several sections contemplated in the Lake of the Woods general subdivision, which other sections have been or shall be developed from adjoining lands owned by Declarant; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under the general plan or scheme of improvement for the benefit and

complement of all of the lots in the Section and Subdivision, and the future owners of said lots;

NOW THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof subject to such Restrictions.

1. APPLICABILITY

A. These restrictions shall apply to subdivided numbered lots only and are specifically excluded from application to other lands designated on the plat as parcels or as lands of Declarant.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1995, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part.

*B. Delete in its entirety.
(Referendum Mar 1990)*

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Section and the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Section and Subdivision and their respective owners.

4. EXCLUSIVE COMMERCIAL USE

A. No lot shall be used except for commercial purposes.

5. ENVIRONMENTAL CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

*B. The Committee shall be composed of not more than seven (7) members, nor less than three (3) members, with staggered terms, and shall be appointed by the Board of Directors. Committee members shall be subject to removal by the Board of Directors and any vacancies existing from time to time shall be filled by appointment. A quorum for this Committee shall be three members.
(Referendum Mar 1990)*

C. There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. Filing fees as established by the Board of Directors shall accompany the submission of such plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations. (Referendum Mar 1990)

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specification submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

6. SIZE AND PLACEMENT OF COMMERCIAL BUILDINGS AND STRUCTURES

A. The Committee shall have the authority to set up regulations as to the height and size requirement for all other types of buildings and structures, including fences, walls, copings, etc., and to require screening fences along property lines of lots in this Section.

B. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will

contribute to and be in keeping with the character of the area. It is specifically provided, however, that should any number of adjoining and consecutive lots in this Section be owned by a single entity or different entities acting in concert, structures may be erected, subject to the approval of the Committee and to the applicable Orange County authorities, crossing over and lying upon the divisional property lines of the respective lots in this Section , in which case the aggregate block of lots shall be considered as one lot for the application of setback and other requirements.

C. Except as may be otherwise shown on the plat, the minimum dimensions which shall govern for front, side and rear setbacks on all lots (except fences or walls where approved or required by the Committee), with respect to any buildings or above grade structure that may be constructed or placed on any lot in the Subdivision, shall be in accordance with the Orange County zoning ordinance in effect at the time of construction.

7. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENTS

A. If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meander-ing line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.

C. The term "rear lot line" defines the boundary line of the lot which is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

8. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction on any lot in the Section or Subdivision:

(a) No outside toilet or individual water well shall be constructed on any lot. All plumbing fixtures, dish-washers, toilets or sewage disposal systems shall be connected to a central water and sewage system and approved by the Orange County Health Department, or the State Health Department, or the State Water Control Board, whichever shall have jurisdiction in any given case.

(b) No temporary house, trailer⁴, tent, garage, or other outbuilding shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place or place of business.

(c) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.

(d) No building shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

⁴See page 20 for a definition of trailer.

(e) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(f) No animals or livestock of any description, except the usual household pets, shall be kept on any lot.

(g) All signs, billboards, or advertising structures of any kind are subject to written approval from the Committee as to size, height and design.

(h) No stripped down, partially wrecked, or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Section or Sub-division or to the users of any street, lake or golf course therein.

(i) Every tank for the storage of fuel installed outside any building the Section or Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not be visible from any street, lake or golf course within the Section or Subdivision at any time except during refuse collections.

(j) All outdoor poles, lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake or golf course within the Section or Subdivision.

(k) *All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in*

such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. (See also 12A).

(Referendum Mar 1990)

(l) No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(m) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

(n) No vehicle shall be parked on any street in the Subdivision. No truck shall be parked for storage overnight or longer, on any lot in the Section or Subdivision in such a manner as to be visible to the occupants of residential sections of the Lake of the Woods subdivision, or the users of any street, lake or golf course within the residential Section or Sub-division.

(o) Any building on any lot in the Section or Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

(p) No radio station or shortwave operators of any kind shall operate from any lot. No exterior television or radio antenna of any kind shall be constructed or erected on any lot after such time as a central television system has been made available to the Section or Subdivision at rates

commensurate with those prevailing in the area.

(q) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in the Section or Subdivision. No outside burning of wood, leaves, trash, garbage or refuse shall be permitted. Lot owners shall arrange for refuse collection and removal service to be provided not less often than once a week.

(r) There shall be no access to any lake, residential lot or private street, in any residential section of the Lake of the Woods Subdivision from any lot in this Section and Subdivision. The right to membership in the Lake of the Woods Association, Inc., and the Lake of the Woods Golf and Country Club, Inc., shall not attach to ownership of a lot in this Section and Subdivision.

9. VARIANCES

A. The Committee may allow reasonable variances of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes thereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Section or the Subdivision.

10. EASEMENTS

A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

(a) For the use and maintenance of drainage courses of all kinds designated on the plat as "Drainage Easements." These easements are

ten (10) feet in width unless otherwise specified on the recorded plats and are centered about the existing drainage channels.

(b) For maintenance and permanent stabilization control of slopes in the slope-control areas as set forth in the note regarding slope easements on the plat.

(c) For access to "Well Lots" as shown on the recorded plats and for installation and maintenance of facilities thereon, and further such additional easements shall be granted as are required for the practical construction, operation and maintenance of any electrical, telephone and television facilities. Such easements to be granted upon request of the applicable utility or utilities.

B. Declarant has dedicated, or will dedicate, to Orange County and/or the appropriate utilities company or companies rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width along side and rear property lines and ten (10) feet in width along the front property line of each lot as noted on the plat.

C. Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined in paragraph 10-B above.

D. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in

the easements, which may obstruct or retard the flow of water through the drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be located as shown on the recorded plat by drainage arrows, provided, such relocation does not cause an encroachment on any other lot in the Section or Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

E. The lots in the Section or Subdivision shall be burdened by such additional easements and other matters or rights or conditions as may be shown on the recorded plats thereof.

F. Declarant reserves the right to change the placement or location of any easement referred to in this Paragraph for the convenient and practical relocation thereof should practical circumstances arise requiring such change, including, but not limited to, the ownership or development of a single entity of a block of consecutive and adjoining lots.

11. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES

A. Declarant reserves for itself, its successors and assigns a one (1) foot wide strip of ground along the rear boundary line of each lot in this Section and Subdivision as shown on the recorded plat. There shall be no access to any lot, street or any recreational facilities, or lake, through, over or across the aforesaid one (1) foot strip, all access to said lots being designated roads in

the Section or Subdivision as provided in paragraph 8(r) above.

12. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

A. In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Lake of the Woods Association, Inc., the Association shall have the right, through its said agents and employees, to enter upon said lot and repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such board of directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be charged to the owner of record of such lot.

13. CHARGES FOR WATER SERVICE

A. Every owner (legal or equitable) of a lot in the Section or Subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for water service as follows: At such time as the owner of a lot shall elect to have service connected, he shall pay such connection charge as may be approved by the proper regulatory agency, to the serving utility; thereafter, he shall pay for water service at reasonable consumption rates, subject to a minimum monthly charge, established by said utility. Said availability or consumption rates may be billed monthly or quarterly or semi-annually in arrears at the option of the utility.

14. REMEDIES

A. The Lake of the Woods Association, Inc., or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the Court in any such action may award the successful party reasonable expenses in prosecuting such action including attorneys' fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

15. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and

hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways or lakeshores.

C. Each such grantee whose lots are adjacent to available underground electrical service also agrees to complete the underground secondary electrical service to their respective building. All such extensions of underground electrical service shall be made by Virginia Electric Cooperative, Bowling Green, Virginia, its successors and assigns, who will be paid by the owners at established rates for underground service on file with and approved by the Virginia State Corporation Commission, such payments to be made prior to the service being extended. Each such Grantee further agrees to grant the said Virginia Electric Cooperative such easements as may be necessary or desirable (not to exceed 30 feet in width) for installation and maintenance of electrical utilities.

16. SEVERABILITY

A. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

17. CAPTIONS

A. The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

18. CHARGES FOR SEWER SERVICE

A. Every owner (legal or equitable) of a lot in the Section or Subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for sewer service. Owners of all lots shall be required to connect to said sewer service as follows: Within 30 days after the time said services should be made available in the case of buildings already constructed; before the time of occupancy in the case of buildings constructed after said service should be made available. At such time as the owner of a lot has service connected, he shall pay a connection charge to the serving utility; thereafter, he shall pay for sewer service at reasonable rates, subject to a minimum monthly charge, established by said utility. Said use rates may be billed monthly or quarterly or semi-annually in arrears at the option of the utility. Easements in addition to those reserved throughout these restrictions and on the recorded plats shall be granted for the practical construction, operation and maintenance of said sewer facilities upon request of the applicable utility. (Referendum Mar 1990)

IN WITNESS WHEREOF, Virginia Wildlife Clubs, Inc., has caused this Declaration to be executed by its Vice

President, John M. Margosian, and its corporate seal to be affixed and attested by its Assistant Secretary, Norbert L. McKenzie, this the day and year first above written.

VIRGINIA WILDLIFE CLUBS, INC.

BY _____
VICE PRESIDENT

BY _____
ASSISTANT SECRETARY

THIS INSTRUMENT OF AMENDMENT is hereby made and entered into this the 1st day of May, 1970, by the vote and execution of VIRGINIA WILDLIFE CLUBS, INC., a Virginia corporation, and JOHN R. TRUE & JAUNITA L. TRUE, husband and wife.

WITNESSETH THAT:

WHEREAS, Virginia Wildlife Clubs, Inc., is the record owner of all of the seventeen (17) lots in Section 16 of Lake of the Woods Subdivision, except lot Number 5 in said Section, which is owned of record by John R. True and Jaunita L. True, husband and wife, the deed to them being of record in the Clerk's Office of the Circuit Court of Orange County, Virginia, in Deed Book 240 at Page 377, and

WHEREAS, the said record owners, pursuant to Paragraph 2, subparagraph A of the Declaration of Restrictions now of records for Section 16 of Lake of the Woods Subdivision in Deed Book 237 at page 249, et seq, in said Clerk's Office, desire to amend the said Declaration of Restrictions for said section, and they do hereby constitute the said Declaration of Restrictions for Section 16 of Lake of the Woods Subdivision as follows:

**DECLARATION OF RESTRICTIONS
LAKE OF THE WOODS
Applicable to Section 16**

THIS DECLARATION, made this 1st day of May, 1970, by VIRGINIA WILDLIFE CLUBS, INC., a Virginia Corporation, herein referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat (herein called "the plat") entitled "Lake of the Woods", Section 16, which plat is recorded among the Land Records of Orange County, Virginia in Map Book 2 at page 66, and is made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described in the plat comprises in the aggregate a part of the Lake of the Woods general subdivision (herein called "Subdivision"); and

WHEREAS, there are subdivided numbered lots set forth and described in the recorded plat, which numbered lots comprise in the

aggregate a single subdivision section (herein called "Section") which is one of several sections contemplated in the Lake of the Woods general subdivision, which other sections shall be developed from adjoining lands owned by Declarant; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Section and Subdivision, and the future owners of said lots;

NOW THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for

the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof subject to such Restrictions.

1. APPLICABILITY

A. These restrictions shall apply to subdivided numbered lots only and are specifically excluded from other lands designated on the plat as parcels and to lands of the Association. (Referendum Mar 1990)

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1995, after which time the same shall be extended for successive periods of ten (10) years each, provided, however, that at any time these Restrictions may be amended by a majority vote of the then record owners of the lots subject thereto. (Referendum Mar 1990)

*B. Deleted in its entirety.
(Referendum Mar 1990)*

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Section and the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate

between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Section and Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future sections of the Subdivision in conformity with the general scheme of improvement of all land to be included therein.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

*A. No lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling including a private garage. The sole exception to the foregoing are those lots owned or acquired by the Association. When the Association acquires title to a numbered lot, the lot will be removed as a numbered lot of the Subdivision and will become common property to be used for such purposes as the Board of Directors may deem appropriate and necessary.
(Referendum Mar 1990)*

*B. Homeowners may rent up to two homes within Lake of the Woods to tenants who will comply with all Lake of the Woods Covenants and regulations. This provision applies to every lease application submitted to LOWA on or after March 8, 1998.
(Referendum Aug 1996)*

5. ENVIRONMENTAL CONTROL COMMITTEE

A. All plans and specifications for any structure or improvements whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or

lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of not more than seven (7) members, nor less than three (3) members, with staggered terms, and shall be appointed by the Board of Directors. Committee members shall be subject to removal by the Board of Directors and any vacancies existing from time to time shall be filled by appointment. A quorum for this Committee shall be three (3) members. (Referendum Mar 1990)

C. There shall be submitted to the Committee (two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color scheme for roofs and exteriors thereof and proposed landscape planting. Filing fees as established by the Board of Directors shall accompany the submission of such plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations. (Referendum Mar 1990)

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee with respect to plans, specifications, or details thereof, shall be final. (Referendum Aug 1996)

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Whenever the Committee shall approve plans and specifications for a boat shelter, pier, float or similar structure on or extending into any lake, such approval shall constitute a mere revocable license from Declarant for its successor or successors in interest to said lake for the construction, placement, and maintenance of the proposed structure.

6. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

A. *Every one-story dwelling constructed on a lot shall contain not less than 1,600 square feet of fully enclosed floor area devoted to living purposes. ECC may grant a variance reducing the 1,600 square foot restriction on a one-story dwelling to not less than 1,400 square feet only to accommodate lot size. Every multi-story dwelling constructed on a lot shall contain not less than 1,800 square feet of fully enclosed floor area devoted to living purposes; the first story shall contain not less than 900 square feet of fully enclosed floor area devoted to living purposes. Determining square footage under this requirement excludes roofed or unroofed porches, terraces, garages, carports, basements, and subsidiary out buildings. (Referendum Aug 1996)*

B. *Each dwelling shall be of single story construction; provided, however, that split level or two story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lot lends itself to such construction. In no event shall the height of any new dwelling construction exceed 32 feet above the ground surface as measured by the vertical distance, from the finished ground elevation at any point across the side of the house facing the street in front to the highest elevation of the proposed dwelling (not including the chimney). (Referendum November 2006)*

C. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, copings, etc.

D. Except as may be otherwise shown on the plat, the following minimum dimensions shall govern for front, side and rear setbacks

on all lots (except fences or walls where approved or required by the Committee) with respect to any dwelling house or above grade structure that may be constructed or placed on any lot in the Subdivision.

(a) Thirty-five (35) feet from the front line of each lot abutting a street;

(b) Eight (8) feet from each lot side line;

(c) Twenty-five (25) feet or twenty-five per cent (25%) of the depth of the lot, whichever is greater, from the rear line of each lot.

7. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENTS

A. If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.

C. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard as defined by 6-D(c).

8. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Section or Subdivision:

(a) No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate government authority.

(b) No temporary house, trailer⁵, tent, garage, or other outbuilding shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

(c) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.

(d) *Deleted in its entirety.*
(Referendum Mar 1990)

(e) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(f) No animals or livestock of any description, except the usual household pets, and saddle horses, shall be kept on any lot.

(g) All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

(h) *No stripped down, partially wrecked, or unlicensed motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any lot unless it is parked in a completely closed garage.*

(Referendum March 1990)

(i) Every tank for the storage of fuel installed outside any building in the Section or Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Section or Subdivision at any time except during refuse collections.

(j) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake, or golf course within the Section or Subdivision.

(k) *No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit.* (Referendum Mar 1990)

⁵See page 20 for a definition of trailer.

(l) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

(m) No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(n) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

(o) On-street parking shall be subject to regulation by the Lake of the Woods Association, Inc. No vehicle titled/licensed or tagged as a truck shall be parked for storage overnight or longer on any lot in the Section or Subdivision except during approved construction on that lot. (Referendum Aug 1996)

(p) Any dwelling or outbuilding on any lot in the Section or Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

(q) No tree over six inches in diameter shall be removed from any lot in the Section or Subdivision without the written consent of the Environmental Control Committee.

(r) Deleted in its entirety. (Referendum November 2006)

(s) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any lake in the Section or Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Section or Subdivision, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service within the Section or Subdivision for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors or assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.

(t) There shall be no access to any lot on the perimeter of the Subdivision except from designated roads within the Sections or Subdivision.

9. VARIANCES

A. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes thereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or

improvements in the neighborhood, the Section or the Subdivision.

10. EASEMENTS

A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

(a) For the use and maintenance of drainage courses of all kinds designated on the plat as "Drainage Easements." These easements are ten (10) feet in width unless otherwise specified on the recorded plats and are centered about the existing drainage channels.

(b) For maintenance and permanent stabilization control of slopes in the slope-control areas as set forth in the note regarding slope easements on the plat.

(c) For access to "Well Lots" as shown on the recorded plats and for installation and maintenance of facilities thereon, and further such additional easements shall be granted as are required for the practical construction, operation and maintenance of any electrical, telephone and television facilities. Such easements to be granted upon request of the applicable utility or utilities.

B. Declarant has dedicated, or will dedicate, to Orange County and/or the appropriate utilities company or companies rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width along side and rear property lines and ten (10) feet in width along the front property line of each lot as noted on the plat.

C. Declarant reserves for itself, its successors or assigns an exclusive easement

for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined in paragraph 10-B above.

D. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through the drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be relocated as shown on the recorded plat by drainage arrows, provided, such relocation does not cause an encroachment on any other lot in the Section or Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

E. The lots in the Section or Subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

F. Every lot in the Section or Subdivision that lies contiguous to a lake shall be subject to a flowage easement to an elevation on the lot equal to the high water elevation of such lake as stated on the recorded plats.

11. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES

- A. *Each of the streets in the Section or Subdivision designated on the plat is a private street, and every park, recreational facility, and other amenity within the Section or Subdivision is a private park, facility or amenity and neither Declarant's execution or recording of the plat nor any other act of Declarant with respect to the plat is, or is intended to be, or shall be construed as a dedication to the public of any said streets, parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated on the plat as parks is reserved to the Lake of the Woods Association; to the persons who are members of the Lake of the Woods Association and to the invitees of the aforementioned. (Referendum Mar 1990)*
- B. The ownership of the recreational amenities within the Section and Subdivision, which may include but shall not be limited to lakes, dams, marinas, beaches, lake access tracts, golf courses, tennis courts, swimming pools, clubhouses, and adjacent clubhouse grounds, and campgrounds shall be in Declarant or its successors or assigns and the use and enjoyment thereof; shall be on such terms and conditions as Declarant, its successors or assigns, shall from time to time license; provided, however, that any or all of such amenities may be conveyed to the Lake of the Woods Association, Inc., which conveyance shall be accepted by it, provided the same is free and clear of all financial encumbrances.
- C. Declarant reserves for itself, its successors and assigns a one (1) foot wide strip of ground around the outer perimeter of the Subdivision as shown on the recorded

plats. There shall be no access to any lot on the perimeter of the Subdivision through, over or across the aforesaid one (1) foot strip, all access to said lots being from designated roads in the Section or Subdivision as provided in paragraph 8(t) above.

D. *Deleted in its entirety.
(Referendum Mar 1990)*

12. LAKE OF THE WOODS ASSOCIATION

- A. *Every person who acquires title, legal or equitable, to any lot in the Subdivision shall become a member of the Lake of the Woods Association, Inc., a Virginia non-profit corporation, herein referred to as "Association", provided, however, in the event of multiple ownership of a lot, only one person (or family unit, i.e. spouses and dependent children) can be a member of the Association. The remaining owners will be considered invited guests for the purposes of access to the recreational amenities; and, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money eg., mortgages, deeds of trust, or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.
(Referendum Mar 1990)*

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.

C. The Association shall be responsible for the maintenance, repair and upkeep of the private streets and parks within the Subdivision and the appurtenant drainage and slope easements reserved by Declarant. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Subdivision as it may from time to time own.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association a uniform annual charge per single-family residential lot within the Section and Subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation, provided that no such charge shall ever be made against the Association itself, or any corporation or corporations that may be created to acquire title to, and operate, the water or sewer utilities serving the Section and Subdivision, or any lake, dam, beach, lake access tract, marina, golf course, tennis courts, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Subdivision. (Referendum Mar 1990)

(a) Every such charge so made shall be paid by the member to the Association on or before the first day of May of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per lot by the first day of April of each year, and written notice of the charge so fixed shall be sent to each member. The Board of Directors may

provide for payment terms, including finance charges, in the notice of assessment if authorized in the ByLaws. (Referendum November 2006)

(b) If any such charge shall not be paid when due it shall bear interest from the date of delinquency at the maximum legal rate as provided by the statute law of the Commonwealth of Virginia; the Association may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication; and the Association may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees, which lien shall encumber the lot or lots in respect of which the charge shall have been made, and which notice shall be filed in the Office of the Clerk of the Circuit Court of Orange County, Virginia. Every such lien may be foreclosed by equitable foreclosure at any time within three years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien fore-closure, the Association shall have the right to sue for such unpaid charges, interest, costs, and reasonable attorney's fees, in any court of competent jurisdiction as for a debt owed by the delinquent member or members to the Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivision by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions. (Referendum Mar 1990)

(c) The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case

may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any charges therein stated to have been paid.

E. The fund accumulated as the result of the charges levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the members of the Association and in particular for the improvement and maintenance of the streets and those areas within the Section and Subdivision designated as parks on the plats thereof, and other property with the Section and Subdivision as such streets, parks, and properties shall have been conveyed to the Association.

F. The lien of a deed of trust representing a first trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the laws of the State of Virginia, shall be, from the date of recordation, superior to any and all such liens provided for herein.

G. The Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use of the recreational facilities of the Association of any member (or associate member):

(a) For any period during which any Association charge (including the charges and the fines, if any, assessed under paragraphs 12-D, 13 and 14 of these Restrictions) owed by the member or associate member remains unpaid;

(b) During the period of any continuing violation of the restrictive covenants for the

Section and Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association;

13. MOTOR VEHICLE SPEED LIMITS

A. Speed limits for streets and the rules governing the use of parks within the Section and Subdivision shall be as promulgated from time to time by Declarant, its successors and assigns. Appropriate postings of these speed limits shall be made.

The Association shall have the power to assess fines for the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual charge made by the Association, pursuant to subparagraph 12-D of the Restrictions, and the amount of such fine shall be collectible by the same means as are prescribed in said subparagraph for the collection of delinquent annual charges of the Association or through the use of the sanctions prescribed in subparagraph 12-G of the Restrictions.

14. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

A. In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such board of directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such lot is subject. Failure to

adequately protect a waterfront lot from erosion is specifically included as failure to maintain the lot in a satisfactory manner. (Referendum Mar 1990)

15. PROVISIONS IN RESPECT OF LAKES AND LOTS CONTIGUOUS THERETO

A. Certain lots in the Section and Subdivision are, as aforesaid, contiguous to the lake or lakes that have been or are to be established within the boundaries of the Subdivision. The water in, and the land under, said lake or lakes is and will be owned by the Developer, its successors and assigns. Said lake or lakes are or will be depicted in the recorded plats of the Subdivision, and the normal pool water elevation and the high water elevations of said lake or lakes, is, or will be, also indicated on said plats. The title that will be acquired by the grantee of the Developer's title to any of said contiguous lots (and by the successors and assigns of such grantee) shall extend only to the shoreline of the lake to which such lot is contiguous, as said shoreline would be established on the date hereof if the water elevation in said lake were at an elevation one vertical foot above the normal pool water elevation indicated in said Subdivision plat and as the shoreline may hereafter be established by the water, at an elevation one vertical foot above normal pool water elevation, by erosion from said shoreline. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to said lake or with respect to said lake, the land there under, the water therein, or its elevation, use, or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided, further that title shall not pass by reliction or submergence or changing water elevations. The Declarant, its successors and assigns shall have the right at any time to dredge or

otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the lake may be moved toward or to, but not inland beyond, the location of said shoreline as it would exist as of the date hereof if the water elevation in said lake were at an elevation one vertical foot above the normal pool water elevation indicated in said Subdivision plat, and title shall pass with such dredging or other removal as by erosion.

16. RESERVATION OF EASEMENT OF DECLARANT FOR OPERATION OF LAKE

A. The Declarant reserves to itself, and its successors and assigns, such an easement upon, across and through the lakefront portion of each of said lots contiguous to said lake as is reasonably necessary in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarant nor any successor or assign of the Declarant shall be liable for damages caused by ice, erosion, washing, flooding or other action by the water.

B. The Declarant reserves to itself, and its successors and assigns, the right to raise and lower the elevation of said lake, but neither the Declarant nor any successor or assign of the Declarant shall have an easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said lake to an elevation above that indicated on said Subdivision plats.

17. RIGHTS OF FIRST REFUSAL⁶

⁶Text of a variance to paragraph 17 is printed herein as an attachment, see page 21.

Whenever the owner of any lot in the Section or Subdivision shall receive a bona fide offer to purchase said lot, which offer is acceptable to said owner, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot, at the price and on the same terms contained in said bona fide offer or (if said owner shall independently have decided to put said lot on the market) at the price and on the terms acceptable to said owner, first to the owner of the lot on the right of the prospective seller's lot, next to the owner of the lot on the left of the prospective seller's lot, said offers to be in writing and sent to the last known addresses of said owners as indicated on the tax records of Orange County, and finally, to the Declarant, its successors or assigns. Said offerings shall be made successively, and each of said offerees shall have ten (10) days from the date of the mailing of the offer within which to accept or refuse such offer. If all said offerees refuse to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free, subject to the limitations contained herein requiring the purchaser to have been approved for membership in the Lake of the Woods Association, Inc., to sell said lot to the party who shall have made said bona fide offer or (if said owner shall independently have decided to put said lot on the market) to any third party, in either case at a price and on terms not substantially more favorable to the purchaser than those offered, as aforesaid, to said owner's neighbors and the Declarant or its successors or assigns. The "lot on the right" for purposes of this paragraph 17, shall be the next lot on one's right hand as one faces the rear of one's own lot; provided however, that Declarant, Virginia Wildlife Clubs, Inc. and its successors or assigns of its rights as Declarant, including Lake of the Woods Association, Inc., in the plural, and applying to all, shall be exempt from all of

the provisions of paragraph 17 as to initial conveyances, re-acquisitions and re-conveyances of any and all lots. It is further provided that if the owner or owners of any lot being sold or conveyed shall incorporate in the deed of conveyance, or attach to the deed of conveyance, to be recorded therewith, an affidavit under oath that the provisions of paragraph 17 have been complied with by said owner or owners making a conveyance, and that none of the parties having a right of first refusal have exercised their right to purchase the property, such affidavit shall create a conclusive presumption that the paragraph has been complied with and any purchaser or purchasers, or their successors in title, may rely upon said affidavit, and shall be fully protected in relying upon said affidavit, as to compliance with paragraph 17, and the title to any lot so conveyed shall be valid in perpetuity and immune from the objection or attack by any person or party whatsoever as to compliance with paragraph 17 of these Restrictive Covenants. In no case does paragraph 17 apply to sales made under time contracts or to the granting of deeds of trust or mortgages, nor does it apply to foreclosure sales under any such security instruments, by public auction or otherwise.

18. REMEDIES

A. The Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the Court in any such action may award the successful party reasonable expenses in prosecuting such action including attorneys' fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or

failure on the part of an aggrieved party to invoke; an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

19. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways and lakeshores.

C. Each such grantee whose lots are adjacent to available underground electrical service also agrees to complete the underground secondary electrical service to their respective residences. All such extensions of underground electrical service shall be made by Virginia Electric Cooperative, Bowling Green, Virginia, its successors and assigns, who will be paid by

the owners at established rates for underground service on file with and approved by the Virginia State Corporation Commission, such payments to be made prior to the service being extended.

20. SEVERABILITY

A. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

21. CAPTIONS

A. The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

VIRGINIA WILDLIFE CLUBS, INC.

BY _____
Vice President

BY _____
Assistant Secretary

SEAL

Note to Reader: this index applies primarily to the first rendering of the LOWA Restrictive Covenants which appear on pages 2-14; subjects indexed below may also appear in the versions of the Covenants covering Sections 15-17 and Section 18 which follow page 14.

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