BUCKHEAD

BOOK 334 PAGE 838

Owned and Developed by

Tanglewood Land Company, Inc., A Virginia Corporation

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants (the "Covenants") is made as of March 15, 1986, by Tanglewood Land Company, Inc., a Virginia corporation (the "Developer").

WHEREAS:

A. The Developer is the owner of a tract of real property with appurtenances situate in LaCrosse Magisterial District, Mecklenburg County, Virginia, specifically described in Article II of this Declaration (the "Property"), which it has subdivided or will subdivide into residential recreational lots with streets and limited facilities for the beneficial use and enjoyment of its guests and subsequent lot owners; and

B. To preserve the values and promote the amenities of the Property and to provide for the administration, operation, and maintenance of the streets and roadways and other designated common use areas, (the "Common Property"), it desires to subject the Property to certain restrictions, easements, and liens which it deems beneficial for the Property and for the subsequent purchasers and owners thereof; and

C. It has incorporated Buckhead Property Owners Association, Inc., a Virginia non-stock, non-profit corporation (the "Association") to which it hereby delegates and assigns the duty and the power:

1. To maintain, administer, and operate the Common Property;
2. To administer and enforce the Covenants;
3. To collect and disburse the dues and assessments mentioned in the later provisions of the Covenants; and
4. To perform such other acts or duties as may or might be required, necessary or desired, to the end that the value of the Property and the welfare of the property owners and their guests will be promoted, protected, and maintained.

NOW, THEREFORE, the Developer declares that the Property and the lots, hereinafter defined, shall be held, sold, and conveyed by it and shall be owned, occupied, used, and enjoyed by the subsequent purchasers thereof, their successors and assigns, subject to the restrictions, reservations, easements, liens, assessments, and encumbrances herein mentioned, together

If two or more Lots are owned by the same person or legal entity, whether or not said Lots adjoin, separate hook on fees shall be paid for each Lot. Single connections shall be required for each Lot and each Lot in the subdivision (except those owned by the Developer upon which no improvements have been erected) shall be subject to the monthly minimum usage fee.

The hook one fee shall be due and payable upon request for service. No service will be provided until the fee is paid in full.

The water service will not afford fire protection to the community.

The water system, when installed, will meet the minimum requirements of the Commonwealth of Virginia for single family domestic household purposes.

NO INDIVIDUAL WELLS, WATER SUPPLIES OR SYSTEMS ARE PERMITTED ON ANY LOT OR ANY GROUP OF LOTS IN THE SUBDIVISION. WATER SERVICE SHALL BE OBTAINED SOLELY FROM THE CENTRAL SYSTEM.

ARTICLE VIII.

SANITARY FACILITIES AND UTILITIES

Section 1. Privies Prohibited.

No outside toilet or privy shall be constructed or used on any Lot in the subdivision.

No untreated waste from any Lot shall be permitted to enter any stream, branch, creek, ditch, gully, or tributary thereof nor shall any such effluent be permitted to enter Lake Gaston.

Section 2. Septic Tanks.

Sanitary waste disposal is and shall be the responsibility of each Lot Owner. The Owners shall install and maintain, at their sole and separate expense, septic tanks and subsurface drain fields in strict compliance with the requirements of the Mecklenburg County Health Department, Mecklenburg County, Virginia, and any other governmental agency or political subdivision having jurisdiction in the premise.

Prior to the commencement of construction of the septic tank or drain field or any other improvements upon the property, the Owners must contact the Mecklenburg County Health Department, Boydton, Virginia, and obtain an improvements permit for installation of the facilities. The local health officials are required to visit the Lot and establish the location of the septic tank and drain field in advance of construction.

with any amendments and/or additions thereto subsequently incorporated herein by reference.

ARTICLE I.

DEFINITIONS

Section 1. The following words, when used in the Covenants, (unless the context shall prohibit) shall have the following meaning:

(a) "The Association" shall mean and refer to Buckhead Property Owners Association, Inc., a Virginia corporation.

(b) "The Property" shall mean and refer to all lands and easements described in Article II. hereof.

(c) "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia.

(d) "Original Lot" shall mean any plot of land shown on the subdivision map of the Property or portion thereof now or hereafter recorded in the Clerk's Office.

(e) "Residential Lot" is any lot specifically designated by letter or number on any subdivision plat of the real property described in Article II (A)(I). The Original Residential Lots (the "Lots") shall be used exclusively for single family residential purposes.

(f) "Owner" shall mean and refer to the person or entity, including the Developer, having a legal or equitable interest in any Lot whether or not such interest is acquired by Deed or Contract.

(g) "Legal Entities" shall include, but shall not be limited to corporations, partnerships, associations, churches, governmental agencies, municipalities, counties, states, or the United States of America, or any agency of political subdivision of either.

(h) "Member" shall refer to those association members as provided in Article III, Sections 1 and 2 of the Covenants.

(i) "Common Property" shall mean and refer to those designated areas within the subdivision, including the streets or roadways and the access easements mentioned in Article II (B), devoted to the common use and enjoyment of the Owners of Residential Lots whether title is held by the Developer or the Association.

(j) "Set Back Line" shall mean and refer to the building set back line of each Residential Lot shown on the recorded subdivision plat or as provided in Article III., Section 2 of the Covenants.

ARTICLE II.

A. PROPERTY SUBJECT TO THE COVENANTS

I. Fee Simple

All that certain tract or parcel of land lying, being, and situate in LaCrosse Magisterial District, Mecklenburg County, Virginia, containing 124.9 acres, more or less, and more particularly bounded and described in accordance with a plat of survey, Plat No. S-2, dated February 13, 1961, prepared by Stone and Webster Engineering Corporation, marked "Virginia Electric and Power Company, Plat to Accompany Deed to Union Bag-Camp Paper Corporation", recorded in the Clerk's Office in Deed Book 175, Page 197.

BEING the identical property conveyed Tanglewood Land Company, Inc., a Virginia corporation, by deed of Union Camp Corporation dated February 25, 1986, recorded in the Clerk's Office in Deed Book 334, Page 158.

II. Access Easements:

Two certain easements or rights-of-way more particularly described on a certain map entitled "Map Showing Union Bag-Camp Paper Corp. Right of Way Across Lands of Thomas Boyd and Halifax Paper Co." made by J. C. Davis, August, 1964, of record in the Clerk's Office in Deed Book 186, Page 600, BEING the identical easements conveyed Tanglewood Land Company, Inc., a Virginia corporation, by deed of Union Camp Corporation dated February 25, 1986, recorded in the Clerk's Office in Deed Book 334, Page 158.

B. RESERVATION OF RIGHTS--DEVELOPER

The Developer, its successors and assigns, at any time prior to March 15, 1990, shall have the right to add additional land to the subdivision and to bring such additional land into the scheme of and to subject such lands to the restrictions, provisions, reservations, and conditions of the Covenants. The additional land shall be subject to assessment for its share of the maintenance costs and expense of the Common Property to include any additional Common Property or streets.

The additional land may be brought under the scheme of the Covenants by one or more amendments or supplements to the Covenants (the "Supplemental Declaration").

The Supplemental Declaration may contain such additions or modifications to the Covenants as the Developer shall determine, in its sole discretion, to reflect the different character, if any, of such additional land and shall expressly include the right to locate townhouses, co-ops, condominiums or time-sharing facilities upon such additional land. The

Supplemental Declaration shall be effective when recorded in the Clerk's Office.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

There shall be but one class of membership in the Association. Each owner of a Residential Lot, as that term is defined in the Covenants, shall be a member of the Association.

Membership is restricted to the Developer, its successors or assigns and to those persons or legal entities who purchase by contract or by deed one or more Residential Lots in the subdivision.

Section 2. Voting Rights.

Each Residential Lot includes as an appurtenance thereto one, but only one, vote in all corporate affairs which, in the case of joint ownership by two or more people or legal entities, shall be exercised as the co-owners shall determine.

In no event shall more than one vote be cast in any affairs of the Association with respect to any Residential Lot. The co-owners of each Lot shall designate the person entitled to vote at any meeting of the Association prior to or at such meeting. If no such designation is made the chairman of the meeting, in his sole discretion, may recognize one of the co-owners of the Lot and shall record the vote of such owner as the deemed representative of the co-owners.

Section 3. Proxy Votes.

Proxy votes shall be permitted at any regular or special meeting of the Members of the Association. Those Members present, in person or by proxy, at any duly called meeting of the membership shall constitute a quorum for the purpose of electing Directors and transacting such other business as may come before the meeting.

ARTICLE IV.

PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Members Easement of Enjoyment.

Subject to provisions of Section 3. of this Article and Section 2. of Article III., each Residential Lot shall include as an appurtenance thereof membership in the Association and the right to the use and enjoyment of the Common Property.

Section 2. Title to and Control of Common Property.

The Developer may retain title to and control of the Common Property or any portion thereof until, in its opinion, the Association is able to adequately maintain and operate the same provided, however, the Developer shall convey said Common Property to the Association and divest itself of all control thereof not later than March 15, 1990. The Developer may, at any time, delegate and assign such functions, duties, and responsibilities to the Association pertaining to the maintenance and operation of the Common Property or portion thereof as the Developer considers appropriate and conducive to the welfare of the community. The conveyance of the Common Property to the Association shall be made subject to the provisions of the Covenants.

Section 3. Limitation of Members' Interest in Common Property.

The Members' interest in the Common Property is, and shall remain, subject to the following:

(a) The right of the Developer and Association to borrow money for the purpose of improving the Common Property and to encumber the Common Property as security for the debt. The Members' rights and easements in the Common Property shall be subordinate to any Purchase Money Deed of Trust given by the Developer or the Association or any Deed of Trust given by the Developer or the Association as security for funds borrowed for any improvements to the Common Property whether or not any such Deed of Trust is in existence as of the date of this Declaration or is made by the Developer or the Association subsequent to the date hereof;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

(c) The right of the Association or Developer to levy special assessments or other fees for the use and maintenance of the Common Property in addition to the annual fees hereinafter established.

ARTICLE V.

CONSTRUCTION AND USE LIMITATIONS

Section 1. Residential Use and Construction Requirements (Coventional or Pre-fab Construction).

(a) The Residential Lots shall be used for single family residential purposes only.

The Developer for it and its successors or assigns reserves the right to clear, grade, and maintain the drainage easement reserved herein, and as shown on the recorded subdivision plat, so as to afford physical ingress and egress over the easement area to and from the property within the subdivision or other property adjacent thereto.

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee.

(a) No residence, outbuilding, fence, or wall shall be constructed or located on any Lot nor shall any addition, exterior change or modification to any existing structure be commenced until the plans and specifications therefor have been submitted to, and approved in writing, by the Association.

If no action is taken by the Association within sixty (60) days after submission of the plans and specifications, the request shall be deemed approved.

ARTICLE VII

UTILITIES

Section 1. Water.

A central water system will be installed in the subdivision from which water service will be extended to a boundary line of each Lot (the "Lot Line"). The central water system, which includes the wells, storage and pumping facilities, trunk, and distribution lines will be owned and maintained by Fox Run Water Co., Inc., its successors or assigns (the "Water Company"). The wells, pumping and storage facilities are located upon the "well site" shown on the Plat. Neither the well site nor the water system is or will be owned by the Association.

Lot Owners will pay to the Water Company a "hook on" fee of $1,000.00 per single family dwelling in advance when service is requested. Thereafter, the Owner shall pay a monthly usage fee of $7.00 per Lot in advance to the Water Company. The monthly fee is subject to increase upon thirty days prior written notice. The Water Company shall have the right to establish its rates; to meter each Lot; and to charge a reasonable fee for water used in excess of 3,000 gallons, per Lot, per month.

(b) Excluding porches, garages, patios, carports, and basements, single family residences shall have a minimum of 1200 square feet enclosed living area on the first or ground floor.

(c) All building materials shall be new or structurally sound.

The exterior walls of all improvements shall be brick or wood or aluminum, vinyl or masonite siding. No asphalt shingles, tarpaper, tin or similar building materials shall be used for the exterior walls of any improvements.

Concrete or similar blocks may be used for foundations but they shall not be employed as "above ground" exterior walls.

(d) All dwellings must have solid wall foundations.

(e) All structures shall be completed on the exterior and all grading, landscaping, and seeding shall be complete within six months from commencement of construction.

(f) No temporary structures of any nature shall be erected, located, occupied, used or maintained on any lot.

Section 2. Mobile Homes and Double Wides Prohibited.

No mobile homes or pre-fabricated double wide units shall be permitted on the Lots.

All residences constructed on the Lots shall be of conventional "stick-built" or "panelized" construction only.

Section 3. Building Set Back Lines.

(a) Unless otherwise shown on the recorded subdivision plat, minimum building set back lines are established as:

(1) Corner lots:

a. Sideline (Street): 20 feet

b. Front line (Street): 30 feet

c. Sideline (nonstreet): 10 feet

d. Rear line: 25 feet

(2) All other lots:

a. Sidelines: 10 feet

b. Front line (Street): 30 feet

c. Rear line: 25 feet

(b) Set Back Lines, where shown on the recorded subdivision plat, shall supersede the foregoing and shall control building "set back."

Section 4. Location of Improvements.

(a) The proposed location of buildings, septic tanks and drain fields must be approved, in advance, by the Mecklenburg County Health Department and/or the Building Inspector of Mecklenburg County, Virginia, (or other agency of the local, state, or federal government having jurisdiction in the premise), and the Architectural Control Committee of the Association (as provided by Article VI. of the Covenants), their successors or assigns.

Section 5. Advertising:

(a) The Developer, the Owners or the agents or representatives of either, may advertise lots for sale by use of one, on-site sign not larger than 2-1/2 feet by 2-1/2 feet, erected on the specific lot to which the sign relates.

(b) The Owner of any lot may display his name and/or address on one on-site sign not larger than one by two feet.

(c) All signs shall be new and shall be properly and adequately maintained as to construction and appearance.

(d) The Developer may erect and maintain one sign of such size, type and description and for such duration as it may desire for general advertising purposes at the entrance to the subdivision.

Section 6. Livestock.

(a) No livestock, poultry, or animals shall be permitted in the subdivision except family household pets (dogs and cats). Household pets shall not be maintained for commercial purposes, and they shall not be permitted to interfere with the right of quiet enjoyment of other persons owning property in the subdivision.

Section 7. Garbage Containers.

(a) Trash, garbage, and other waste materials shall be kept in sanitary containers. Garbage cans and trash containers shall be kept in a clean, sightly, and sanitary condition.

Section 8. Fuel Containers.

(a) All fuel tanks and containers shall be buried or concealed from the public view including the view of other Owners in the subdivision.

(b) Satellite disks shall be concealed from the public view including the view of the other Lot owners.

Section 9. Plumbing Facilities.

(a) All dwellings shall be equipped with inside plumbing facilities which shall conform to the minimum requirements of and shall be approved by

the Mecklenburg County Health Department or such other governmental agency having jurisdiction in the premise.

Section 10. Building Permits.

(a) Lot Owners must obtain a Building Permit from the Code Enforcement Officer of Mecklenburg County, Virginia, (or such other agency of the local, state, or federal government having jurisdiction in the premise) prior to commencement of any construction. Each Owner shall obtain, at his sole cost and expense, such permits as may be necessary for construction and occupancy of Lot improvements.

Section 11. Easements.

(a) Utility Easements. Each Lot and each street or roadway is subject to the following easement reservation in addition to those shown on the recorded subdivision plat, which the Developer or the Association may convey to public or private utilities or public service companies for electric, telephone, water, sewer, or gas service to the subdivision.

(1) Corner Lots:

Side (Street) - 10 feet

Front (Street) - 20 feet

Side Line (nonstreet) - 10 feet

Rear Line - 20 feet

(2) All Other Lots:

Side Lines - 10 feet

Front Line (street) - 20 feet

Rear Line - 20 feet

The easements may be used for the construction or maintenance of conduits, poles, wires, pipes or fixtures and shall include the right to trim or cut any trees, brush, shrubs or grass (Growth) which interferes, or threatens to interfere, with the construction or maintenance of the utilities whether or not such Growth is actually located upon or situate within the area above reserved. The utilities may be installed above or below the ground.

(b) Drainage and Access Easements. Each lot is subject to a drainage easement 10 feet wide which extends along the entire length of the front, side, and rear lines which easement is reserved unto the Developer, its successors or assigns.

ARTICLE IX.

STREETS WITHIN THE SUBDIVISION

Section 1. Construction.

The Developer has constructed or will construct all streets in the subdivision.

THE STREET CONSTRUCTION DOES NOT AND WILL NOT CONFORM TO THE SPECIFICATIONS OF THE HIGHWAY DEPARTMENT OF THE COMMONWEALTH OF VIRGINIA. THE STREETS ARE NOT AND SHALL NOT BE DEDICATED TO, NOR SHALL THEY BE MAINTAINED BY THE COMMONWEALTH OF VIRGINIA. THEY WILL NOT BE INCORPORATED INTO PUBLIC THE HIGHWAY SYSTEM OF THE STATE.

The streets will have a minimum dedicated right-of-way of 50 feet in width. They will be constructed to afford legal and physical access by conventional vehicular and pedestrian traffic to each of the Lots.

The streets will have a graded graveled wearing surface of a minimum depth of 3 inches.

Section 2. Ownership and Maintenance.

The streets will be owned and maintained by the Developer until March 15, 1990, or until such earlier date when, in the opinion of the Developer, the Association is sufficiently established and is capable of assuming maintenance responsibility for the streets. On that date, or March 15, 1990, whichever first occurs, the streets shall be conveyed to the Association which will then assume all future maintenance responsibility.

The annual assessments or such portion thereof as the Developer deems necessary and proper, shall be paid to it by the Association to defray the maintenance cost of the streets until the sole maintenance responsibility is transferred to the Association.

ARTICLE X.

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien.

Subject to the later provisions of this Article, an annual assessment (the "Assessment") is hereby established and levied on each residential lot.

The Assessment is hereby made, and shall remain a continuing lien on the Residential Lots.

In addition, the Assessment shall remain the personal obligation, jointly and severally, of the Owners, their successors and assigns.

To the extent not prohibited by applicable law, the lien of and the personal obligation to pay the Assessment shall include:

a. the principal amount thereof; and

b. interest at 10% per annum from and after the due date (hereinafter defined) thereof; and

c. a late payment charge of 50% of the principal amount of the Assessment if it is not paid within thirty (30) days after its due date; and

d. all court costs incurred by the Association in the collection of any unpaid Assessment (principal, interest, and penalty); and

e. attorney's fees of 33-1/3% of the total amount of the Assessment including principal, interest, and penalty.

Section 2. Purpose of the Assessment.

The Assessment shall be used by the Association:

a. to maintain, renovate, improve, operate, and administer the Common Property including, by way of amplification and not limitation, the streets, roads, and easements within or those leading to the subdivision; and

b. to construct, maintain, renovate, operate, and administer such additional Common Property in the subdivision as the Association may deem necessary and proper;

for the benefit and enjoyment of the Owners to the end that the value of the Property shall be protected, promoted and enhanced. In the interest of clarity, the streets and roads within the subdivision shall be of graded, gravel construction, the wearing surface shall be at least twenty feet wide and three inches deep. The covenant of maintenance herein contained shall be deemed to mean that the streets and roadways within the subdivision shall be maintained to reasonably and seasonably afford access to each Lot in the subdivision by conventional motor vehicles.

The Common Property shall be maintained in a reasonable and prudent manner and shall be kept reasonably free of trash, debris, and refuge, the area of which shall periodically be bush-hogged or mowed.

Additionally, the Assessment shall be used for the payment of taxes and insurance upon or with reference to the Common Property.

Section 3. Amount of Annual Assessment - Due Date.

The Assessment shall be $100.00 per Lot.

The Assessment shall be due and payable, in advance, on January 1, 1987; and, thereafter, on January 1 of each succeeding year (the "Due Date"). The Assessment shall not be prorated for any portion of any year.

Section 4. Annual Assessment -- Increase.

The Board of Directors of the Association (which shall be controlled by the Developer until a majority of the Lots are conveyed to third party purchasers), may increase the Assessment upon thirty (30) days prior written notice to the Owners, but the amount of any increase shall not exceed 25% of the then current assessment in any annual assessment period.

The increase shall be for such duration as the Board of Directors shall determine and shall be adopted by a two-thirds majority vote of said Directors.

Section 5. Special Assessment -- Establishment -- Levy.

The Board of Directors of the Association may, by resolution adopted at any regular or special meeting, propose a special assessment which shall then be submitted to the membership for approval at any regular or special meeting of the Members. The notice of any meeting of the Members at which a proposed special assessment will be considered, shall be given, in writing, to each member at least 15 days, but not more than 30 days, prior to the meeting and shall state the time, place, and purpose of the meeting. The Resolution shall state the purpose of the special assessment, the amount, duration, and due date thereof.

The proposed special assessment shall be deemed inacted and shall become a lien on each Residential Lot in the subdivision upon approval of a majority of the voting members present in person or by proxy at any meeting of the membership which is held in accordance with the provisions of this section.

Section 6. Quorum.

A quorum for any meeting of the membership shall be those Members present, in person or by proxy, at any duly called meeting notice of which shall have been sent as required by the provisions of these Articles.

Section 7. Duties of the Board of Directors.

The Board of Directors of the Association shall prepare a roster of properties and assessments applicable thereto at least 15 days in advance

of the due date of the Assessment. It shall be kept at the office of the Developer or the Association and shall be open to inspection by any Member during business hours.

The Developer and the Association shall send an annual notice of the Assessment to each owner of record on or before November 15 of each year commencing November 15, 1986. The Board of Directors of the Association shall send a notice of any special assessment to each member within 15 days next after the enactment of any such assessment. Failure of the Board of Directors to send the notice of assessment (annual or special) shall in no way abrogate the lien of the Assessment nor the personal obligation of the owner for the payment of the same.

Section 8. Nonpayment of Assessment, Regular or Special -- Enforcement.

If any assessment, regular or special, remains unpaid more than 30 days beyond its due date, as herein provided, the Association shall forthwith prepare and file, in the Clerk's Office a NOTICE OF DECLARATION OF LIEN, stating:

a. the name and address of the property owner -- debtor;

b. the name and address of the Association;

c. the source and basis of the lien;

d. the amount of the lien (principal, penalty, and interest rate);

e. a description of the land to which the lien is attaches;

f. date on which the lien commenced; and

g. such other information as may be required by law.

Thereafter, the Association may proceed by the then appropriate legal action, in law or in equity, in a Court of competent jurisdiction in personam against the Owner personally obligated to pay the same and/or in rem against the land to enforce the lien personally against Owner or against the land to collect the amount thereof.

Section 9. Subordination of Lien to Deeds of Trust, Mortgages, and Taxes.

The lien of the Assessment herein provided is and shall be subordinated to:

a. taxes levied by the United States of America, the Commonwealth of Virginia, the County of Mecklenburg, or any governmental agency or political subdivision of either;

b. to any Purchase Money Deed of Trust or mortgage whether or not the Developer or other person or legal entity is the beneficiary;

c. to any other Deed of Trust or mortgage executed as security for a valid debt;

provided, however, such subordination shall apply only to assessments which come due and payable prior to the sale of the Residential Lot, to which it has attached, in a foreclosure proceeding under the Deed of Trust or mortgage, or sale in a proceeding to enforce a tax lien or other judicial proceeding to enforce the security interest of the Beneficiary of such Deed of Trust or mortgage.

Subsequent assessments shall not be adversely affected by any such sale or transfer and shall not relieve the property from liability therefor. The personal obligation of the Owner for payment of the Assessment shall not in any instance be terminated or otherwise affected by such sale or foreclosure proceeding, whether or not the Assessment became due prior or subsequent to the foreclosure proceeding or sale.

Section 10. Exempt Property.

The following property, subject to this Declaration, shall be exempt from the Assessments, charges, and liens created herein:

a. All properties to the extent of any easement or other interest therein devoted to public use;

b. All properties defined in Article I., Section 1.(i) and Article IV., Section 2. hereof;

c. All properties exempt from taxation pursuant to the laws of the Commonwealth of Virginia or the United States of America to the extent of such legal exemption;

d. Residential Lots owned or held by the Developer for sale and all Residential Lots otherwise owned by the Developer including any repurchased by it at any foreclosure sale under a Deed of Trust given to secure all or any portion of the purchase price of any such Lot.

ARTICLE XI.

MOTOR VEHICLES

No unlicensed motor vehicles shall be operated within the subdivision. This prohibition expressly extends to mini-bikes, golf carts, go-carts, motor scooters, motor cycles, mopeds, trail bikes, and all other motorized

unlicensed vehicles. In addition, no unlicensed driver shall be permitted to operate any licensed motor vehicle within the subdivision.

ARTICLE XII.

GENERAL PROVISIONS

Section 1. Duration.

The Covenants shall run with and bind the land and shall inure to the benefit of and shall be enforceable by the Developer, the Association, or the Owner of any Residential Lot in the subdivision, their respective legal representatives, heirs, successors and assigns, until December 31, 2006. Thereafter, the Covenants shall be automatically extended for four successive periods of five years each unless amended or modified by the written agreement of the then owners of two-thirds of the Residential Lots in the subdivision.

No agreement shall be effective unless made and recorded in the Clerk's Office at least six months in advance of the effective date.

Section 2. Notices.

Any notice required to be sent to any Member or Owner under the provisions of the Covenants shall be deemed legally given when mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner of the records of the Developer or Association at the time of such mailing.

Section 3. Enforcement.

Enforcement of these Covenants shall be by any proceeding at law or in equity against:

a. any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damage; and

b. the land to enforce any lien created by the Covenants.

Enforcement proceedings may be instituted and maintained by:

a. the Developer;

b. the Association;

c. any Lot owner; and

d. any government or agency thereof having jurisdiction in the premise.

The failure of the Association, Developer, or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 4. Rights of the Developer and/or Association.

The Developer or the Association, is hereby given the right to enter upon any Lot for the purpose of removing signs, debris, brush, junk, or any other unsightly or unsanitary condition and shall not be considered a trespasser in so doing. The Developer and/or Association further reserves the right to make a reasonable charge to the Owner of such lot or lots for such service which charge, if made, shall be a lien upon the premise and shall be fully enforceable by the Developer or the Association through appropriate legal action.

Section 5. Severability.

Invalidation of any provision of the Covenants by order or decree of any court shall in no way effect the remain provisions of the Covenants which shall continue in full force and effect.

Dated: March 15, 1986

TANGLEWOOD LAND COMPANY, INC.

BY _____
J. Lawson Jones, President

ATTEST: _____
P. H. Rudd, Secretary

(CORPORATE SEAL)

STATE OF VIRGINIA
COUNTY OF MECKLENBURG

I, Robinette L. Reid, a Notary Public in and for the County and State aforesaid, certify that J. Lawson Jones, President, and P. H. Rudd, Secretary, of Tanglewood Land Company, Inc., whose names are signed to the foregoing Declaration of Protective Covenants dated March 15, 1986, personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this 21st day of March 1986.

My commission expires: April 13, 1987

Robinette L. Reid
Notary Public

VIRGINIA: In the Clerk's Office of Mecklenburg Circuit Court

the 24th day of March 1986 at 1:45 P.M.
The foregoing instrument together with the certificate of acknowledgement thereon endorsed was this day admitted to record and all state and local taxes paid thereon.

Teste:
E. E. Coleman, Jr. Clerk

4-11-86
Tanglewood Land Co.
P.O. Box 116
Bracey, Va. 23919